

CHARLESTON CITY COUNCIL

Regular Meeting

December 16, 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 12-16-2019

CPD PRESENTATION FOR THE HONOR AND VALOR AWARD

PROCLAMATIONS

1. 12-16-2019

COMMUNICATIONS

1. 12-16-2019

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 271-19 - Authorizing the City Manager or Mayor to accept the donation of approximately 65.14 acres of land for the exclusive purpose of conserving and preserving the natural and wooded setting and for creating a passive recreation area on The Herbert and Gloria Jones Woodlands.
2. Resolution No. 272-19 - Authorizing the Mayor or City Manager to purchase of a four-wheeled Mid-Sized Rider Sweeper to be used by the Charleston Parking System.
3. Resolution No. 273-19 - Authorizing the Charleston Sanitary Board to institute civil actions in the name of the City for the purpose of obtaining temporary and permanent easements for Phase I of the Woodward Branch Sewer Replacement and Rehabilitation Project.
4. Resolution No. 274-19 - Authorizing a purchase contract for the repair of an elevator at the Coliseum & Convention Center's Quarrier Street Garage.
5. Resolution No. 275-19 - Authorizing the Mayor and the Chief of Police to execute an enter into a Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area ("HIDTA").

REPORTS OF OFFICERS

1. 12-16-2019

NEW BILLS

1. 12-16-2019

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE HELD JANUARY 6, 2020 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,

ALBERT C EDENS, JR, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 667 Wayside Drive Charleston WV 25303

Telephone Number: (304) 345-5857

and that on the 5th day of November, 2018/2019, at approximately 9:00 am pm
in the City of Charleston, West Virginia, he/she sustained

Dent to the front hood of 2009 Chevrolet Dump Truck

Nature Of Injury And/Or Damage

As A Result Of:

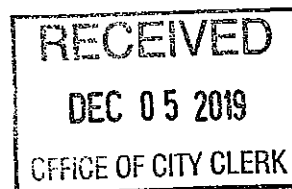
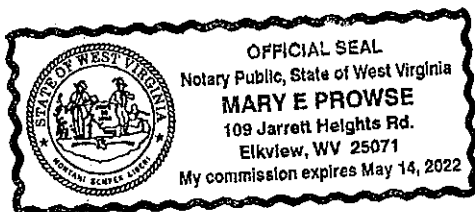
City Workers Removing a tree which fell during a storm on 10-30/31/2019
at 667 Wayside Drive, Charleston WV 25303

As a result of which accident the Claimant, Albert C Edens Jr, 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 3 day of December, 2019.
My commission expires 5/14/22.

[Signature]
Notary Public



1 Resolution No. 271-19

3 Introduced in Council:

Adopted by Council:

5 December 16, 2019

6 Introduced by:

Referred to:

8 Will Laird, Ben Adams, Becky Ceperley

Finance

9 Bobby Reishman, Brent Burton and

10 Courtney Persinger

11 Resolution No. 271-19 – Authorizing the City Manager or Mayor to accept the donation of
12 approximately 65.14 acres of land from Callen Jones McJunkin, individually and as co-trustee of
13 the Herbert E. Jones, Jr. Family Share Trust and the Gloria Callen Jones Revocable Inter Vivos
14 Trust, and Christine Jones Huber, individually and as co-trustee of the Herbert E. Jones, Jr.
15 Family Share Trust and the Gloria Callen Jones Revocable Inter Vivos Trust for the exclusive
16 purpose of conserving and preserving the natural and wooded setting and for creating a passive
17 recreation area on The Herbert and Gloria Jones Woodlands, pursuant to the Deed attached
18 hereto as Exhibit A.

20 WHEREAS, the Charleston Land Reuse Agency, formed in 2019 in part for the purpose of
21 promoting green space and public recreation areas in the City of Charleston, has reviewed the
22 generous donation from the Jones family and recommends that the Charleston City Council
23 authorize acceptance of the donation; and

25 WHEREAS, the Herbert and Gloria Jones family have offered to donate a significant piece of
26 property to the City of Charleston comprising of 65.14 acres along Louden Heights Road; and

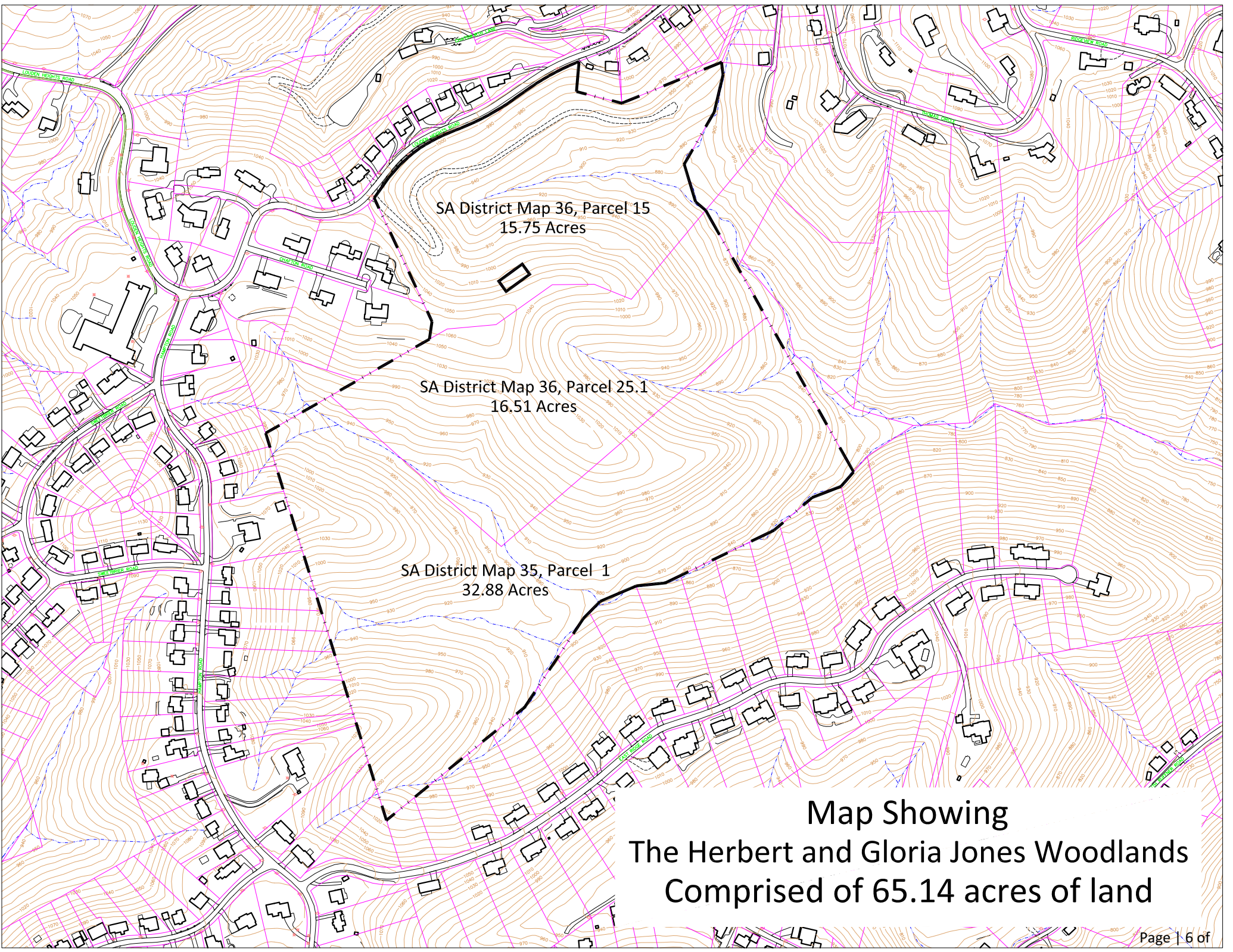
28 WHEREAS, the Jones Family Conservation Property constitutes beautiful scenic and wooded
29 property and the preservation of this property and use for recreational purposes in perpetuity
30 greatly enhances the Louden Heights area of Charleston; and

32 WHEREAS, the City of Charleston recognizes the entire Jones family for their generosity and
33 community service to the City and hereby offers its thanks for the contribution of this valuable
34 property which will preserve Charleston's scenic beauty and create additional recreational
35 opportunities for City residents and visitors.

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

39 That the City Manager or Mayor are authorized to accept the donation of approximately 65.14
40 acres of land from Callen Jones McJunkin, individually and as co-trustee of the Herbert E. Jones,
41 Jr. Family Share Trust and the Gloria Callen Jones Revocable Inter Vivos Trust, and Christine
42 Jones Huber, individually and as co-trustee of the Herbert E. Jones, Jr. Family Share Trust and
43 the Gloria Callen Jones Revocable Inter Vivos Trust for the exclusive purpose of conserving and
44 preserving the natural and wooded setting and for creating a passive recreation area on The

1 Herbert and Gloria Jones Woodlands, pursuant to the Deed attached hereto as Exhibit A.



SA District Map 36, Parcel 15
15.75 Acres

SA District Map 36, Parcel 25.1
16.51 Acres

SA District Map 35, Parcel 1
32.88 Acres

Map Showing
The Herbert and Gloria Jones Woodlands
Comprised of 65.14 acres of land

DEED

This Deed made this ____ day of December, 2019, by and among CALLEN JONES MCJUNKIN, INDIVIDUALLY AND AS CO-TRUSTEE OF THE HERBERT E. JONES, JR. FAMILY SHARE TRUST, and CHRISTINE JONES HUBER, INDIVIDUALLY AND AS CO-TRUSTEE OF THE HERBERT E. JONES, JR. FAMILY SHARE TRUST, and CALLEN JONES MCJUNKIN, INDIVIDUALLY AND AS CO-TRUSTEE OF THE GLORIA CALLEN JONES REVOCABLE INTER VIVOS TRUST, and CHRISTINE JONES HUBER, INDIVIDUALLY AND AS CO-TRUSTEE OF THE GLORIA CALLEN JONES REVOCABLE INTER VIVOS TRUST, parties of the first part, and herein collectively referred to as "Grantor;" and the CITY OF CHARLESTON, party of the second part, herein "Grantee."

WITNESSETH:

That for valuable consideration and the desire of Grantor to make a contribution to the well-being of the City of Charleston, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby GRANT and CONVEY unto the Grantee 65.14 acres of land, comprised of three adjoining tracts of 32.88 acres, 15.75 acres and 16.51 acres, together with the improvements thereon and the appurtenances thereunto belonging, situate in the City of Charleston, Charleston South Annex Tax District, Kanawha County, West Virginia, and being more particularly bounded and described as follows:

PARCEL I – Tax Map 35 Parcel 1, 32.88 Acres

BEGINNING at a concrete monument on the east line of Lot No. 28 Block "A" of Hampton Heights Subdivision, said point being the beginning corner of Parcel Twelve described in deed from Amherst Coal Company to Herbert E. Jones, Jr., and Charles T. Jones, dated July 20, 1981, and recorded in the office of the Clerk of the Kanawha County Commission in Deed Book 1982, page 416, and running thence from said beginning point with the easterly line of Hampton Heights Subdivision, being more particularly bounded and described as follows:

North 17° 57' 23" West 1,384.03 feet to a concrete monument on east line of Lot "A" Block "A" of Hampton Heights Subdivision; thence leaving Hampton Heights Subdivision and running, North 59° 22' 17" East, passing a poplar tree corner at common corner to Parcels Five and Twelve described in Deed Book 1982, page 416 at 18.48 feet and continuing on in the same straight line in all a distance of 275.08 feet to a concrete monument at common corner in Deed Book 1982, page 416, and a tract of land containing 32.26 acres presently owned by Herbert E. Jones, Jr., and Gloria C. Jones, being described in Deed Book 2090, page 40, thence running with the easterly line of Parcels Five and Nine described in Deed Book 1982, page 416, South 52° 48' 33" East passing a concrete monument at 161.00 feet at common corner to Parcels Five and Nine and continuing on in the same straight line in all a distance of 1,162.31 feet to a concrete monument with 40 inch White Oak pointer at southwesterly corner of Herbert E. Jones, Jr., 32.26 acre tract, thence running with

southeasterly of said 32.26 acre tract, North 49° 34' 32" East 1,218.29 feet to a concrete monument formerly a "T" Rail washed out thence running with part of Parcel One being described in Deed Book 1982, page 416, South 13° 06' 43" East 164.41 feet to a "T" Rail; thence South 47° 29' 30" East 263.86 feet to a 1/2-inch iron pipe in concrete; thence South 70° 36' 30" East 253.06 feet to a roof bolt inside of 1/2 inch iron pipe at forks of Creek, said point being located in northerly line of the 59.34 acre tract of land conveyed to Hampton Corporation (now East Ridge Subdivision) by deed dated October 8, 1986, recorded in Deed Book 2137, page 190; thence running with northerly line of Lots Nos. 17 and 18 of East Ridge Subdivision South 56° 12' 04" West 190.36 feet to a point at common corner of Lot 16 and 17 of East Ridge Subdivision; thence running with northerly line of Lot No. 16, South 41° 00' 00" West 137.00 feet to a point at common corner to Lots 15 and 16 of East Ridge Subdivision; thence with northerly line of Lot No. 15, South 68° 45' 00" West 107.00 feet to appoint in the northerly line of Lot No. 15; thence with part of northerly line of Lot No. 15, all of Lot No. 14, and part of Lot No. 13 South 49° 20' 00" West 172.00 feet to a point in the northerly line of Lot No. 13; thence running with northerly line of Lots Nos. 13, 12, 11 and part of Lot No. 10 of said subdivision; South 64° 10' 00" West 417.00 feet to a point in the northerly line of Lot No. 10; thence continuing with northerly line of lot No. 10; South 84° 10' 00" West 100.00 feet to appoint at common corner to Lots Nos 9 and 10; thence running with northerly line of Lot No. 9, South 66° 50' 00" West 134.00 feet to a concrete monument at a common corner to Parcel Seven described in Deed Book 1982, page 416; thence continuing with a northerly line of Lot No. 9 and part of Lot No. 8, South 44° 20' 49" West 83.10 feet to a 1/2 inch iron pin; thence continuing along a northerly line of Lot No. 8 and part of Lot No. 7, South 33° 31' 49" West 193.26 feet to a 3/4 inch iron pin in the northerly line of Lot 7; thence running with part of a northerly line of Lot No. 7 and part of Lot No. 6, South 33° 20' 49" West 172.00 feet to a 3/4 inch iron pin in northerly line of Lot No. 6; thence running with parts of northerly line of Lot No. 5 said point also being a common corner to Parcels Eleven and Twelve being described in Deed Book 1982, page 416; thence running with part of northerly line of Lot No. 5 and all of the northerly lines of Lots 4, 3, 2, and 1 of East Ridge and the southerly line of Parcel Twelve, South 50° 55' 03" West 544.21 feet to a point of beginning, containing 32.88 acres, more or less, as more fully shown upon that certain plat made by David E. Thomas, L. L. S. of Field Surveying Company, Inc., dated the 14th day of February, 1996.

Being the same property an undivided 1/2 interest in which was conveyed to Herbert E. Jones by Deed dated July 20, 1981, and of record in the said Clerk's Office in Deed Book 1982, page 416. The said Herbert E. Jones died, testate, on July 8, 2010, and by the terms of his Last Will and Testament dated September 6, 2007, and of record in the said Clerk's Office in Will Book 818, page 837, Herbert E. Jones, Jr., devised the residue of his property, including this undivided 1/2 interest to the Trustees named under the Herbert E. Jones, Jr., Revocable Trust dated September 6, 2007, and subsequently conveyed by

Deed dated October 13, 2011, recorded December 8, 2011, of record in the aforesaid Clerk's Office in Deed Book 2807, page 324, by Callen Jones McJunkin and Christine Jones Huber, Co-Trustees of the Herbert E. Jones Jr., Revocable Inter Vivos Trust conveyed the Herbert E. Jones, Jr., Family Share Trust, the Trustees of which are the Grantors herein.

The remaining undivided 1/2 interest was conveyed to Herbert E. Jones, Jr., and Gloria C. Jones, husband and wife, as joint tenants with the right of survivorship, by Deed dated December 20, 1996, of record in the said Clerk's Office in Deed Book 2463, page 464. The said Herbert E. Jones, Jr., died July 8, 2010, and pursuant to the survivorship clause contained in the said deed, Gloria C. Jones, became vested with the entire undivided 1/2 interest conveyed in the said 1996 deed. The said Gloria C. Jones died, testate, on September 9, 2016, and by the terms of her Last Will and Testament dated September 6, 2007, recorded September 13, 2016, of record in the aforesaid Clerk's office in Will Book 903, page 153, Gloria C. Jones devised all the rest, residue and remainder of her estate, including the said undivided 1/2 interest, to the Trustees named under the Gloria Callen Jones Revocable Inter Vivos Trust dated September 6, 2007, the Trustees of which are the Grantors herein.

PARCEL II and PARCEL III – Tax Map 36 Parcel 25.1, 16-51/100 Acres and Tax Map 36 Parcel 15, 15-3/4 Acres

Beginning at an old concrete monument on the south right of way line of the Loudon Heights Road and the northeast corner of Lot 6 of the Chafon Place subdivision; thence leaving said subdivision and with the south right of way line of Loudon Heights Road;

Thence North 39° 44' 26" East 129.92 feet to a concrete monument;

Thence North 41° 36' 45" East 29.04 feet to a concrete monument;

Thence North 47° 58' 14" East 49.96 feet to a concrete monument;

Thence North 54° 52' 40" East 49.71 feet to a 3/4" iron pipe;

Thence North 62° 47' 23" East 50.40 feet to a 3/4" iron pipe;

Thence North 67° 04' 04" East 49.76 feet to a 3/4" iron pipe;

Thence North 67° 17' 04" East 50.06 feet to a 3/4" iron pipe;

Thence North 66° 21' 12" East 49.88 feet to a 3/4" iron pipe;

Thence North 62° 58' 24" East 50.13 feet to a 3/4" iron pipe;

Thence North 58° 27' 18" East 50.20 feet to a 3/4" iron pipe;

Thence North 54° 45' 25" East 132.83 feet to a 3/4" iron pipe;

Thence North 56° 31' 51" East 21.26 feet to a 3/4" iron pipe;

Thence North 59° 50' 46" East 49.86 feet to a 3/4" iron pipe;

Thence North 64° 48' 43" East 49.82 feet to a concrete monument;

Thence North 69° 03' 10" East 46.44 feet to a concrete monument located on the northwest corner of the Charbonniez Lot; thence leaving Loudon Heights Road and with the Charbonniez Lot;

Thence South 0° 06' 16" East 104.00 feet to a concrete monument located at the southwest corner of the Charbonniez Lot; thence continuing with the Charbonniez Lot;

Thence South 75° 57' 28" East 160.00 feet to a concrete monument being the southeast corner of the Charbonniez Lot and a point in the line of Lot 10 of the Jannie Louhoff subdivision, thence leaving the Charbonniez Lot and with Lot 10;

Thence South 7° 19' 09" East 16.20 feet to a concrete monument in the southwest corner of the Lot 10; thence with the back line of Lot 10 and a 16' alley;

Thence North 63° 41' 20" East 368.12 feet to a concrete monument, passing a concrete monument at 200 feet in the root of a 16-foot wild cherry; thence down the right fork of Lick Branch and leaving the 16-foot alley and with seven of the back lines of the Nellie R. Chilton property; said Chilton property fronting on Thomas Circle;

Thence South 1° 46' 07" West 108.52 feet to a concrete monument in the Branch;

Thence South 12° 37' 18" West 74.52 feet to a 2" iron pipe in the Branch

Thence South 29° 56' 18" West 95.50 feet to a 2" iron pipe on west side of Branch;

Thence South 34° 36' 18" West 108.60 feet to a concrete monument on west side of Branch

Thence South 20° 18' 42" East 145.00 feet to a "T" Rail at the intersection of two hollows;

Thence South 67° 48' 42" East 37.00 feet to a concrete monument in the Branch;

Thence South 33° 43' 42" East 216.50 feet to a concrete monument on a high point on the east side of Branch and being a common corner between Chilton and Arthur A. Abplanalp, Sr.; thence leaving the Chilton property and continuing down the Branch;

Thence South 40° 42' 56" East 200.34 feet to a concrete monument ("T" Rail called for is now gone) in the Branch; thence leaving the Abplanalp property and with the property owned jointly by Herbert E. Jones, Jr., and Charles T. Jones;

Thence South 49° 34' 32" West 1,218.29 feet to a concrete monument on west side of an old road bed and east side of a Branch and on the east side

of 40" White Oak pointer, passing a 2" iron pipe at 783.29 feet on top of a ridge;

Thence North 52° 48' 33" West 779.81 feet to a concrete monument of west side of an old road bed (passing a concrete monument at 618.81 feet) being a point in the south line of Lot 7 of Chafton Place; thence leaving the jointly owned property of the Jones' property and with the Chafton Place subdivision;

Thence North 59° 22' 17" East 392.70 feet to a concrete monument near top of ridge and being one of the corners to Lot 5 of Chafton Place;

Thence North 8° 07' 40" East 61.15 feet to a concrete monument on top of ridge, being another corner of Lot 5;

Thence North 25° 36' 01" West 468.60 feet to the point of beginning, passing, a concrete monument at 667.50 feet (common corner to Lot 5 and 6), containing 32.26 acres, more or less, according to a survey made by L. G. Sturgill, LLC of Stagg Engineering Services, Inc., and being all of Parcel 3 and part of Parcel 1 of that real property conveyed to Herbert E. Jones, Jr., and Charles T. Jones, by Amherst Coal Company and recorded in Kanawha County Clerk's Office in Deed Book 1982, page 416.

Being the same property conveyed unto Herbert E. Jones, Jr., and Gloria Callen Jones, his wife, as joint tenants with rights of survivorship by Deed dated December 19, 1984, recorded April 16, 1985, of record in Deed Book 2090, page 40.

The said Herbert E. Jones, Jr., died July 8, 2010, and pursuant to the survivorship clause contained in the said deed, Gloria C. Jones, became vested with the entire interest. The said Gloria C. Jones died, testate, on September 9, 2016, and by the terms of her Last Will and Testament dated September 6, 2007, recorded September 13, 2016, of record in the said Clerk's office in Will Book 903, page 153, Gloria C. Jones devised all the rest, residue and remainder of her estate, including the tracts of 15.75 acres and 16.51 acres, to the Trustees named under the Gloria Callen Jones Inter Vivos Trust dated September 6, 2007, the Trustees of which are the Grantors herein.

The property conveyed herein is to be known, and is hereinafter referred to, as the "The Herbert and Gloria Jones Woodlands.",

This conveyance is made for the exclusive purpose of conserving and preserving the natural and wooded setting and for creating a passive recreation area on The Herbert and Gloria Jones Woodlands, and, accordingly, there is hereby IMPOSED, CREATED, AND RESERVED on the property a perpetual restriction and conservation easement running with the land, so that The Herbert and Gloria Jones Woodlands shall be maintained in a natural and wooded condition and may be used only for passive recreational purposes. In order to carry out this purpose and to define the uses of the property, Grantee is expressly authorized to employ good forestry practices in maintaining the trees, to cut, trim, and plant trees and other plants, shrubs and flowers as are determined to be desirable, to eliminate invasive vines and plants, to thin-out undesirable growth, to landscape and beautify the property, to construct and maintain trails for hiking, biking, jogging, horseback riding and similar recreational uses, to maintain all utilities and to construct new utilities as necessary to serve adjacent properties, to maintain drains and storm water control facilities, to install a small box on a pedestal for a little library, to provide for off-road parking

adjacent to public roads, and to take such other actions and protections as are consistent with the purposes and uses expressed herein. No dwellings or other buildings may be constructed on the said property, except only such sheds or barns as may be desirable for the uses and purposes expressed herein. No motorized vehicles shall be permitted on the property, except only as reasonably necessary for the purposes stated herein.

Grantors reserve the right to install a sign naming the property and honoring Herbert and Gloria Jones and to landscape the entrance and any sign erected. In addition, Grantors reserve for the lives of Christine Jones Huber, Callen Jones McJunkin, Adelyn Jones and Herbert Jones, Jr., the right to adopt and implement a plan for plantings, landscaping, trails and other improvements and uses consistent with the conservation purposes stated herein and to approve any such plans proposed by Grantee.

The parties hereto do hereby declare that the transfer made by this deed is exempt from the excise tax on the privilege of transferring real property because it is a transfer to the City of Charleston, a political subdivision of the State of West Virginia, pursuant to West Virginia Code Chapter 11, Article 22, Section 1, as amended.

IN WITNESS WHEREOF, Callen Jones McJunkin, Individually And As Co-Trustee Of The Herbert E. Jones, Jr. Family Share Trust, And Christine Jones Huber, Individually And As Co-Trustee Of The Herbert E. Jones, Jr. Family Share Trust, And Callen Jones McJunkin, Individually And As Co-Trustee Of The Gloria Callen Jones Revocable Inter Vivos Trust, And Christine Jones Huber, Individually And As Co-Trustee Of The Gloria Callen Jones Revocable Inter Vivos Trust has caused this deed to be executed by an officer who is duly authorized therefor.

Execution Pages Follow

Callen Jones McJunkin, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust

State of West Virginia)
 (To-Wit:
County of Kanawha)

I, _____, a Notary Public in and for said County and State, do hereby certify that the Grantor, Callen Jones McJunkin, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust, whose name is affixed as subscribing witnesses to the foregoing document bearing the ____ day of June, 2019, have this day acknowledged the same before me in said County.

Given under my hand this the ____ day of _____, 2019.

My Commission expires: _____

Notary Public

Christine Jones Huber, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust

State of West Virginia)
 (To-Wit:
County of Kanawha)

I, _____, a Notary Public in and for said County and State, do hereby certify that the Grantor, Christine Jones Huber, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust, whose name is affixed as subscribing witnesses to the foregoing document bearing the ____ day of June, 2019, have this day acknowledged the same before me in said County.

Given under my hand this the ____ day of _____, 2019.

My Commission expires: _____

Notary Public

This Deed prepared by:
J. Thomas Lane
Bowles Rice LLP
600 Quarrier Street
Charleston, WV 25301



Resolution No. 272-19

Introduced in Council:

Adopted by Council:

December 16, 2019

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 272-19 – Authorizing the Mayor or City Manager to enter into an agreement
2 with Tennant Sales and Service, in the amount of \$58,491.69, for purchase of a four-wheeled
3 Mid-Sized Rider Sweeper to be used by the Charleston Parking System.
4
5 Be it Resolved by the Council of the City of Charleston, West Virginia:
6
7 The Mayor or City Manager are authorized to enter into an agreement with Tennant Sales and
8 Service, in the amount of \$58,491.69, for purchase of a four-wheeled Mid-Sized Rider Sweeper
9 to be used by the Charleston Parking System.

Purchase of 4-wheeled Mid-Sized Rider Sweeper
Bid Opening: November 25, 2019 @11:00am

	Tennant Sales and Service 701 N. Lilac Dr. Minneapolis, MN 55422 P: (800) 553-8033 tennantbid@tennantco.com	Grainger Industrial Supply 3000 7th Ave. Charleston, WV 25312 681-204-2041 alicia.lburg@grainger.com
4-wheeled Mid-Sized Rider Sweeper	\$58,491.69	\$60,316.30

1 Resolution No. 273-19

3 Introduced in Council:

Adopted by Council:

5 December 16, 2019

7 Introduced by:

Referred to:

10 Bobby Reishman and Joseph Jenkins

Finance

12 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA
13 AUTHORIZING THE FILING OF CIVIL ACTIONS FOR THE CONDEMNATION OF PROPERTY FOR
14 SANITARY SEWER EASEMENTS NECESSARY FOR THE SANITARY BOARD OF THE CITY OF
15 CHARLESTON, WEST VIRGINIA TO CONSTRUCT, INSTALL AND COMPLETE PHASE I OF ITS
16 WOODWARD BRANCH SEWER REPLACEMENT AND REHABILITATION PROJECT

18 WHEREAS, the Sanitary Board of the City of Charleston, West Virginia (the "Sanitary Board") has
19 presented a Resolution requesting the City Council of the City of Charleston, West Virginia to
20 authorize the City of Charleston (the "City") to file civil actions in the Circuit Court of Kanawha
21 County for the condemnation of property for sanitary sewer permanent easements, temporary
22 easements, temporary construction access easements, and temporary access easements
23 necessary for the Sanitary Board to construct, install and complete Phase I of its Woodward
24 Branch Sewer Replacement and Rehabilitation Project (the "Project");

26 WHEREAS, the City, in accordance with the provisions of Chapter 16, Article 13 of the Code of
27 West Virginia, 1931, owns the sewerage system, both within and without the corporate limits of
28 the City, consisting of a sewage treatment plant or plants and its collecting, intercepting and
29 outlet sewers, lateral sewers, drains, force mains, conduits, pumping stations and ejector stations
30 and all other appurtenances, extensions, improvements and betterments necessary,
31 appropriate, useful, convenient or incidental for the collection, treatment, purification and
32 disposal in a sanitary manner of liquid and solid waste, sewage and industrial waste (the
33 "System");

35 WHEREAS, the Sanitary Board, created by Ordinance of the City Council adopted March 17, 1952,
36 is a separate entity from the City;

38 WHEREAS, by Ordinance of the City Council adopted June 16, 1952, custody, administration,
39 operation and maintenance of the System were placed under the supervision and control of the
40 Sanitary Board;

1 WHEREAS, due to statutory provisions under which the City owns the System, it is necessary for
2 the City to file civil actions for the condemnation of property for easements necessary for the
3 System;

4 WHEREAS, the Sanitary Board is pursuing the Project in the areas of the City including, but not
5 limited to, 26th Street (between 7th Avenue and Washington Street West), Washington Street
6 West (East and West from intersection with 26th Street and Woodward Drive), Woodward Drive
7 (from intersection with Washington Street West to Headly Drive), Woodhaven Drive, Woodpath
8 Lane, and Wilmore Lane, which is necessary to correct older, failing sewer collection lines and is
9 necessary for the health and welfare of the citizens of the City;

10
11 WHEREAS, the Project includes the replacement and/or rehabilitation of approximately 15,300
12 linear feet (approximately 2.9 miles) of sewer lines, and numerous permanent easements and
13 temporary construction easements are necessary to undertake and complete the Project;

14
15 WHEREAS, the Sanitary Board and its right-of-way agents have diligently sought easement
16 agreements for such necessary easements from the affected property owners and have received
17 and recorded many signed easement agreements;

18
19 WHEREAS, due to numerous factors including, but not limited to, out-of-state property owners,
20 properties held in heirships with numerous heirs, some whose location is unknown, and
21 uncooperative or uncommunicative property owners, the Sanitary Board has been unable to
22 obtain by negotiation and agreement all of the necessary sewer easements; and

23
24 WHEREAS, the Sanitary Board has no choice but to request the City to authorize the filing of civil
25 actions for the acquisition, pursuant to the City's power of eminent domain, certain property
26 interests in order to obtain the necessary sewer easements for the Project; now, therefore,

27
28 Be it Resolved by the Council of the City of Charleston, West Virginia, as follows:

29
30 Section 1. To accomplish construction of the Project in the aforesaid areas of the City necessary
31 for the health and welfare of the citizens of the City, the Sanitary Board must obtain easements
32 across and through certain properties as set forth on Exhibit A to this Resolution.

33
34 Section 2. The Sanitary Board requests the Council of the City to authorize the City, on behalf of
35 and by and through the Sanitary Board and its counsel to file civil actions for the acquisition for
36 the Sanitary Board, pursuant to the power of eminent domain, of the property interests set forth
37 on Exhibit A and to take such other and further action as may be reasonably necessary to acquire
38 the property rights for easements necessary to construct, install, operate, maintain, repair,
39 replace, rehabilitate, line and remove sewer lines and appurtenances thereto.

40
41 Section 3. The Council of the City hereby authorizes the City, on behalf of and by and through
42 the Sanitary Board and its counsel to file civil actions for the acquisition for the Sanitary Board,
43 pursuant to the power of eminent domain, of the property interests set forth on Exhibit A as

1 needed and to take such other and further action as may be reasonably necessary to acquire the
2 property rights for easements necessary to construct, install, operate, maintain, repair, replace,
3 rehabilitate, line and remove sewer lines and appurtenances thereto.
4

EXHIBIT A
LIST OF EASEMENTS TO BE CONDEMNED
FOR THE WOODWARD BRANCH SEWER
REPLACEMENT AND REHABILITATION PROJECT
December 11, 2019

Tax Map/Parcel	Type of Easement
CN 4/3	Permanent
CN 4/11	Permanent and Temporary
CN 4/14	Permanent and Temporary
CN 4/15	Permanent and Temporary
CN 4/27	Permanent
CN 4/30	Permanent and Temporary
CN 5/3	Temporary
CN 5/5	Permanent and Temporary
CN 5/26	Permanent
CN 5/27	Permanent
CN 6/4	Temporary
CN 6/7	Temporary
CN 6/15	Temporary
CN 81/43	Permanent
CN 81/44	Permanent and Temporary
CN 81/45	Permanent and Temporary
CN 82/28	Temporary
CN 82/29	Temporary
CN 82/45	Permanent and Temporary
CN 82/46	Permanent
CN 82/51	Permanent
CN 82/55	Permanent and Temporary
CN 82/63	Permanent and Temporary
CN 85/98	Temporary
CN 85/124	Permanent
CN 85/125	Permanent and Temporary
CN 85/151	Temporary
CN 85/155	Permanent
CN 85/159	Temporary
CN 85/162	Temporary
CN 85/164	Temporary
CN 85/217	Temporary
CN 85/220	Permanent
CN 85/223	Temporary

Resolution No. 274-19

Introduced in Council:

Adopted by Council:

December 16, 2019

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 274-19 – Authorizing the Mayor or City Manager to enter into a contract with
2 DC Elevator in the amount of \$69,500.00, for repair of the elevator located in the Quarrier
3 Street Parking Garage. It is expected to be charged to the Civic Center Capital Improvement
4 Fund.

5

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

7

8 That the Mayor and Chief or City Manager to enter into a contract with DC Elevator in the
9 amount of \$69,500.00, for repair of the elevator located in the Quarrier Street Parking Garage.
10 It is expected to be charged to the Civic Center Capital Improvement Fund.

Elevator Repair and Replacement for the CCCC Parking Garage

Project No. 2019-001

Bid Opening: December 12, 2019 @ 11:00am

	DC Elevator	Oracle Elevator	Thyssenkrupp Elevator
	521 Slack Street, Suite B	4776 Chimney Drive	901 Morris Street
	Charleston WV, 25302	Charleston, WV 25302	Charleston WV, 25301
	P: (304) 345-7222	P: (304) 744-4020	P: (304) 342-0187
	kathy.davis@dcelevator.com	steven.scott@oracleelevator.com	eric.hackney@thyssenkrupp.com
Project Total	\$69,500.00	\$113,549.00	\$145,000.00
Local Vendor Preference (4%)	\$2,780 Discount (\$66,820)	\$4,541.96 Discount (\$109,007.04)	\$5,800 Discount (\$139,200)
Project Completion	60-75 days	74 days	80 days
Successful Bidder with Local Preference Consideration			

Resolution No. 275-19

Introduced in Council:

Adopted by Council:

December 16, 2019

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 275-19 – Authorizing the Mayor and Chief of Police to execute and enter into a
2 Subaward Recipient Agreement with Appalachia High Intensity Drug Trafficking Area (“HIDTA”)
3 for funds from the United States Office of National Drug Control Policy in the total amount of
4 \$156,000 to be awarded to the Metro Drug Enforcement Network Team. The 2020 calendar
5 year funds are designated for purchase of evidence and information (\$20,000); seven (7) full-
6 time officers at \$18,000 each (\$126,000); and overtime for four (4) part-time interdiction
7 officers at \$2,500 each (\$10,000).

8

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

10

11 That the Mayor and Chief of Police are authorized to execute and enter into a Subaward
12 Recipient Agreement with Appalachia High Intensity Drug Trafficking Area (“HIDTA”) for funds
13 from the United States Office of National Drug Control Policy in the total amount of \$156,000 to
14 be awarded to the Metro Drug Enforcement Network Team. The 2020 calendar year funds are
15 designated for purchase of evidence and information (\$20,000); seven (7) full-time officers at
16 \$18,000 each (\$126,000); and overtime for four (4) part-time interdiction officers at \$2,500
17 each (\$10,000).

18



December 2, 2019

Chief of Police
Charleston Police Department
P.O. Box 2749
Charleston, WV 25330

Dear Chief of Police:

We are pleased to inform you that the CY 2020 Appalachia HIDTA Subaward Agreement is ready for your review and signature.

The original Subaward Agreement for CY 2020 and the subaward conditions are enclosed. By accepting this subaward, you assume the administrative and financial responsibilities outlined in the enclosed Subaward Conditions. Should your organization not adhere to these terms and conditions, Appalachia HIDTA may terminate the grant for cause or take other administrative action.

Also enclosed you will find a copy of your agency's CY 2020 HIDTA budget and information regarding the AHIDTA Reimbursement Form LC-07.

If you accept this subaward, **please sign and date both the Subaward Agreement on page 1 and the Subaward Conditions on page 11 and return via email or regular mail to the following:**

Email: Finance@ahidta.org

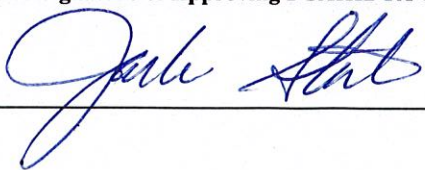
**Mail: Finance Department
Appalachia HIDTA
400 South Main Street, 3rd Floor
London, KY 40741**

If you have questions, please feel free to call. Remember that we are always here to assist you and we look forward to working with your agency.

Sincerely,

Vic Brown, Director
Appalachia HIDTA

Encl.

Financial Commission for Appalachia HIDTA (FCAHIDTA)		Subaward Agreement	
1. Recipient Name and Address: Charleston Police Department P.O. Box 2749 Charleston, WV 25330		7. Federal Award Project Description: <i>This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Appalachia HIDTA and approved by the Office of National Drug Control Policy.</i>	
2. Subrecipient DUNS number (If this number is not correct, please make pencil changes before returning this agreement. If no number is listed in the box below, please provide your agency DUNS number when returning this signed document). 068128198 (DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. A non- Federal entity is required to have a DUNS number in order to apply for, receive, and report on a Federal award. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).		8. Federal Award/Subaward Number (FAIN): G20AP0001A	9. Federal Award Date: January 1, 2020
		10. Subaward period of Performance: From: 01/01/2020 to 12/31/2020	
3. Federal Award Identification: High Intensity Drug Trafficking Areas (HIDTA) Program		11. Pass-through entity name: Laurel County Fiscal Court	
4. Federal Awarding Agency: Office of National Drug Control Policy		12. Pass-through entity contact information: Jodi Albright, Commissioner 400 South Main Street, 3 rd Floor London, KY 40741	
5. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program – 95.001</i>		13. Indirect Cost Rate: \$0.00	
6. Award Type: B-Projects		14. R&D Award: No	
FCAHIDTA APPROVAL		RECIPIENT ACCEPTANCE	
15a. Typed Name and Title of Approving Official: Jodi Albright, Commissioner Financial Commission for Appalachia HIDTA		17a. Typed/Printed Name and Title of Authorized Official:	
15b. Signature of Approving FCAHIDTA Official: 	Date: 11/11/19	17b. Signature of Authorized Recipient:	Date:
16a. Typed Name and Title of Approving Official: Jackie Steele, Commissioner Financial Commission for Appalachia HIDTA		18. Authorized Official e-mail address:	
16b. Signature of Approving FCAHIDTA Official: 	Date: 11/14/19	19. Authorized Official telephone number:	

SUBAWARD CONDITIONS

1. **PURPOSE:** This agreement is entered into by and between the Charleston Police Department (hereinafter referred to as "Subrecipient") and the Financial Commission for Appalachia High Intensity Drug Trafficking Area (hereinafter referred to as "Financial Commission"). The Subrecipient has been selected by, and agrees to accept funds awarded from the United States Office of National Drug Control Policy (hereinafter referred to as "ONDCP") and Financial Commission pursuant to this subaward agreement. The funds will be administered by the Financial Commission and the HIDTA Assistance Center on behalf of ONDCP. The purpose of this agreement is to clarify the conditions under which the funds are to be accepted, and may be used, by the Subrecipient and to outline the responsibilities of the participating parties.
2. **AUDIT READINESS AND COMPLIANCE:** The Subrecipient agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. The Subrecipient understands that it may be subject to audit by the Appalachia HIDTA, Laurel County Fiscal Court (Financial Commission), agencies of the United States of America, and/or any other applicable agency and agree to fully cooperate with any or all of those entities in the event of inquiry or audit. The Subrecipient further agrees to maintain an inventory control system to account for all expenditures of these funds, in accordance with the policies of, and procedures required by, the Appalachia HIDTA.
3. **STANDARDS AND GUIDELINES:** The Subrecipient acknowledges receipt and understanding of the HIDTA Program Policy and Budget Guidance produced by ONDCP as well as other guidelines that have been, or will be, approved by the Executive Board, and agrees to abide by them. The Subrecipient further agrees to comply with the terms of the Office of Management and Budget's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as well as all relevant state, county and municipal financial and accounting rules, regulations, standards and guidelines. Subrecipient further agrees to abide by all regulations and guidelines governing the use of ONDCP funds distributed for the purchase of evidence or information ("PEPI" Funds).
4. **PUBLIC RECORDS COMPLIANCE:** The Subrecipient agrees to comply with the provisions of Chapter 61.870, Kentucky Statutes, entitled "Public Records", as well as any other public record statutes that may be applicable to the Subrecipient's jurisdiction.
5. **ROLE OF THE FINANCIAL COMMISSION FOR APPALACHIA HIDTA:** The Subrecipient understands that the role of the Financial Commission for Appalachia HIDTA is limited to disbursing ONDCP funds per the instructions of the Appalachia HIDTA, through its designated representative, and/or the HIDTA Assistance Center staff. The Subrecipient understands that it may not bind or commit the HIDTA Assistance Center or Financial Commission for Appalachia HIDTA contractually, or act as an agent for either entity in any way.
6. **TERMINATION, SUSPENSION OR DELAY:** The Subrecipient agrees that the HIDTA Assistance Center and the Financial Commission for the Appalachia HIDTA have the right to terminate, suspend or delay any payment to Subrecipient if the payment request clearly fails to meet Financial Commission budgetary guidelines. In the event that the HIDTA Assistance Center and/or Financial Commission deem such an act necessary, the HIDTA Director and the Subrecipient shall be notified within three business days of the decision. The Director shall then make a determination regarding whether to continue the termination, suspension or delay of the payment. The Financial Commission shall act according to the directive of the Director and/or the Executive Board regarding the payment. The Subrecipient agrees that it shall have no cause of action or legal claim whatsoever against the HIDTA Assistance Center or the Financial Commission for Appalachia HIDTA in the event either decides to exercise its rights under this agreement.
7. **CONDITIONS OF SIGNATURES:** It is expressly understood and agreed that the agency representative's signature in execution of this Agreement does not alter or constitute a waiver in whole or part of any of the privileges or immunities otherwise enjoyed by any of the units of Government that are parties hereto. Parties agree that the signatures of Jackie Steele and/or J. L. Albright, are placed on this document in their official capacities as Financial Commissioners for HIDTA only, and this agreement constitutes an obligation only to the extent that there is money available from a grant for payment and for all other purposes shall be of no force and effect. These signatures do not to any extent bind or obligate Jackie Steele and/or J. L. Albright or Laurel County, Kentucky, to any extent, except to the extent grant funds are available, and then only from said funds.

8. **LEGAL ACTION:** Any and all suits or any legal action naming Appalachia HIDTA and/or Financial Commission for Appalachia HIDTA as a party; and, relating to this agreement shall be instituted and prosecuted in the appropriate Court of the Commonwealth of Kentucky or United States District Court, Eastern District of Kentucky and each party hereto waives the right to a change in venue and jurisdiction. This agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Kentucky regardless of place of its execution or performance.
9. **DECONFLICTION:** All officers from your agency that are assigned to an AHIDTA initiative shall use the AHIDTA's Investigative Support Center for event and case/subject deconfliction of all AHIDTA enforcement activities.
10. **SUPPLEMENTAL AGREEMENTS ATTACHED:** The Subrecipient acknowledges following documents are attached to this agreement and that the policies set forth therein are acceptable to the Subrecipient and considered an integral portion of the Subaward Agreement.

Documents are as follows:

- A. General Terms and Conditions
- B. Recipient Integrity and Performance Matters
- C. Program Specific Terms and Conditions
- D. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status and Implementing Regulations
- E. Confidential Funds Certification

11. **REQUESTS FOR REIMBURSEMENT AND CLOSEOUT OF SUBAWARD:**

Requests for reimbursements should be submitted for processing on a monthly basis and no more than on a quarterly basis. The requests should be submitted no later than 30 days past the end of the month or quarter. Final reimbursements for each calendar year are due 60 days after the end of the year (February 28). Any reimbursements submitted past the February 28 deadline will not be reimbursed.

This subaward is considered closed after this final payment has been made. Any remaining balance in the subaward at that time will be released to the AHIDTA program to be reallocated per guidance from the AHIDTA Executive Board.

12. **PAYMENT METHOD:**

All payments will be made via Electronic Funds Transfer (also referred to as ACH Direct Deposit) to the subrecipient's bank account.

13. **LAW ENFORCEMENT OVERTIME REIMBURSEMENT:**

The overtime limit for the Appalachia HIDTA program is \$18,000 per officer per calendar year. Appalachia HIDTA further limits overtime reimbursement to \$3,000 per officer, per month without prior approval from the State Coordinator in your respective state.

Be advised, overtime reimbursement from all Federal sources cannot exceed the lower of: (1) applicable state, local, and tribal regulations of officer's parent agency; or (2) 25% of the Federal GS-12, Step 1 level pay scale for "Rest of US" in the law enforcement general schedule in effect at the beginning of the calendar year. This overtime rate is the maximum that an officer can receive during the calendar year, fiscal year or other 12-month period from all Federal funding sources combined.

Appalachia HIDTA allocates overtime funding each calendar year based on fulltime task force officer positions. If your agency has been awarded overtime funding for such a position, and the position goes unfilled for six consecutive months, Appalachia HIDTA will terminate the position and the funding will no longer be available for reimbursement.

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact Financial Commission for Appalachia HIDTA promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
 - 28 CFR Part 69 - "New Restrictions on Lobbying"
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 6 of these terms and conditions
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. The recipient gives the awarding agency, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
6. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to subawards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- iii. If you have a parent, affiliate, subsidiary organization that is not a state, local government, or Native American tribe, you must also maintain in written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

7. FFATA/DATA Act Compliance. Each applicant is required to (i) Be registered in the System for Award Management (SAM) (ii) provide a valid DUNS number on the subaward agreement; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

8. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

9. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:

- a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions.

These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as a recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administration proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceedings means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceeding, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into this award document.

1. This grant is awarded for the Appalachia HIDTA program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject of the requirements in ONDCP's "HIDTA Program Policy and Budget Guidance."
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the "HIDTA Program Policy and Budget Guidance."
6. Property acquired with these HIDTA grant funds is to be used for activities of the Appalachia HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, you should make this equipment available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the quarterly reporting system established by the Appalachia HIDTA.

OFFICE OF NATIONAL CONTROL POLICY

E. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants certifications regarding federal debt status, debarment and suspension, and a drug-free workplace. Applicants requesting monies greater than \$100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a "Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

- (c) The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions.

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification. He or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about

- 1) The dangers of drug abuse in the workplace;
 - (2) The applicant's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (a) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (b) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:
- (c) Notifying the agency, in writing, within 10 calendar days of receiving notice under subparagraph (d)(2) form an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title to: The Assistance Center, 11200 NW 20 Street, Suite 100, Miami, Florida 33172. Notice shall include identification number of each affected grant;
 - (d) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (e) Making a good faith effort to continue to maintain a drug-free free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- A. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Agency Name – Charleston Police Department

Place of performance (street address, city, county, state, zip code)

**P.O. Box 2749
Charleston, WV 25330**

Check if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG-FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

- A. As a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 11200 NW 20 Street, Suite 100, Miami, FL 33172.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE DISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794) , which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

F. HIDTA Program Policy and Budget Guidance

Section 6.12

6.12 CONFIDENTIAL PAYMENTS

HIDTA program funds may be used by participating agencies for the confidential purchase of services, evidence, and information, subject to the requirements of this subsection. These provisions apply to all grantees or resource recipients, and HIDTA staff involved in the use of HIDTA grants for confidential funds.

6.12.1 Definition

Confidential funds are those monies allocated to:

Purchase of Services (P/S)

This category includes travel or transportation of an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft, or boats, or similar effects to create or establish the appearance of affluence; and/or meals, beverages entertainment, and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.

Purchase of Evidence (P/E)

This category is for the purchase of evidence and/or contraband, such as narcotics and other dangerous drugs, firearms, stolen property, counterfeit tax stamps, documents, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.

Purchase of Specific Information (P/I)

This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under P/S and charged accordingly.

6.12.2 Written Procedures

Special accounting and control procedures should govern the use and handling of HIDTA program funds for confidential expenditures. It is important that expenditures are accurately reported as PE/PI/PS. It is only in this manner that these funds may be properly accounted for and accurate forecasts of projected need be made. Each agency authorized to disburse confidential funds must develop and follow written procedures that incorporate the elements listed below. This information must be made available to the HIDTA Director or his representatives, or to representatives of ONDCP upon request. If an agency does not have such procedures, the HIDTA Director is responsible for working with that agency to develop adequate procedures.

Transaction records must clearly reflect:

- Case identifier;
- The date of payment(s) of confidential funds;
- The name of the payer and a witness to the payment;
- The name of the person approving the payment;
- The purpose for which the funds were used;
- Informant number or other non-sensitive identifier; and
- Adequate explanation to allow an auditor to determine that the funds were properly categorized.

Documentation

Purchase of Services expenditures, when not endangering the safety of the officer or informant, must be supported by canceled tickets, receipts, lease agreements, etc. If not available, the office head or his immediate subordinate must certify that the expenditures were necessary and justify why supporting documents were not obtained.

HIDTA grantees and resource recipients must document informant identities, actual receipts, and other information that the agency deems appropriate. These records may be maintained as sensitive and for agency use only.

RECIPIENT ACCEPTANCE OF SUBAWARD CONDITIONS



Printed Name and Title of Authorized Official

Signature of Authorized Recipient

Date

Charleston Police Department

OFFICE OF THE CITY ATTORNEY
CITY OF CHARLESTON
APPROVED AS TO FORM THIS
day of Dec., 2019.
and
for

Reviewing Attorney

AHIDTA Reimbursement Form LC-07

- The LC-07 Reimbursement Form can be found under the Resources Tab on AHIDTA's website at www.ahidta.org.
- We have provided the forms in two different formats, Excel and a fillable PDF.
- We encourage you to download the form from the website with each reimbursement request to ensure you are using the most current form.
- Instructions for the LC-07 form can also be found on the AHIDTA website.

2020 - Appalachia

Initiative - Metropolitan Drug Enforcement Network Team

Award Recipient - Laurel County Fiscal Court (G20AP0001A)

Resource Recipient - Charleston Police Department

Overtime	Account Number	Quantity	Amount
Investigative - Law Enforcement Officer	01-02-20-284-64-6080.05	11	\$136,000.00
Seven full time officers from the Charleston Police Department at \$18,000 each per year and 4 part-time interdiction officers at \$2,500 each.			
Total Overtime		11	\$136,000.00
Other			Amount
PE/PI/PS	01-02-20-284-64-5601.01		\$20,000.00
Total Other			\$20,000.00
Total Budget			\$156,000.00

**MUNICIPAL COURT
CITY OF CHARLESTON**

**Post Office Box 2749
Charleston, West Virginia 25330
(304) 348-8079**

Anne B. Charnock, Judge

Conrad Lucas, Clerk

TO: Mayor Amy Shuler Goodwin
FROM: Conrad Lucas, Clerk
DATE: **Thursday, December 5th, 2019**
RE: **November 2019** Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 470

Criminal Violations: 79

Traffic Violations: 391

Parking: 0

Building Search Warrants: 0

RESTITUTION COLLECTED (paid to victims): \$910.00

Primarily related to shoplifting cases, restitution monies are collected and refunded to the store/victim.

FINANCIAL REPORT ATTACHED

cc: Judge Anne B. Charnock
Miles Cary, City Clerk
Victor Grigoraci, Treasurer
Lieutenant Paul Perdue, Deputy Chief of Police
Tony Harmon, Building Department
David Potters, Office of the City Attorney
Captain Mark Abbott, CPD
Nikki Smith, City Clerk's Office

Violations by Filed Date...

TRAFFIC	391	
CRIMINAL	79	
Total Filed Violations		470

Completed Cases...

Paid Fine...		
TRAFFIC	199	
CRIMINAL	3	
Total Paid Fines		202
Before Judge...		
TRAFFIC	16	
CRIMINAL	0	
Total Before Judge		16
Total Completed		218

Other Completed...

DISMISS- OFFICER NOT WITH CITY		
TRAFFIC	149	
CRIMINAL	32	
Total		181

DEFENDANT DECEASED		
TRAFFIC	3	
CRIMINAL	9	
Total		12

DISMISSED OFFICER FAIL TO PROS		
TRAFFIC	10	
CRIMINAL	8	
Total		18

DISMISSED(PRESENTED INSURANCE)		
TRAFFIC	30	
CRIMINAL	0	
Total		30

DISMISSED (BY JUDGE'S ORDER)_		
TRAFFIC	7	
CRIMINAL	0	
Total		7

DISMISSED E-PROOF		
TRAFFIC	2	
CRIMINAL	0	

CHARLESTON MUNICIPAL COURT

Page: 2

Report For November 1, 2019 Thru November 30, 2019 FILEDST

Total		2
DISMISSED (PRESENTED DL)		
TRAFFIC	3	
CRIMINAL	0	
Total		3
DISMISSED STORE CLOSED		
TRAFFIC	0	
CRIMINAL	1	
Total		1
DISMISSED OFF FAIL TO PROV VIN		
TRAFFIC	6	
CRIMINAL	0	
Total		6
DISMISSED (PROSECUTOR'S ORDER)		
TRAFFIC	64	
CRIMINAL	15	
Total		79
DISMISSED PRESENTED RECORDS		
TRAFFIC	68	
CRIMINAL	2	
Total		70
DISMISSED AFTER PT DIVERSION		
TRAFFIC	27	
CRIMINAL	6	
Total		33
DISMISSED WITHOUT PREJUDICE		
TRAFFIC	22	
CRIMINAL	55	
Total		77
VOIDED DOCKET		
TRAFFIC	3	
CRIMINAL	1	
Total		4
Total Other Completed		523
Grand Total Completed		741
Net Difference Filed/Complete		271-

Warrants...

Issued...		
TRAFFIC	304	
CRIMINAL	251	

CHARLESTON MUNICIPAL COURT
 Report For November 1, 2019 Thru November 30, 2019

Page: 3

FILEDST

Total Violations	555
Total Warrants Issued	555

Cleared...

TRAFFIC	452	
CRIMINAL	155	
Total Violations		607
Total Warrants Cleared		607

Change in Total Warrants	52-
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Other Paid Cases...

Paid Fine...

Total Other Paid Fines	110
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FINE FINE	\$20,833.00
JAILF REGIONAL JAIL CORR.	\$6,792.00
LAWFND LAW ENFORCE. TRAIN STATE	\$1,333.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	\$774.00
CVC CRIME VICTIM'S FUND	\$1,352.00
ADMIN ADMINISTRATIVE COST	\$324.00
CCF COMMUNITY CORRECTIONS FUND	\$60.00
ABF APPEAL BOND FEE	\$10.00
OP OVER PAYMENT	\$3.00
REST RESTITUTION	\$910.00

Total Fees/Fines Paid	\$32,391.00
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Monthly Report – Definition Key

Violations by Filed Date:

Violations keyed into the Court software during the month

Completed Cases:

Cases where the fine and court costs were paid in full and the case was closed during the month.

Before Judge:

Number of violations where a case set for trial before the judge; the defendant was found guilty or entered a guilty plea at trial and the defendant paid off all costs/fines in full thereby closing the case.

Other Completed -Dismissed (By Complainant):

The City Attorney moved to dismiss cases because the person who filed the complaint no longer wishes to pursue the charges.

Defendant Deceased:

Cases dismissed because the defendant died.

Dismissed Officer Fail to Pros:

Cases dismissed because the officer failed to appear in Court.

Dismissed (presented insurance):

Cases dismissed because the defendant presented valid proof of insurance for the offense date.

Dismissed (presented DL):

Cases dismissed because the defendant presented a valid driver's license.

Dismissed Mistaken Identity:

Cases dismissed cases on the City Attorney's motion due to mistaken identity.

Dismissed (Prosecutor's Order):

Cases dismissed on the City Attorney's motion or as a result of a plea agreement.

Dismissed Presented Records:

Cases dismissed because the defendant presented records to satisfy a code or Court requirement.

Dismissed After PT Diversion:

Cases dismissed because the defendant entered into a Pre-Trial Diversion agreement with the City and satisfied the requirements of the Pre-Trial Diversion.

Dismissed Victim/Witness FTA:

Cases dismissed because the witness or victim did not appear in Court for trial.

Dismissed without prejudice:

Cases dismissed but the City having the option to re-file the case within one (1) year of the date of the offense.

Dismissed No Drug Results:

Drug results were not received for trial.

Dismissed – Officer Not With City

Officer/Witness is no long employed by the City.

Warrants

The Court issues warrants for Failure to Appear in Court for court sessions. These warrants are printed and copied to the CPD Warrants Division.

Cleared:

The Court clears warrants once the warrant is served by an officer or when a defendant self reports to the Court. The Court also clears warrants if a person is deceased, posts bond and or, in some cases, enters a plea.

Other Paid Cases:

The Court received a partial payment for a case; however, the defendant still has a balance due.

Search Warrant Issued:

A search warrant document was prepared and presented to the court by the City Attorney's office with regard to safety and public health concerns of a structure/property.

This report is not indicative of the case volume in Municipal Court. Rather, this information reflects payment status/coding for cases.

CITY OF CHARLESTON
Payroll Variance Analysis
November 2019

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	33,346	33,346	0	0.00%	122,269	122,269	0	0.00%	289,000	166,731
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	33,346	33,346	0	0.00%	122,269	122,269	0	0.00%	289,000	166,731
Mayor - CARE Office	409-02	Regular	12,346	-	12,346	100.00%	20,577	-	20,577	100.00%	107,000	107,000
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	12,346	-	12,346	100.00%	20,577	-	20,577	100.00%	107,000	107,000
City Council	410	Regular	19,500	18,500	1,000	5.13%	71,500	58,500	13,000	18.18%	169,000	110,500
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	19,500	18,500	1,000	5.13%	71,500	58,500	13,000	18.18%	169,000	110,500
City Manager - Admin.	412-00	Regular	57,865	58,679	(814)	-1.41%	212,171	213,490	(1,320)	-0.62%	501,494	288,004
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	57,865	58,679	(814)	-1.41%	212,171	213,490	(1,320)	-0.62%	501,494	288,004
City Treasurer	413	Regular	14,217	14,217	(0)	0.00%	52,128	52,128	(0)	0.00%	123,211	71,083
		IPT	1,038	910	128	12.37%	3,808	2,325	1,483	38.94%	9,000	6,675
		OT	-	-	-		-	-	-		-	-
		Total	15,255	15,127	128	0.84%	55,935	54,453	1,483	2.65%	132,211	77,758
City Collector	414	Regular	77,705	63,428	14,277	18.37%	284,919	249,335	35,584	12.49%	673,445	424,110
		IPT	-	-	-		-	-	-		-	-
		OT	-	22	(22)		-	47	(47)		-	(47)
		Total	77,705	63,450	14,255	18.34%	284,919	249,382	35,537	12.47%	673,445	424,063
City Clerk	415	Regular	14,309	14,309	(0)	0.00%	52,467	52,468	(0)	0.00%	124,014	71,546
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	14,309	14,309	(0)	0.00%	52,467	52,468	(0)	0.00%	124,014	71,546
Municipal Court	416	Regular	33,488	33,118	370	1.10%	122,790	115,830	6,960	5.67%	290,232	174,402
		IPT	2,077	1,140	937	45.11%	7,615	5,899	1,716	22.54%	18,000	12,101
		OT	2,585	767	1,818	70.33%	9,477	6,586	2,891	30.50%	22,400	15,814
		Total	38,150	35,025	3,125	8.19%	139,883	128,316	11,567	8.27%	330,632	202,316

CITY OF CHARLESTON
Payroll Variance Analysis
November 2019

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	42,287	42,000	287	0.68%	155,051	154,000	1,051	0.68%	366,485	212,485
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	42,287	42,000	287	0.68%	155,051	154,000	1,051	0.68%	366,485	212,485
Accounting	418	Regular	33,134	33,133	0	0.00%	121,490	121,489	0	0.00%	287,157	165,668
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	33,134	33,133	0	0.00%	121,490	121,489	0	0.00%	287,157	165,668
Engineering - General	420-00	Regular	53,174	52,036	1,138	2.14%	194,971	193,833	1,138	0.58%	460,841	267,008
		IPT	404	-	404	100.00%	1,481	-	1,481	100.00%	3,500	3,500
		OT	-	-	-		-	-	-		-	-
		Total	53,578	52,036	1,542	2.88%	196,452	193,833	2,619	1.33%	464,341	270,508
Engineering - Stormwater	420-01	Regular	25,036	25,036	0	0.00%	91,798	91,798	0	0.00%	216,976	125,178
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	25,036	25,036	0	0.00%	91,798	91,798	0	0.00%	216,976	125,178
MOECD	421	Regular	45,493	45,493	0	0.00%	166,807	166,463	344	0.21%	394,272	227,809
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	45,493	45,493	0	0.00%	166,807	166,463	344	0.21%	394,272	227,809
Human Resources	422	Regular	47,370	47,281	89	0.19%	173,689	170,600	3,089	1.78%	410,538	239,938
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	47,370	47,281	89	0.19%	173,689	170,600	3,089	1.78%	410,538	239,938
Mail Room	431	Regular	3,708	3,708	-	0.00%	13,596	13,596	(0)	0.00%	32,136	18,540
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	3,708	3,708	-	0.00%	13,596	13,596	(0)	0.00%	32,136	18,540
Building Commission	436	Regular	71,890	71,748	143	0.20%	263,598	262,603	995	0.38%	623,050	360,447
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	71,890	71,748	143	0.20%	263,598	262,603	995	0.38%	623,050	360,447

CITY OF CHARLESTON
Payroll Variance Analysis
November 2019

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	45,529	44,206	1,323	2.91%	166,941	162,090	4,851	2.91%	394,587	232,497
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	45,529	44,206	1,323	2.91%	166,941	162,090	4,851	2.91%	394,587	232,497
Information Systems	439	Regular	64,202	65,100	(897)	-1.40%	235,408	239,183	(3,775)	-1.60%	556,420	317,237
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	64,202	65,100	(897)	-1.40%	235,408	239,183	(3,775)	-1.60%	556,420	317,237
General Services	440	Regular	43,910	46,606	(2,696)	-6.14%	161,002	175,198	(14,196)	-8.82%	380,550	205,352
		IPT	5,192	160	5,032	96.92%	19,038	730	18,308	96.17%	45,000	44,270
		OT	7,200	1,391	5,809	80.68%	26,400	20,569	5,831	22.09%	62,400	41,831
		Total	56,302	48,157	8,145	14.47%	206,440	196,497	9,944	4.82%	487,950	291,453
Strategy Management	442	Regular	20,182	19,968	214	1.06%	74,000	58,789	15,211	20.56%	174,910	116,121
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	20,182	19,968	214	1.06%	74,000	58,789	15,211	20.56%	174,910	116,121
Constituent Services	442-01	Regular	8,583	-	8,583	100.00%	8,583	-	8,583	100.00%	51,500	51,500
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	8,583	-	8,583	100.00%	8,583	-	8,583	100.00%	51,500	51,500
Morris Square Property	500	Regular	2,748	2,931	(183)	-6.67%	10,075	14,297	(4,222)	-41.91%	23,814	9,517
		IPT	-	-	-		-	-	-		-	-
		OT	1,108	288	820	74.03%	4,062	1,048	3,014	74.21%	9,600	8,552
		Total	3,855	3,219	637	16.52%	14,137	15,345	(1,208)	-8.55%	33,414	18,069
Public Works	566	Regular	12,000	12,000	-	0.00%	44,000	44,000	-	0.00%	104,000	60,000
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	12,000	12,000	-	0.00%	44,000	44,000	-	0.00%	104,000	60,000
Public Grounds - Adm.	567-00	Regular	99,263	98,153	1,110	1.12%	363,963	350,684	13,279	3.65%	860,277	509,593
		IPT	-	-	-		-	-	-		-	-
		OT	2,769	94	2,675	96.61%	10,154	3,942	6,212	61.18%	24,000	20,058
		Total	102,032	98,246	3,786	3.71%	374,117	354,626	19,492	5.21%	884,277	529,651

CITY OF CHARLESTON
Payroll Variance Analysis
November 2019

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Public Grounds - C/T	567-01	Regular	7,092	7,263	(171)	-2.41%	26,004	26,053	(49)	-0.19%	61,464	35,411
		IPT	-	-	-		-	-	-		-	-
	Budget 2	OT	462	-	462	100.00%	1,692	-	1,692	-100.00%	4,000	4,000
	Actual 2	Total	7,554	7,263	290	3.85%	27,696	26,053	1,644	5.93%	65,464	39,411
Police - Uniform	700-00	Regular	924,620	866,121	58,499	6.33%	3,390,274	3,197,736	192,539	5.68%	8,086,136	4,888,400
		OT	188,758	248,977	(60,219)	-31.90%	699,307	879,950	(180,643)	-25.83%	1,763,138	883,188
	Budget 173	Reimb.	(2,885)	(720)	(2,165)	-75.04%	(10,577)	(9,696)	(881)	-8.33%	(25,000)	(15,304)
	Actual 157	Total	1,110,493	1,114,378	(3,885)	-0.35%	4,079,005	4,067,989	11,015	0.27%	9,824,274	5,756,285
Police - Civilian	700-01	Regular	96,268	95,275	993	1.03%	352,982	336,244	16,738	4.74%	834,320	498,076
		IPT	5,769	3,160	2,609	45.23%	21,154	8,430	12,724	60.15%	50,000	41,570
	Budget 24	OT	10,338	9,532	806	7.80%	37,908	30,465	7,442	19.63%	89,600	59,135
	Actual 24	Total	112,375	107,967	4,408	3.92%	2,936,023	375,139	36,904	1.26%	973,920	598,781
Fire - Uniform	706-00	Regular	943,058	959,826	(16,768)	-1.78%	3,469,100	3,459,701	9,399	0.27%	8,319,058	4,859,357
		OT	112,987	84,397	28,589	25.30%	414,284	332,939	81,345	19.64%	1,014,784	681,845
	Budget 169	Reimb.	(1,385)	(1,850)	465	33.59%	(5,077)	(3,964)	(1,113)	-21.93%	(12,000)	(8,036)
	Actual 159	Total	1,054,659	1,042,373	12,286	1.16%	3,878,307	3,788,676	89,631	2.31%	9,321,842	5,533,166
Fire - Civilian	706-01	Regular	9,849	9,849	0	0.00%	36,112	36,112	0	0.00%	85,356	49,244
		IPT	-	-	-		-	-	-		-	-
	Budget 2	OT	-	-	-		-	-	-		-	-
	Actual 2	Total	9,849	9,849	0	0.00%	36,112	36,112	0	0.00%	85,356	49,244
Traffic	712	Regular	49,322	51,596	(2,274)	-4.61%	180,848	183,954	(3,105)	-1.72%	427,459	243,506
		IPT	-	-	-		-	-	-		-	-
	Budget 11	OT	1,292	317	976	75.49%	4,738	5,680	(942)	-19.87%	11,200	5,520
	Actual 11	Total	50,615	51,913	(1,298)	-2.57%	185,587	189,634	(4,047)	-2.18%	438,659	249,025
Emergency Services	716	Regular	16,535	6,000	10,535	63.71%	60,627	22,000	38,627	63.71%	143,301	121,301
		IPT	-	-	-		-	-	-		-	-
	Budget 2	OT	-	-	-		-	-	-		-	-
	Actual 1	Total	16,535	6,000	10,535	63.71%	60,627	22,000	38,627	63.71%	143,301	121,301
Street	750	Regular	268,363	248,031	20,332	7.58%	983,997	944,068	39,929	4.06%	2,325,810	1,381,742
		IPT	-	-	-		-	-	-		-	-
	Budget 73	OT	37,385	5,191	32,193	86.11%	89,077	78,577	10,500	11.79%	240,000	161,423
	Actual 64	Total	305,747	253,222	52,525	17.18%	1,073,073	1,022,645	50,429	4.70%	2,565,810	1,543,165

CITY OF CHARLESTON
Payroll Variance Analysis
November 2019

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Equipment Maintenance	754	Regular	91,995	87,714	4,282	4.65%	337,316	329,048	8,268	2.45%	797,293	468,245
		IPT	-	-	-		-	-	-		-	-
		OT	6,000	2,139	3,861	64.36%	22,000	11,458	10,542	47.92%	52,000	40,542
		Total	97,995	89,852	8,143	8.31%	359,316	340,506	18,810	5.24%	849,293	508,787
Refuse & Recycling	800	Regular	227,539	209,085	18,454	8.11%	834,309	757,598	76,711	9.19%	1,972,004	1,214,406
		IPT	-	-	-		-	513	(513)		-	(513)
		OT	25,846	7,527	18,319	70.88%	94,769	64,638	30,131	31.79%	224,000	159,362
		Total	253,385	216,612	36,773	14.51%	929,079	822,749	106,329	11.44%	2,196,004	1,373,255
Parks & Recreation	900	Regular	134,286	119,084	15,201	11.32%	492,380	444,860	47,521	9.65%	1,163,808	718,948
		IPT	5,600	15,296	(9,696)	-173.14%	156,800	181,127	(24,327)	-15.51%	280,000	98,873
		OT	5,908	2,731	3,177	53.78%	21,662	30,300	(8,638)	-39.88%	51,200	20,900
		Total	145,793	137,111	8,682	5.96%	670,842	656,287	14,555	2.17%	1,495,008	838,721
Public Arts	906	Regular	5,769	5,769	(0)	0.00%	21,154	21,154	(0)	0.00%	50,000	28,846
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	5,769	5,769	(0)	0.00%	21,154	21,154	(0)	0.00%	50,000	28,846
Municipal Auditorium	910	Regular	11,157	11,445	(288)	-2.58%	40,909	41,195	(285)	-0.70%	96,695	55,500
		IPT	-	-	-		-	-	-		-	-
		OT	462	158	304	65.83%	1,692	1,170	522	30.84%	4,000	2,830
		Total	11,619	11,603	15	0.13%	42,602	42,365	237	0.56%	100,695	58,330
Spring Hill Cemetery	952	Regular	37,346	34,534	2,812	7.53%	136,936	115,904	21,031	15.36%	323,666	207,762
		IPT	-	-	-	#DIV/0!	32,938	31,873	1,065	3.23%	62,000	30,127
		OT	1,108	196	912	82.33%	4,062	2,082	1,979	48.73%	9,600	7,518
		Total	38,454	34,730	3,724	9.68%	173,935	149,859	24,075	13.84%	395,266	245,407
General Fund		Regular	3,704,482	3,556,587	139,312	3.76%	13,546,744	12,998,269	539,892	3.99%	32,301,279	19,303,010
		IPT	321,825	354,040	(585)	-0.18%	1,356,425	1,443,786	11,936	0.88%	3,245,422	1,801,636
		OT	98,192	27,782	40,480	41.23%	312,038	242,903	(28,168)	-9.03%	767,000	524,097
		Reimb.	(4,269)	(2,570)	(1,699)	-39.81%	(15,654)	(13,660)	(1,994)	-12.74%	(37,000)	(23,340)
		Total	4,120,231	3,935,839	177,508	4.31%	15,199,553	14,671,297	528,256	3.48%	36,276,701	21,605,404

CITY OF CHARLESTON
Payroll Variance Analysis
November 2019

Department		Type	Current Month					Year To Date				Annual		
Name	Code	Wages	Budget	Actual	Variance	%		Budget	Actual	Variance	%	Budget	Available	
Coliseum & Conv. Center		402	Regular	137,449	130,713	6,736	4.90%		503,980	488,534	15,446	3.06%	1,191,226	702,692
Budget 29		24	IPT	39,808	22,549	17,258	43.35%		145,962	64,950	81,012	55.50%	345,000	280,050
			OT	6,000	4,698	1,302	21.70%		22,000	15,053	6,947	31.58%	52,000	36,947
			Total	183,257	157,960	25,297	13.80%		671,942	568,537	103,405	15.39%	1,588,226	1,019,689
Parking System		406	Regular	68,603	68,039	565	0.82%		251,546	246,512	5,034	2.00%	594,563	348,051
Budget 18		18	IPT	5,885	4,728	1,157	19.66%		21,577	16,462	5,115	23.71%	51,000	34,538
			OT	1,846	56	1,790	96.95%		6,769	3,549	3,220	47.57%	16,000	12,451
			Total	76,334	72,823	3,511	4.60%		279,892	266,523	13,369	4.78%	661,563	395,040
Total		Regular	3,910,535	3,755,338	146,613	3.75%		14,302,270	13,733,315	568,955	3.98%	34,087,068	20,353,753	
		IPT	367,517	381,317	17,830	4.85%		1,523,963	1,525,198	(1,234)	-0.08%	3,641,422	2,116,224	
		OT	106,038	32,536	43,572	41.09%		340,808	261,505	79,302	23.27%	835,000	573,495	
		Budget 812	Reimb.	(4,269)	(2,570)	(1,699)	39.81%		(15,654)	(13,660)	(1,994)	12.74%	(37,000)	(23,340)
		Actual 751	Total	4,379,822	4,166,622	206,316	4.71%		16,151,387	15,506,358	645,029	3.99%	38,526,490	23,020,132

Vacancy Report:

CARE Office	2
Collector	3
Human Resources	1
Constituent Services	2
Public Works (all)	19
Police - Uniform	16
Fire - Uniform	10
Homeland Security	1
Parks & Rec	2
Total General Fund	56
CCCC	5
Total All	61

As of November 30, 2019



City of Charleston West Virginia

Vic Grigoraci, City Treasurer

City Treasurer's Report to City Council

Month Ended

November 2019

Please Note:

1. Here is the November 2019 Page 1 "All Funds Collections & Withdrawals" that shows the total of each fund balance.
2. A full copy of the November 2019 Report has been emailed to you.
3. The Report is searchable.
4. If you would like a paper copy of the full report, or if you need assistance in any way, please contact my office at 304-348-8029.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vic Grigoraci", is written over a light blue horizontal line.

Victor Grigoraci, CPA – City Treasurer

<u>Fund / Description</u>	<u>Balance November 2018</u>	<u>Balance October 2019</u>	<u>Collections November 2019</u>	<u>Withdrawals November 2019</u>	<u>Balance November 30, 2019</u>
001 General Fund	6,248,361.85	16,898,842.31	7,112,291.74	8,137,920.79	15,873,213.26
002 Coal Severance Tax	39.91	88.07	0.00	0.00	88.07
003 Municipal Stabilization	4,228,527.66	4,316,112.78	5,675.98	0.00	4,321,788.76
009 Community Development	4,178.13	29,765.17	143,516.45	166,644.26	6,637.36
010 Supportive Housing	0.00	3,651.18	2,466.18	6,117.36	0.00
012 West Side Improvement	0.00	8,054.00	57,972.00	24,200.75	41,825.25
014 IT Infrastructure	0.00	90,157.58	155.61	0.00	90,313.19
015 Charleston Land Reuse	0.00	45,777.41	72.79	8,323.40	37,526.80
016 Charleston Land Trust	45,624.84	82.20	0.11	0.00	82.31
017 Project West Invest	509.38	555.96	0.73	0.00	556.69
026 Uniform Pension Reserve Fund	14,807,833.16	19,515,736.27	7.86	305,723.00	19,210,021.13
035 Municipal Beautification	31,717.69	33,530.81	43.25	981.25	32,592.81
036 Special Demolition	15,209.86	18,217.99	23.96	0.00	18,241.95
037 Sister Cities	26,854.17	27,410.40	36.05	0.00	27,446.45
038 Solid Waste	943,073.04	602,559.98	321,215.15	90,451.21	833,323.92
039 Waste Disposal	0.00	0.00	88,769.80	88,769.80	0.00
040 Landfill Closure	3,245,279.77	3,358,810.88	11,899.90	0.00	3,370,710.78
041 Police Contributions	8,594.03	18,390.85	1,021.74	3,569.00	15,843.59
042 Police Evidence	32,110.20	1,122,843.91	1,472.76	5,494.88	1,118,821.79
043 Forfeited Funds	286,341.69	276,124.57	5,853.33	9,579.45	272,398.45
044 Municipal Court	175,288.61	218,209.27	32,375.00	49,648.71	200,935.56
045 Homeland Security	3,846.97	13,078.00	7,498.80	0.00	20,576.80
047 Health Insurance Reserves	6,075,006.99	6,200,838.11	8,154.53	0.00	6,208,992.64
048 Wayfinding Commission	73,355.67	74,144.32	97.50	0.00	74,241.82
049 Live On The Levee	15,235.97	10,344.33	2,942.87	8,000.00	5,287.20
074 Slack Plaza	0.00	600,000.00	0.00	0.00	600,000.00
080 Human Rights	176,793.29	176,793.29	0.00	0.00	176,793.29
081 Home Program	9,431.17	15,689.65	32,802.79	1,328.25	47,164.19
085 Firefighters Assistance Grant	77.08	77.08	0.00	0.00	77.08
088 SBA Riverfront Project Donation Account	9.18	9.18	0.00	0.00	9.18
088 SBA Riverfront Project Grant Account	10,167.71	10,167.71	0.00	0.00	10,167.71
095 Police Grants	257,586.91	83,813.61	1,423.06	55.00	85,181.67
096 Historic Preservation	2,601.00	2,601.00	18,000.00	0.00	20,601.00
099 Public Arts Grant	253,792.10	149,264.34	0.00	0.00	149,264.34
100 Sinking Fund	4,021,533.08	4,102,338.90	5,394.86	0.00	4,107,733.76
200 Infrastructure	149,369.62	152,463.51	200.50	0.00	152,664.01
214 Civic Center Capital Improvement	339,121.20	391,650.64	515.05	0.00	392,165.69
215 Municipal Auditorium Capital Improvement	139,715.31	161,261.76	212.07	0.00	161,473.83
220 General Maintenance	1,786,611.63	2,085,122.82	2,742.08	0.00	2,087,864.90
221 City Service Fee Capital Project	4,331,098.89	1,328,966.86	1,570.97	234,778.67	1,095,759.16
222 Facilities Maintenance	2,383,050.87	310,229.95	6,904.54	53,294.87	263,839.62
255 Ballpark Maintenance	108,689.49	55,744.70	69.53	2,873.40	52,940.83
402 Civic Center Revenue	65,920.64	211,104.04	634,488.92	680,479.21	165,113.75
406 Parking System Revenue	4,301,306.70	4,773,456.53	256,651.66	144,945.68	4,885,162.51
426 Parking Operation and Maintenance	1,582,842.96	1,687,583.57	2,132.08	107,353.72	1,582,361.93
427 Civic Center TIF Project	1,795,303.12	153,662.13	1,278.10	0.00	154,940.23
900 M - DENT	640,865.43	757,522.20	980.48	18,555.69	739,946.99
901 Pending Forfeiture	2,115,605.67	951,428.96	62,472.06	0.00	1,013,901.02
Working Cash Advance Fund	37,460.00	32,925.00	0.00	0.00	32,925.00
Total All Funds	60,775,942.64	71,077,203.78	8,831,402.84	10,149,088.35	69,759,518.27

Bill No. 7856

Introduced in Council

Passed by Council

December 16, 2019

Introduced by

Referred to

Robert Sheets

Finance Committee

1
2 A Bill granting StayLock Storage Acquisition I, LLC ("StayLock Storage"), an easement
3 in a portion of the fee or right-of-way of the City of Charleston in the 1300 block of
4 Hansford Street for the purpose of operating, maintaining, repairing and replacing an
5 existing skywalk connecting 1352 Hansford Street to 1347 Hansford Street, generally in
6 conformance with the drawing attached as Exhibit A hereto.

7
8 **BE IT ORDAINED BY THE CITY COUNCIL OF CHARLESTON, WEST VIRGINIA**

9
10 Subject to the minimum terms and conditions contained herein,

11
12 (1) StayLock Storage, and its lessees, successors or assigns, are hereby granted an
13 easement in a portion of the fee right-of-way for the purpose of operating, maintaining,
14 repairing and replacing an existing skywalk, generally in conformance with the drawings
15 which are attached hereto, incorporated herein, and made a part hereof. The easement
16 is further defined to be 11 feet by 42 feet running between 1352 Hansford Street and
17 1347 Hansford Street containing approximately 462 square feet more or less; and

18
19 (2) StayLock Storage, its lessees, successors or assigns, shall indemnify, defend
20 and save the City harmless from and against any damages to any person or property by
21 reason of the operation, maintenance, repair or replacement of the skywalk by StayLock
22 Storage, its lessees, successors and assigns; and

23
24 (3) StayLock Storage shall maintain general liability insurance in the minimum
25 amount of \$1,000,000.00 and shall name City as an additional insured for purposes of
26 the easement and the indemnity provisions specified in the easement agreement. All
27 applicable policies shall provide primary coverage, shall reflect that StayLock Storage is
28 responsible for any and all deductibles and shall otherwise be in such form and with
29 such endorsements and riders as City shall reasonably specify; and
30

31 (4) Should there become a compelling public need for the area granted in the
32 easement, the parties agree to cooperate in good faith to reach a resolution regarding
33 removal, modification, or replacement of the skywalk without the necessity of
34 condemnation proceedings; and
35

36 (5) That upon review and approval by legal counsel for the City, and the City
37 Engineer of the City of Charleston, the Mayor or City Manager of the City of Charleston
38 are hereby authorized to execute an easement agreement and any other documents
39 related hereto for the purpose of granting an easement for the purpose of operating,
40 maintaining, repairing and replacing a skywalk and conditioned upon StayLock Storage,
41 and its lessees, successors or assigns, consistent with paragraphs 1, 2, 3, 4, and 5 of
42 this ordinance, and the payment of the appraised value of Seven Hundred and Forty
43 dollars and no cents (\$740.00).
44
45

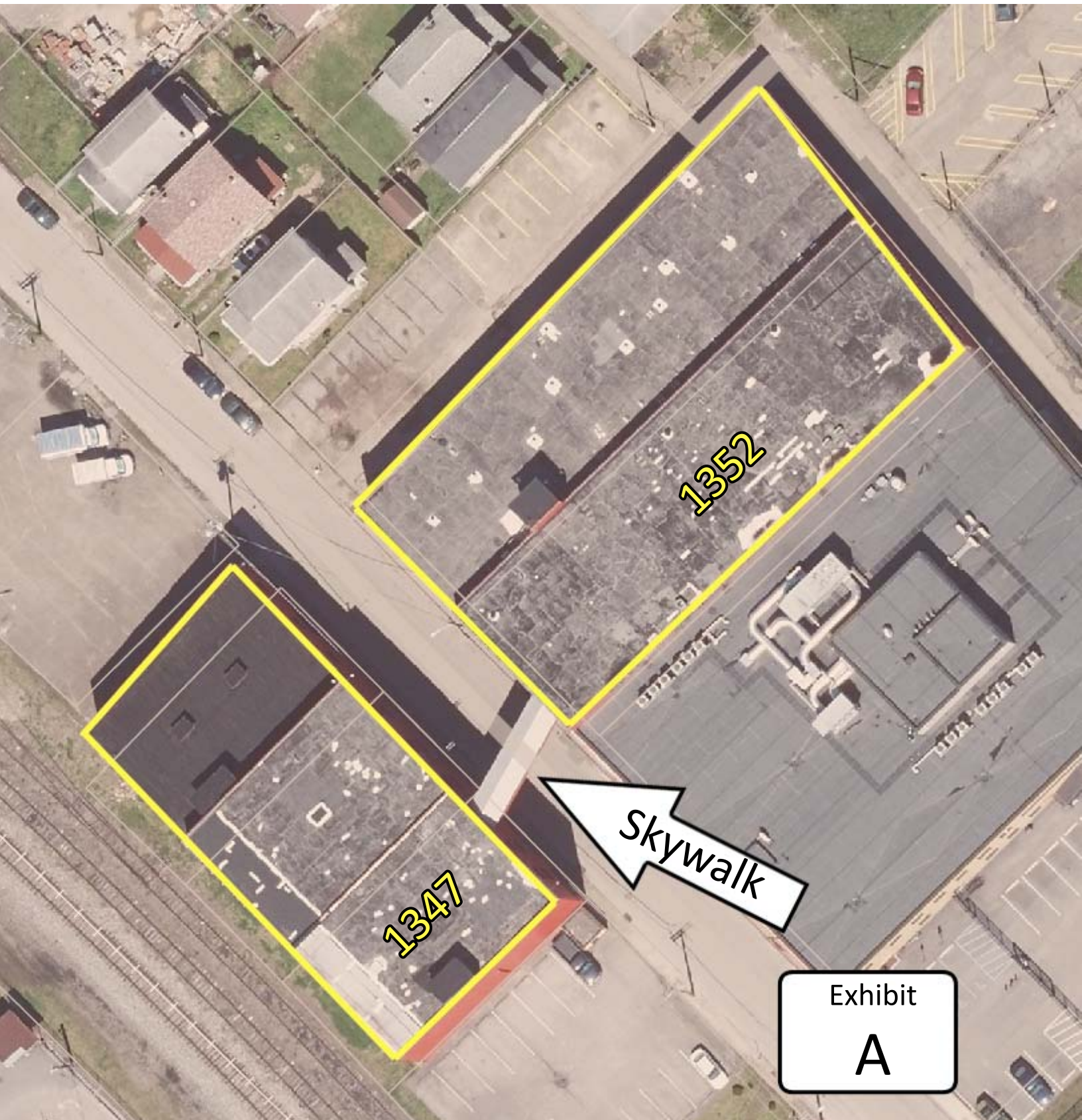


Exhibit
A

DEED OF EASEMENT

THIS DEED OF EASEMENT is made and entered into this ____ day of _____, 2020, by and between THE CITY OF CHARLESTON, a West Virginia municipal corporation, party of the first part, hereinafter referred to as the “City”, and STAYLOCK STORAGE ACQUISITION I, LLC, party of the second part; hereinafter referred to as “StayLock Storage”;

WHEREAS, Bill No. ____, attached hereto as Exhibit 1 was duly passed by the City Council of the City of Charleston, West Virginia, on ____, 2020, granting an easement for use of the air rights above the City’s right-of-way between the buildings located at 1352 Hansford Street and 1347 Hansford Street in the City of Charleston for the purpose of operating, maintaining, repairing, and replacing an existing skywalk, subject to certain restrictions; and

WHEREAS, the easement for the existing skywalk is granted for the purposes of operating, maintaining, repairing, and replacing a skywalk above the City’s right-of-way between the buildings located at 1352 Hansford Street and 1347 Hansford Street; and

WHEREAS, the existing skywalk is more particularly located above a footprint defined to be 11 feet by 42 feet running between 1352 Hansford Street and 1347 Hansford Street containing approximately 462 square feet more or less; and

WHEREAS, Bill No. ____ authorized the Mayor or the City Manager of the City of Charleston to execute and acknowledge a proper deed granting an easement for the existing skywalk, subject to certain conditions, and including an easement to use so much of the City’s property as reasonably necessary to maintain, repair, and replace the existing skywalk;

NOW THEREFORE, WITNESSETH: That for and in consideration of the sum of **SEVEN HUNDRED FORTY DOLLARS (\$740.00)**, cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the

party of the second part its successors and assigns, a perpetual easement to use of the air rights above the City's right-of-way between the buildings located at 1352 Hansford Street and 1347 Hansford Street in the City of Charleston for the purpose of operating, maintaining, repairing and replacing an existing skywalk, which is more particularly located above a footprint defined to be 11 feet by 42 feet running between 1352 Hansford Street and 1347 Hansford Street and containing approximately 462 square feet more or less. The location of the easement is depicted in Exhibit A, which is part of Exhibit 1, attached hereto and incorporated herein.

The easement for the use granted herein is subject to the following conditions: 1) that the skywalk within the easement area will be subject to inspection and approval by the City Engineer or his or her designee; 2) that any repairing or replacement of the skywalk shall conform to all applicable Federal, State and City laws and be performed in a workmanlike manner in accordance with plans, drawings, and specifications subject to review and approval by the City Engineer; 3) that StayLock Storage, its lessees, successors, or assigns shall indemnify, defend, and hold harmless City from and against any claims for damage or injury to any person or property by reason of the operation, use, maintenance, repair or replacement of the skywalk by StayLock Storage, its lessees, successors, or assigns; 4) that, in the event that the skywalk ceases to comply with all applicable Federal, State and City laws and regulations, or the skywalk constructed in the easement area otherwise become unsafe and StayLock Storage or any successor owner fails after a reasonable notice and cure period to make all necessary repairs, the easement shall cease, terminate and be of no further effect, and StayLock Storage or the successor owner, as applicable, shall, upon receiving written notice from the City, immediately and at the expense of StayLock or the successor owner, as applicable, remove the skywalk from the City's air rights above the City property; and 5) in the event that the City should have a

substantial and compelling public need for the City property affected by the easement, the City and StayLock Storage shall cooperate in good faith to reach a resolution regarding removal, modification, or replacement of the skywalk without the necessity of condemnation proceedings. To the extent that the skywalk requires removal pursuant to 5) above, the City, at its expense, may remove the skywalk from the City's property, and this easement shall terminate.

DECLARATION OF CONSIDERATION OF VALUE: The City of Charleston declares that this conveyance is not subject to the West Virginia State Excise Tax on the privilege of transferring real estate for the reason that this is a conveyance from a political subdivision of the State of West Virginia.

WITNESSETH the following signatures:

THE CITY OF CHARLESTON,
a West Virginia municipal corporation,

ATTEST:

City Clerk

BY _____
Mayor/City Manager

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, the Mayor/City Manager of THE CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of said municipal corporation.

Notary Public

This instrument was prepared by:
Kevin Baker (WV Bar #10815), City Attorney, P.O. Box 2749, Charleston, WV 25330

November 12, 2019

Mr. Tom Good
Whirlwind Storage LLC
630 8th Avenue
Huntington, WV 25701

Re: Aerial Easement for Elevated Walkway between 1352 Hansford and 1347 Hansford
Street, Charleston, WV 25301

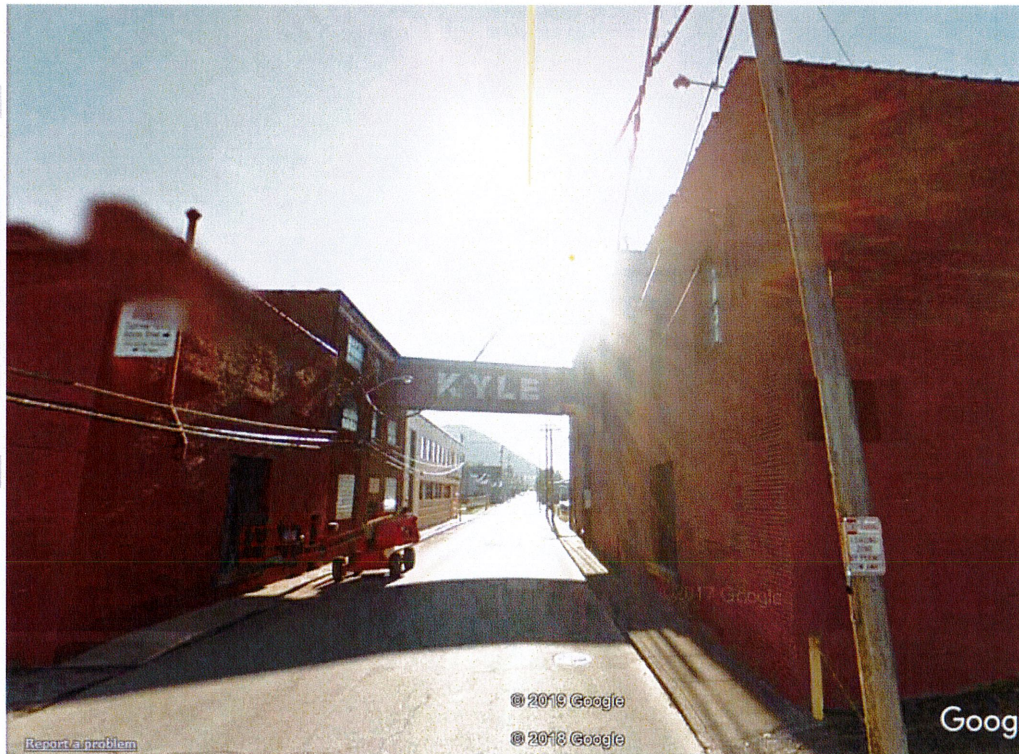
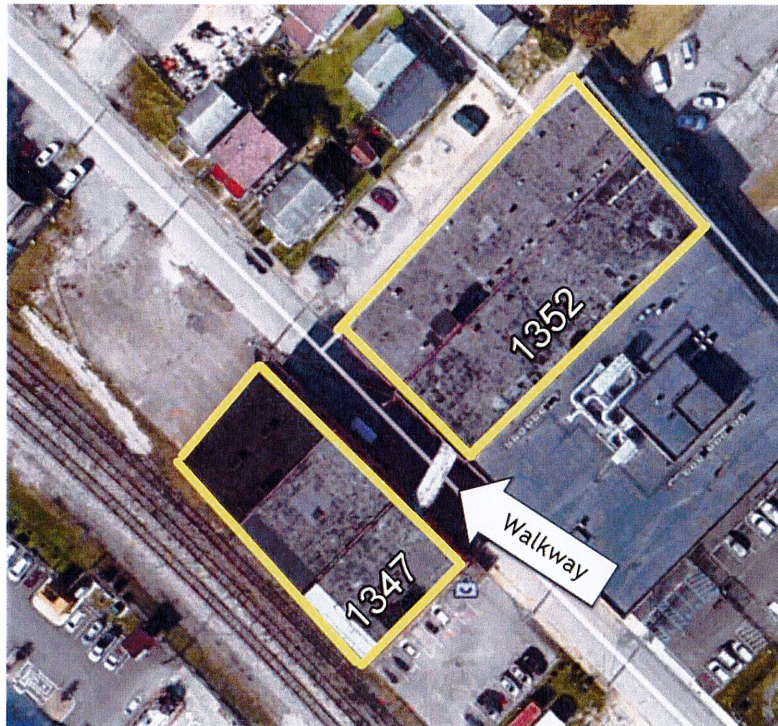
Dear Mr. Good:

This is to report to you and the City of Charleston my opinion of market value for the above easement to be conveyed by the City. The elevated walkway over Hansford Street between these two buildings has existed since the buildings were erected in the 1920's, but no formal easement exists.

You are my client in this assignment. You and the City are the intended users of this report. The intended use of this report is to provide a basis of exchange between you and the City.

I appraised the connected buildings a couple of times in the past, prior to your purchase of 11/3/2016. I also appraised two other easements related to 1352 Hansford Street as of March 23, 2017. The research and line of reasoning in that appraisal form the basis for this additional opinion. I did not conduct a new inspection for this appraisal. It is my understanding that you recently sold the buildings and need to clear up this title matter as part of an escrow agreement.

Description



The easement to be granted is a third story road crossing 24' x 42' or 462 SF. While there are several such walkways in Charleston, these property rights are not bought and sold on

a regular basis and value is totally dependent upon location and purpose. Theoretically the value is a percentage of underlying land value.

Value Estimate

In my 2017 appraisal I estimated the value of the fee simple sites adjoining the walkway to be on the order of \$6.50/SF. I most recently researched land sales in this neighborhood in May of this year. I found one new land sale, a 2-acre site at 915 Morris sold 5/10/2019 for \$8.95/SF. This site has superior location and access compared with the subject and so I think it confirms my 2017 opinion of the fee value.

I think market value for the subject walkway would be on the order of 25% of fee value or say \$1.60/SF. My estimate of the value of the property rights under consideration as of November 12, 2019 is 462 SF times \$1.60/SF or

SEVEN HUNDRED FORTY DOLLARS (\$740.00)

Certification

I certify that to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and they are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I appraised the adjacent properties for previous owners on a couple occasions in the past, but not within the last three years.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

I relied upon my knowledge of the property from previous personal inspections.

No one provided significant real property appraisal assistance to me in the development of my analyses, opinions, and conclusions as reported herein.

The reader should consult my previous appraisal letter for a neighborhood description and market data.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Eugene M. Zdrojewski, Jr.", with a long horizontal flourish extending to the right.

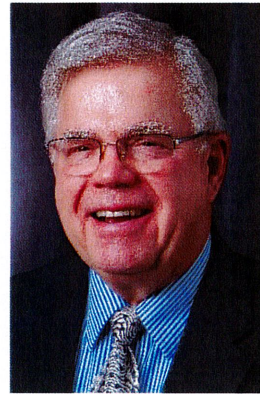
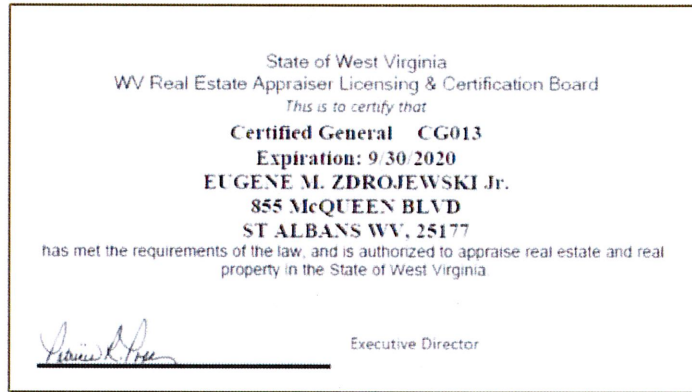
Eugene M. Zdrojewski, Jr.
WV Certified General Appraiser
Certificate No. CG013

QUALIFICATIONS – EUGENE M. (Gene) ZDROJEWSKI, JR.

West Virginia Certified General Real Estate Appraiser

Certificate No. CG013

Certificate granted in 1991 and continuously renewed through 2019-2020.



(Renewed annually by October 1st, upon completion of required continuing education and submission of annual license fee)

Address

Zdrojewski & Company
Real Estate Services
855 McQueen Boulevard
Saint Albans, West Virginia 25177-3752
Telephone: (304) 201-2221 (Land)
(304) 553-2396 (Mobile)
Website: www.zdrojewskiappraisals.com
Email: genez@zdrojewskiappraisals.com
emzappraiser@icloud.com

General Education

Bachelor of Science, Business Administration
West Virginia University, Morgantown, WV – 1968
Undergraduate Pilot Training, USAF, Laredo, TX – 1971

Appraisal Education

American Institute of Real Estate Appraisers Course I-A (Basic Principles) - 1972
AIREA Course I-B (Capitalization) - 1973
AIREA Course II (Urban Properties) - 1974
AIREA Course VI (Investment Analysis) - 1975
AIREA Course VII (Industrial Properties) – 1975
Society of Real Estate Appraisers Course 440 (Professional Practice) - 1990
WVAL&CB Appraisal Exam Review Course – 1991
Credit for SREA COURSES 101, 102 AND 201, by completing AIREA Courses I-A, I-B and II and having passed the SREA R-2 Exam – 1978
SREA Course 202 Applied Income Property Appraising (passed exam, did not attend) – 1988

Partial List of Seminars Attended

The Challenge of Measuring Economic Obsolescence – Soc. RE Appraisers – 1990
Data Confirmation & Verification Methods – Appraisal Institute - 1995
Regression Analysis – McKissock - 1996
The Appraisal of Shopping Centers - Mid-Atlantic School of Appraising - 1998
Analyzing Operating Expenses – Appraisal Institute – 2009
Appraisal Adjustment Development & Support Methodology – Paul Brown – 2014
Forecasting Revenue – Appraisal Institute – 2015
Appraisal of Fast Food Facilities – McKissock – 2015
Appraisal of Limited Service Hotels – McKissock – 2016
Appraisal of Owner-Occupied Commercial Properties – McKissock – 2017
Appraisal of Land Subject to Ground Leases – McKissock – 2017
Biennial USPAP Update (2018-2019 cycle) – McKissock – 2018
Limited Scope Appraisals and Appraisal Reports – McKissock – 2018
The Appraisal of 2-4 Unit Properties – McKissock – 2018
West Virginia Appraisal Law – Chico - 2019
Appraising Medical Offices – Appraisal Institute – 2019
Appraising Automobile Dealerships – Appraisal Institute - 2019

Experience Summary – 49 years in real estate, 48 years in appraisal

I have extensive experience appraising vacant land, special purpose properties, right of ways, commercial, industrial and investment properties for a variety of purposes and client types in many counties in West Virginia and border counties in Eastern Ohio, Eastern Kentucky and Southwest Virginia. (I now limit assignments to WV.)

Since 1981

Self Employed, Independent Fee Appraiser
Doing business as Zdrojewski & Company
Originally in Charleston and now located in Saint Albans, West Virginia

1971-1981

Self Employed, Independent Fee Appraiser
Associated with Estill & Greenlee, Inc. (Real Estate Brokerage Firm)
Charleston, West Virginia

1970-1971

Mortgage Loan Representative – Commercial and Insured Multi-family
Thomas & Hill, Inc. (Mortgage Banking Firm)
Charleston, West Virginia

Professional Affiliations

Kanawha Valley Board of Realtors
Parkersburg (WV) Area Association of Realtors
Huntington (WV) Board of Realtors
Beckley (WV) Board of Realtors
West Virginia Association of Realtors
National Association of Realtors
Realtor® Emeritus status 6/2016 by the National Association of Realtors for 40+ years of membership plus service as an MLS board member from 1985 to 1987

Subscription Data Sources

Kanawha Valley (WV) MLS, Northeast Ohio MLS (includes Wood, Wirt, Pleasants Counties in WV), Huntington, WV MLS and Beckley, WV MLS
CoStar Commercial Real Estate Analytics
Marshall & Swift Valuation Services (construction cost data)
Digital Courthouse.Com (statewide land book entries)
Charleston Gazette and Huntington Herald Dispatch

Clients/Approved Appraiser Lists

BB & T, Wilson, NC
Community Bank Real Estate Solutions, Hickory, NC
Huntington Banks, West Virginia, Columbus, OH
Huntington Federal Savings Bank, Huntington, WV
Kanawha County, West Virginia, Board of Education
Premier Bank, Inc., Huntington, WV
U. S. Department of Interior
U. S. Department of Justice
WesBanco, Jackson, OH
WV DOT Right of Way Division, Charleston, WV

Current Appraisal Practice

I am engaged in private, solo, appraisal practice. My areas of focus are vacant land, special use, commercial, industrial and investment properties and eminent domain. I have qualified as an expert witness in Federal and West Virginia Circuit Court jurisdictions. Past clients include individual property owners, buyers and sellers of real estate, prospective tenants, corporate real estate departments, condemning bodies, lawyers, accountants, bank trust departments and commercial loan departments of banks. I am registered in the United States Government System for Awards Management (SAM) and the RIMSCentral (real estate information management system) of Exact Bid, Inc. Many of my past appraisal assignments involved properties in Putnam, Kanawha, Fayette, Raleigh, Jackson, Cabell, Wayne, Mason, Wood and Tucker Counties in West Virginia, however, I will consider prospective assignments throughout West Virginia.

Bill No. 7857

Introduced in Council:

December 16, 2019

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Bill No. 7857 - A BILL to amend and reenact Section 110-311 of the Municipal Code of the City of Charleston, known as the "Public Utilities Tax," relating to updating and clarifying the ordinance to be consistent with current court precedent and allow for consistent application of the tax.

WHEREAS, prior to 2006 the Public Service Commission required all motor carriers and garbage haulers who engage in interstate disposal of waste to obtain a permit and a certificate of convenience and necessity pursuant to West Virginia Code § 24A-2-5, as required from intrastate motor carriers and garbage haulers; and

WHEREAS, in 2006 the United States District Court for the Southern District of West Virginia held in *Harper v. PSC*, 427 F. Supp. 2d 707, 724, that West Virginia Code § 24A-2-5 is invalid insofar as it requires solid waste haulers engaged in the interstate transportation of solid waste to obtain a certificate of convenience and necessity from the PSC prior to providing those services; and

WHEREAS, the current ordinance has yet to reflect the change in permit and certification requirements for motor carriers and solid waste haulers engaged in interstate transportation; and

WHEREAS, some solid waste haulers and motor carriers continue to engage in the business of providing a public utility within the City of Charleston without PSC permit or certification requirements and may not be taxed in the same manner as those with PSC permit or certification requirements under the ordinance as currently provided.

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

That Section 110-311 of the Municipal Code of the City of Charleston, known as the "Public Utilities Tax" is hereby amended and reenacted to read as follows:

CHAPTER 110 – TAXATION

ARTICLE V – PUBLIC UTILITIES TAX

Sec. 110-311. - Definitions.

35 The following words, terms and phrases, when used in this article, shall have the
36 meanings ascribed to them in this section, except where the context clearly indicates a
37 different meaning:

38 *Public utility service* means all services and tangible personal property purchased
39 within the city from a seller, operating under a public utility license or permit from the
40 public service commission of the state or which is classified as a public utility with the
41 public service commission of the state, including but not limited to telephone service,
42 electric service, gas service, including bottled or liquid gas, motor carriers and garbage
43 haulers, ~~if the seller is classified as a public utility subject to the jurisdiction of the public~~
44 ~~service commission of the state~~, and water service, if purchased, used or consumed
45 within the corporate limits.

46 *Purchaser* means every person who purchases, uses or consumes a public utility
47 service.

48 *Seller* means every person, whether a public service corporation, a municipality or a
49 private corporation, classified as a public utility with the public service commission of the
50 state, who sells, furnishes or supplies a public utility service.

51 *User* means the owner or tenant of private residential property or the owner or tenant
52 of property used for commercial or industrial purposes, in every combination, of every
53 kind and description.

Bill No. 7858

Introduced in Council

Passed by Council

December 16, 2019

Introduced by

Referred to

Robert Sheets

Finance Committee

1
2 A Bill authorizing the release of an existing utility easement held by the City on property
3 owned by Pingree 2000 Real Estate Holdings, LLC ("Pingree"), located at 1115 Smith
4 Street in order to clear title of the property from an unused easement that has no public
5 utilities and upon which a structure has already been built in exchange for consideration
6 of five hundred dollars (\$500.00), as stated in the deed attached as Exhibit A hereto.

7
8 BE IT ORDAINED BY THE CITY COUNCIL OF CHARLESTON, WEST VIRGINIA

9
10 The City Council of the City of Charleston finds as follows:

11
12 (1) The City of Charleston conveyed a portion of Jefferson Alley on December 4, 1974,
13 but reserved "the existing utility easement" on the property and the City of Charleston
14 later conveyed additional real property retaining a sewer easement along Jefferson Alley
15 on February 15, 1996; and

16
17 (2) The City of Charleston has determined that neither the City nor the Charleston
18 Sanitary Board has any public utility line along the easement and has no plans to utilize
19 the easement in the future; and

20
21 (3) Pingree is the current owner of the real property conveyed and has approached
22 the City of Charleston for a release of the reserved easements; and

23
24 (4) Following an arm's length negotiation regarding the value of the reserved
25 easement, the City of Charleston and Pingree have agreed upon consideration in the
26 amount of \$500 to the City of Charleston for the release of the reserved easement.

27
28 Therefore, the City Council of Charleston hereby authorized the Mayor or City Manager
29 of the City of Charleston to execute the deed attached as Exhibit A hereto and any other
30 documents necessary to release the reserved easement and accept five hundred dollars
31 (\$500.00) consideration in exchange.

THIS QUIT CLAIM DEED, dated this the 7th day of November, 2019, by and between THE CITY OF CHARLESTON, a municipal corporation, hereinafter sometimes referred to as GRANTOR, and, PINGREE 2000 REAL ESTATE HOLDINGS, LLC, hereinafter sometimes referred to as GRANTEE,

WHEREAS, by deed dated the 4th day of December, 1974, and recorded in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book No. 1749, Pg. 276, the Grantor herein conveyed real property, briefly described as part of Jefferson Alley, but reserved “the existing utility easement” on said real property being conveyed; and

WHEREAS, by deed dated the 15th day of February, 1996, and recorded in said Clerk’s Office, in Deed Book No. 2392, Pg. 203, the Grantor herein conveyed real property, also briefly described as part of Jefferson Alley, but reserved “a sewer easement for the full length and width of the above described right-of-way [Jefferson Alley] for the purpose of construction, maintenance, repair and removal of storm and sanitary sewer lines”, and, further, restricted any person to “construct improvements, plant trees or other vegetation, or take any other action which would interfere with this easement, nor alter the present surface profile or contour of the subject right-of-way by more than one (1) foot without the written permission of the Sanitary Board of the City of Charleston and the City Engineer of the City of Charleston”; and

WHEREAS, it has been determined that there are no existing utilities or sewers lines under the real property conveyed by said deeds referred to above; and

WHEREAS, the GRANTEE is the current owner of the real property conveyed by said deeds as conveyed unto GRANTEE by R. H. Kyle Furniture Company, by deed dated the 15th day of February, 2019, and recorded in said Clerk’s Office in Deed Book No. 3024, Pg. 757, and is requesting that GRANTOR release said reserved easements, and restriction; and

WHEREAS, the GRANTOR is willing to release said reserved easements, and restriction for the sum of \$500.00;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Grantor does hereby GRANT, CONVEY, REMISE, RELEASE and FOREVER QUITCLAIM unto said PINGREE 2000 REAL ESTATE HOLDINGS, LLC, the following described interest in real estate, to-wit:

The "existing utility easement" as reserved in deed dated the 4th day of December, 1974, and recorded in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book No 1749, Pg. 276, and, further, the sewer easement for the purpose of construction, maintenance, repair and removal of storm and sanitary sewer lines, as reserved in deed dated the 15th day of February, 1996, and recorded in said Clerk's Office in Deed Book No. 2392, Pg. 203;

The GRANTOR further releases the restriction contained in said deed, Deed Book No. 2392, Pg. 203, which states that "no person shall construct improvements, plant trees or other vegetation, or take any other action which would interfere with this easement, nor alter the present surface profile or contour of the subject right-of-way by more than one (1) foot without the written permission of the Sanitary Board of the City of Charleston and the City Engineer of the City of Charleston", in that by this conveyance the restriction would no longer be necessary.

TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises, as above described, unto the Grantee, and to the successors and assigns of the Grantee.

DECLARATION OF CONSIDERATION OR VALUE: The Grantor hereby declares that the total value of the property conveyed by this document is \$500.00.

IN WITNESS WHEREOF, the Grantor herein has caused this deed to be executed.

THE CITY OF CHARLESTON,
a Municipal Corporation

By: _____

Its: _____

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

I, _____, a Notary Public of said State and
County, do hereby certify that _____,
_____ who signed the above writing, bearing date the 7th day of November, 2019, for THE
CITY OF CHARLESTON, a Municipal Corporation, has this day in my said County, before me,
acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this _____ day of November, 2019.

My commission expires _____.

Notary Public

This Deed was prepared by Prunty Law Offices, Paul J. Prunty, Attorney, 430 Sixth Avenue,
Huntington, West Virginia 25701.

BOOK 2392 PAGE 203

THIS DEED, Made this 15th day of February, 1996, by and between the CITY OF CHARLESTON, a Municipal Corporation, party of the first part, and R. H. KYLE FURNITURE COMPANY, parties of the second part;

WHEREAS, the Council of the City of Charleston, passed on June 5, 1995, the certain Bill Number 6089 as amended, a certified copy which is attached herein and made a part hereof and which abandons that certain public alley, known as Jefferson Alley, and;

WHEREAS, said bill number 6089, as amended does authorize the Mayor of the City of Charleston to execute a deed to the parties of the second part to that certain alley which is closed abandoned and discontinued.

WHEREAS, the party of the second part owns property adjoining said public alley and is entitled to purchase said property, and,

NOW WHEREAS, this deed further;

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the parties of the second part, all of its right, title and interest in that certain alley, known as Jefferson Alley, running parallel to Smith Street between Sentz Court and Brooks Street and being One Thousand Six Hundred Seventy (1,670) square feet.

There is reserved unto the City of Charleston a sewer easement for the full length and width of the above described right-of-way for the purpose of construction, maintenance, repair and removal of storm and sanitary sewer lines. No person shall construct improvements, plant trees or other vegetation, or take any other action which would interfere with this easement, nor alter the present surface profile or contour of the subject right-of-way by more than one (1) foot without the written permission of the

RECORDED
BOOK/PAGE : 2392- / 203-
KANAWHA COUNTY, WV
DATE/TIME RECORDED 07/25/1996 09:45:00:00
INST #: 492330 TYPE: DEED
CLERK OF THE COUNTY COMMISSION
TOTAL RECD/DUE: 3.00 .00

charwork by

BOOK 2392 PAGE 204

Sanitary Board of the City of Charleston and the City Engineer of the City of Charleston.

This conveyance is made subject to all the reservations, restrictions, covenants, conditions, provisions, rights-of-way and easements, if any, as contained in prior deeds in the chain of title, reference to which is hereby made.

Subject to the above the party of the first part covenants to and with the parties of the second part that it will WARRANT GENERALLY the property hereby conveyed.

Under the penalties of fine and imprisonment as provided by law the grantor does hereby declare that this property is exempt from taxation as being a transfer from the City of Charleston.

WITNESS the following signature and seal:

THE CITY OF CHARLESTON,
a Municipal Corporation,

By: G. Kemp Melton (SEAL)
G. Kemp Melton, its Mayor

Attest:

William H. Hines
City Clerk

This Deed prepared by:

JOHN N. CHARNOCK, JR.

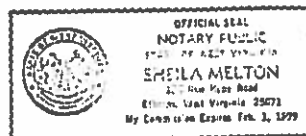
STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

I, Shela Melton, a Notary Public in and for the aforesaid County and State do hereby certify that G. Kemp Melton, Mayor of the City of Charleston, West Virginia, who signed the writing above bearing date the 15th day of February, 1996, for The City of Charleston, a Municipal Corporation, has this day acknowledged before me the said writing to be the act and deed of said corporation.

Given under my hand this 18th day of July, 1996.

My commission expires February 1, 1999
Shela Melton
Notary Public



This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on JUL 25 1996 and the same is admitted to record.

Teste: Almond J. Dyer Clerk
Kanawha County Commission

