



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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Finance Committee, Chair
Parking Committee, Chair
Public Safety Committee

AGENDA **FINANCE COMMITTEE MEETING** **Monday, January 6, 2020** **6:30 PM**

I. DISCUSSION:

- a. Approval of Previous Minutes - December 16, 2019.

II. RESOLUTIONS

- a. Resolution No. 276-20 - Authorizing the release of any claims by the City in the pending litigation styled U.S. Bank National Association, as Trustee, as successor in interest to Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as trustee for the registered holders of Bear Stearns Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-TOP28 and Charleston Urban Renewal Authority and City of Charleston v. Charleston Town Center SPE, LLC and Charleston Town Center Company, Limited Partnership, Charleston Town Center Parking Limited Partnership, and The Bank of New York Mellon, as trustee for the Series 1996C Subordinate Capital Appreciation Parking Facility Refunding Bonds, Kanawha County Circuit Court Civil Action No. 17-C-1527.

III. BILLS:

- a. Bill No. 7856 - A Bill granting StayLock Storage Acquisition I, LLC an easement in a portion of the fee or right-of-way of the City of Charleston in the 1300 block of Hansford Street for the purpose of operating, maintaining, repairing and replacing an existing skywalk connecting 1352 Hansford Street to 1347 Hansford Street.
- b. 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.

- c. Bill No. 7858 - A Bill authorizing the release of an existing utility easement held by the City on property owned by Pingree 2000 Real Estate Holdings, LLC, in order to clear title of the property from an unused easement that has no public utilities and upon which a structure has already been built in exchange for consideration of five hundred dollars.

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., DECEMBER 16, 2019
A/V CONFERENCE ROOM

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., December 16, 2019, in the Audio/Visual Room in City Hall.

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

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Brent Burton
Mary Beth Hoover
Will Laird
Keeley Steele

I. DISCUSSION:

a. Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the December 2, 2019 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 271-19 - Authorizing the City Manager or Mayor to accept the donation of approximately 65.14 acres of land from Callen Jones McJunkin, individually and as co-trustee of the Herbert E. Jones, Jr. Family Share Trust and the Gloria Callen Jones Revocable Inter Vivos Trust, and Christine Jones Huber, individually and as co-trustee of the Herbert E. Jones, Jr. Family Share Trust and the Gloria Callen Jones Revocable Inter Vivos Trust 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, pursuant to the Deed attached hereto as Exhibit A.

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

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

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

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

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

That the City Manager or Mayor are authorized to accept the donation of approximately 65.14 acres of land from Callen Jones McJunkin, individually and as co-trustee of the Herbert E. Jones, Jr. Family Share Trust and the Gloria Callen Jones Revocable Inter Vivos Trust, and Christine Jones Huber, individually and as co-trustee of the Herbert E. Jones, Jr. Family Share Trust and the Gloria Callen Jones Revocable Inter Vivos Trust 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, pursuant to the Deed attached hereto as Exhibit A.

Kevin Baker, as Chair of the Charleston Land Reuse Agency, stated that they were contacted by Tom Lane that 65.14 acres was being offered as a donation to the City. The land can be used for recreational trails and other leisure activities.

Tom Lane added that it will be a wonderful addition to the City. This is the largest land donation of this nature since the Charleston Land Trust was started in 2004. He introduced Callen Jones McJunkin, whose idea it was to donate the land. She added that the family and Trust is thrilled to be able to do this for the city.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution No. 271-19 approved.

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 Chafton

Place subdivision; thence leaving said subdivision and with the south right of way line of Louden 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 Louden 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

- b. Resolution No. 272-19 - Authorizing the Mayor or City Manager to enter into an agreement with Tennant Sales and Service, in the amount of \$58,491.69, for purchase of a four-wheeled Mid-Sized Rider Sweeper to be used by the Charleston Parking System.

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

The Mayor or City Manager are authorized to enter into an agreement with Tennant Sales and Service, in the amount of \$58,491.69, for purchase of a four-wheeled Mid-Sized Rider Sweeper to be used by the Charleston Parking System.

City Manager, Jonathan Storage, added that at the request of the Parking System, the Administration solicited bids for a mid-sized rider sweeper to be used to keep our City garages debris free. The equipment works much like a street sweeper. The City received two bids on November 25th. The Low Bidder is Tennant Sales and Service in the amount of \$58,491.69. The second bid was from Grainger Industrial Supply in the amount of \$60,316.30

Councilmember Steele confirmed with Storage that the bid went out before the Local Vendor Preference was approved by Council.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution 272-19 approved.

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

- c. Resolution No. 273-19 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA AUTHORIZING THE FILING OF CIVIL ACTIONS FOR THE CONDEMNATION OF PROPERTY FOR SANITARY SEWER EASEMENTS NECESSARY FOR THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA TO CONSTRUCT, INSTALL AND COMPLETE PHASE I OF ITS WOODWARD BRANCH SEWER REPLACEMENT AND REHABILITATION PROJECT

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

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

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

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

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

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

WHEREAS, the Project includes the replacement and/or rehabilitation of approximately

15,300 linear feet (approximately 2.9 miles) of sewer lines, and numerous permanent easements and temporary construction easements are necessary to undertake and complete the Project;

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

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

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

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

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

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

Section 3. The Council of the City hereby authorizes the City, on behalf of and by and through the Sanitary Board and its counsel to file civil actions for the acquisition for the Sanitary Board, pursuant to the power of eminent domain, of the property interests set forth on Exhibit A as needed and to take such other and further action as may be reasonably necessary to acquire the property rights for easements necessary to construct, install, operate, maintain, repair, replace, rehabilitate, line and remove sewer lines and appurtenances thereto.

Tim Haapala, Operations Managers for the Sanitary Board, stated that this phase of the Woodward Branch project will replace the main trunk line that goes up mostly the entire branch of Woodward Branch to City limits. This will authorize the Sanitary Board to institute imminent domain proceedings should it be necessary to relocate the line if easements cannot be obtained. The lines installed in the 1950s-1960s were installed so that there was infiltration of storm water into the line.

Councilmember Jenkins added that Haapala and Steve Cooper met with him to answer his questions and concerns regarding the project to his satisfaction. He also added that the project is to remove this old line from the creek, as the Waste Treatment Plant is sometimes overloaded by the larger amounts of stormwater also being collected. This project will improve the properties in the City.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution 273-19 approved.

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

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

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

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

Storage added that a Quarrier Street parking garage elevator is down and is in need of substantial repair. The City opened bids for the work on December 12th and received 3 bids. This is the first purchase using the City's new Local Vendor Preference ordinance, which was awarded to all 3 bids.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution 274-19 approved.

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	✓		

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

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

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

Storage added that the United States Office of National Drug Control Policy and Appalachia High Intensity Drug Trafficking Area has awarded these funds to the City. These funds will be used for officers assigned to the Metropolitan Drug Enforcement Network Team (MDENT) and part-time interdiction officers.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution 275-19 approved.

Councilmember Reishman motioned to adjourn the meeting.

Meeting adjourned.

Resolution No. 276-20

Introduced in Council:

Adopted by Council:

January 6, 2020

Introduced by:

Referred to:

Bobby Reishman

Finance Committee

1 Resolution No. 276-20 - Authorizing the release of any claims by the City in the pending
2 litigation styled *U.S. Bank National Association, as Trustee, as successor in interest to Bank of*
3 *America, National Association, as successor by merger to LaSalle Bank National Association, as*
4 *trustee for the registered holders of Bear Stearns Commercial Mortgage Securities, Inc.,*
5 *Commercial Mortgage Pass-Through Certificates, Series 2007-TOP28 and Charleston Urban*
6 *Renewal Authority and City of Charleston v. Charleston Town Center SPE, LLC and Charleston*
7 *Town Center Company, Limited Partnership, Charleston Town Center Parking Limited*
8 *Partnership, and The Bank of New York Mellon, as trustee for the Series 1996C Subordinate*
9 *Capital Appreciation Parking Facility Refunding Bonds*, Kanawha County Circuit Court Civil
10 Action No. 17-C-1527.

11
12 Whereas, the City is an Intervenor in the above-referenced pending litigation, but has
13 not raised any claims of its own; and

14
15 Whereas, the pending litigation is scheduled for mediation on January 10, 2020; and

16
17 Whereas, in order to fully resolve the pending litigation, the parties are likely to request
18 a release of all claims by the City.

19
20 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

21
22 That the City Council hereby authorizes and approves the release of any claims by the City in
23 the pending litigation styled *U.S. Bank National Association, as Trustee, as successor in interest*
24 *to Bank of America, National Association, as successor by merger to LaSalle Bank National*
25 *Association, as trustee for the registered holders of Bear Stearns Commercial Mortgage*
26 *Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-TOP28 and*
27 *Charleston Urban Renewal Authority and City of Charleston v. Charleston Town Center SPE, LLC*
28 *and Charleston Town Center Company, Limited Partnership, Charleston Town Center Parking*
29 *Limited Partnership, and The Bank of New York Mellon, as trustee for the Series 1996C*
30 *Subordinate Capital Appreciation Parking Facility Refunding Bonds*, Kanawha County Circuit
31 Court Civil Action No. 17-C-1527. The City Council authorizes the Mayor, City Manager, and City
32 Solicitor to take all necessary steps to resolve the pending litigation up to and including
33 providing a release of all claims by the City, provided that this resolution does not authorize

1 the payment of any City funds.

Bill No. 7856

Introduced in Council

Passed by Council

December 16, 2019

Introduced by

Referred to

Robert Sheets

Finance Committee

Bill No. 7856 - A Bill granting StayLock Storage Acquisition I, LLC ("StayLock Storage"), an easement in a portion of the fee or right-of-way of the City of Charleston in the 1300 block of Hansford Street for the purpose of operating, maintaining, repairing and replacing an existing skywalk connecting 1352 Hansford Street to 1347 Hansford Street, generally in conformance with the drawing attached as Exhibit A hereto.

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

Subject to the minimum terms and conditions contained herein,

(1) StayLock Storage, and its lessees, successors or assigns, are hereby granted an easement in a portion of the fee right-of-way for the purpose of operating, maintaining, repairing and replacing an existing skywalk, generally in conformance with the drawings which are attached hereto, incorporated herein, and made a part hereof. The easement is further 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

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

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

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

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

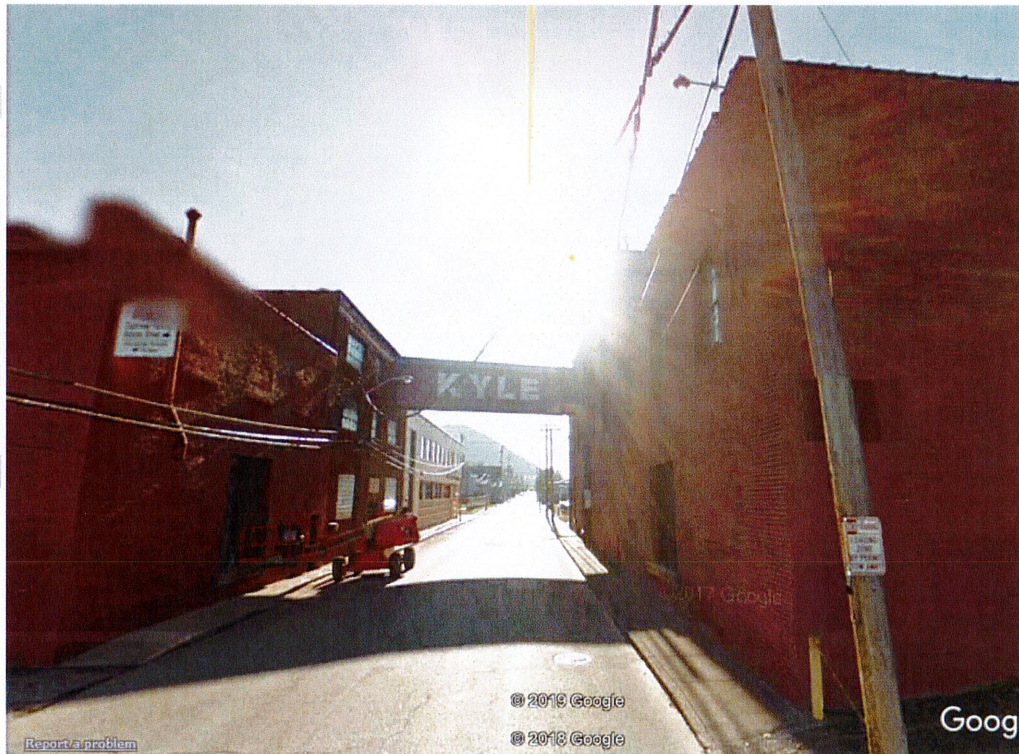
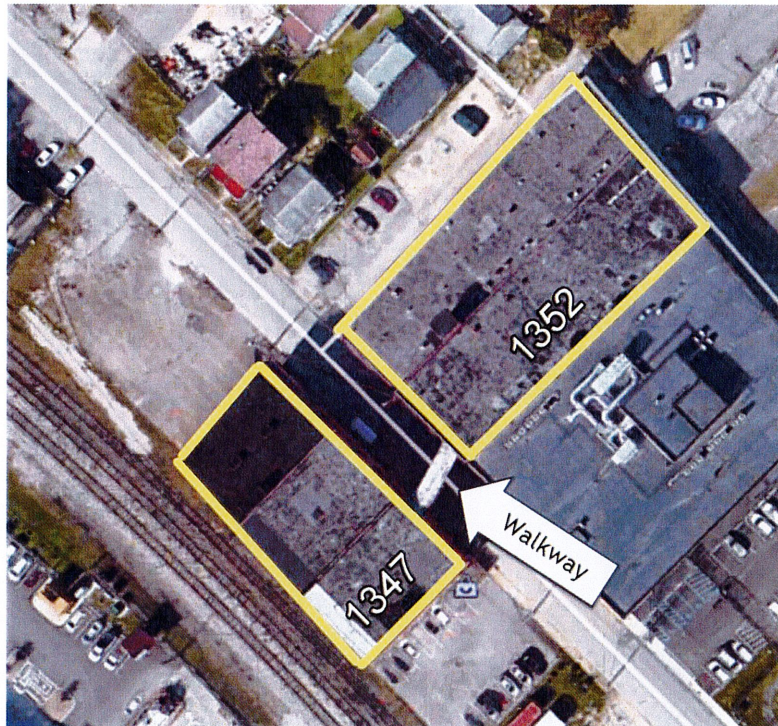
Dear Mr. Good:

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.

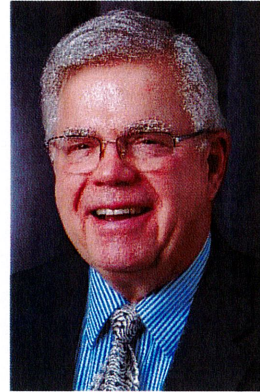
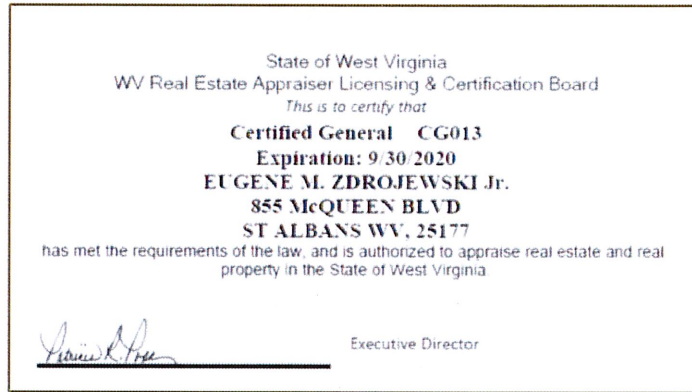
Eugene M. Zdrojewski, Jr.
WV Certified General Appraiser
Certificate No. CG013

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

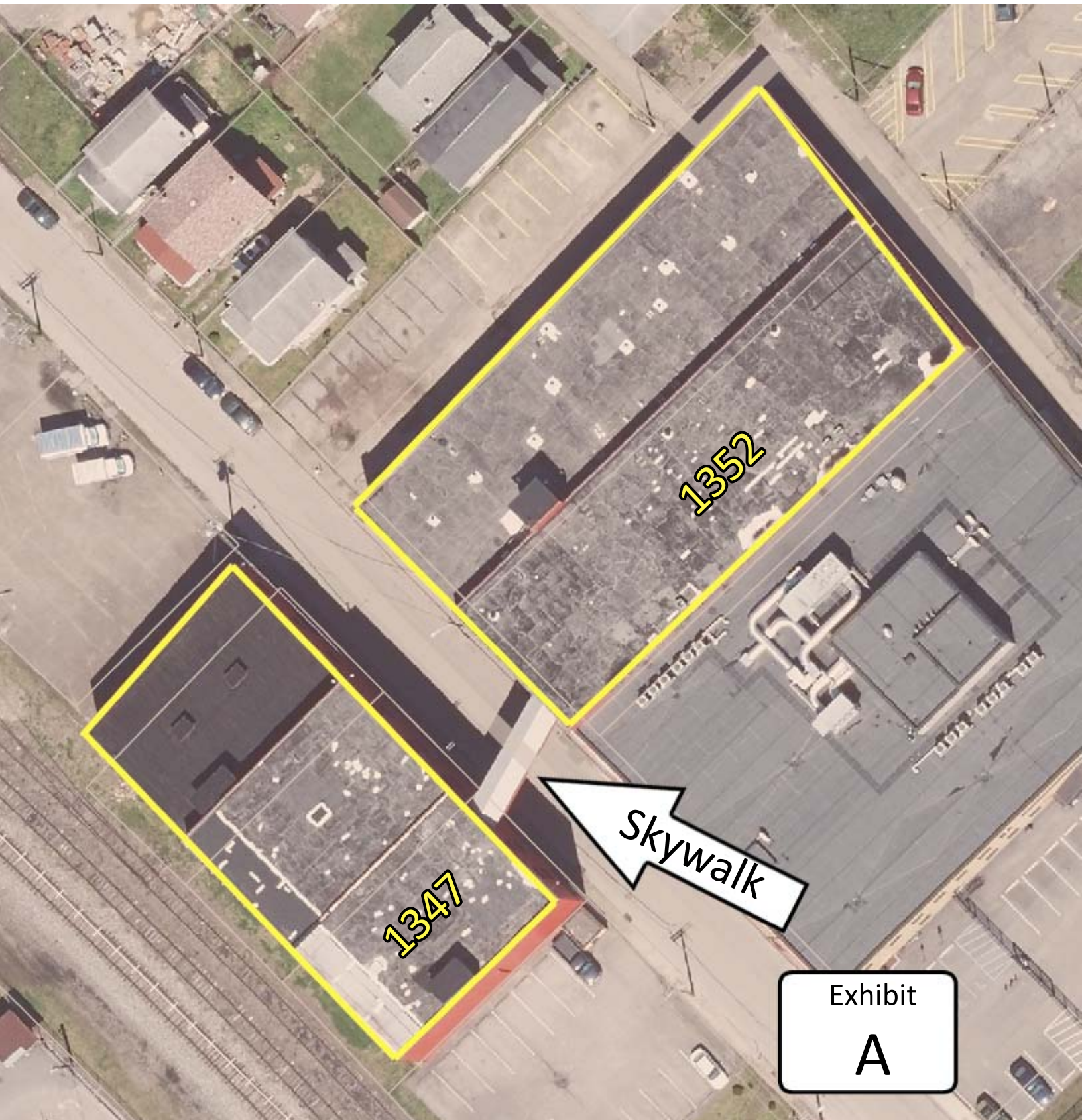
Kanawha Valley (WV) MLS, Northeast Ohio MLS (includes Wood, Wirt, Pleasants Counties in WV), Huntington, WV MLS and Beckley, WV MLS
CoStar Commercial Real Estate Analytics
Marshall & Swift Valuation Services (construction cost data)
Digital Courthouse.Com (statewide land book entries)
Charleston Gazette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

Bill No. 7858 - A Bill authorizing the release of an existing utility easement held by the City on property owned by Pingree 2000 Real Estate Holdings, LLC ("Pingree"), located at 1115 Smith Street in order to clear title of the property from an unused easement that has no public utilities and upon which a structure has already been built in exchange for consideration of five hundred dollars (\$500.00), as stated in the deed attached as Exhibit A hereto.

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

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

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

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

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

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

Therefore, the City Council of Charleston hereby authorized the Mayor or City Manager of the City of Charleston to execute the deed attached as Exhibit A hereto and any other

31 documents necessary to release the reserved easement and accept five hundred dollars
32 (\$500.00) consideration in exchange.

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.

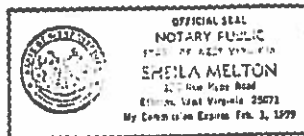
STATE OF WEST VIRGINIA,

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. Dier Clerk
Kanawha County Commission

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.

