CHARLESTON CITY COUNCIL

Regular Meeting

February 3, 2020
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 2-3-2020

PROCLAMATIONS

1. 2-3-2020

COMMUNICATIONS

1. 2-3-2020

PUBLIC HEARING

1. Bill No. 7861 Committee Substitute - with respect to approving the Woodward Branch Sanitary Sewer Replacement and Rehabilitation Project

REPORTS OF STANDING COMMITTEES

ENVIRONMENT AND RECYCLING

Page | 1 of

1. Resolution No. 277-20 Committee Substitute - That the City of Charleston supports legislation authorizing on-site Power Purchase Agreements for renewable and alternative energy facilities in West Virginia.

PLANNING, STREETS AND TRAFFIC

1. Bill No. 7859 - A Bill rezoning from a R-8 High Density Residential District to a C-8 Village Commercial District, a portion of that certain parcel of land located at 303 Ohio Avenue.
2. Bill No. 7860 - A Bill closing, abandoning and discontinuing as a public right of way a portion of the alley that runs between and is perpendicular to Randolph Street and Wyoming Street. (Refer to Finance)

URBAN RENEWAL AND ECONOMIC DEVELOPMENT

1. Resolution No. 283-20 - Referring the draft West Side Community Renewal Plan back to the Charleston Urban Renewal Authority with the direction to review the legal opinion attached hereto and make any necessary amendments to the draft plan to satisfy the legal opinion provided.

FINANCE

1. Resolution No. 282-20 - Authorizing the Mayor or City Manager to submit applications to the West Virginia State Police Commission on Drunk Driving Prevention during the spring, summer and fall 2020 grant cycles.
2. Resolution No. 284-20 - Approving Fiscal Year 2020 Budget Amendment No. 6.
3. Resolution No. 285-20 – Establishing Fund 019 - Tourism and Promotions Fund.
4. Resolution No. 286-20 – Establishing Fund 020 - Business Development and Economic Incentives Fund.
5. Resolution No. 287-20 – Establishing Fund 021 - Community Participation Grant Program Fund.
6. Resolution No. 288-20 – Authorizing the Mayor or City Manager to enter into a contract with Progressive Electric, Inc. in the amount of $29,435 for the purchase and installation of an electric generator for the City Service Center, 915 Quarrier Street, East, where the cost of the purchase will be expensed to the Parking System's operational budget.
7. Resolution No. 289-20 – Authorizing the Mayor or City Manager to acknowledge and approve an Allonge to Note, which permits a maturity date extension to December 1, 2020, on a $350,000 loan issued by the Charleston Urban Renewal Authority to Charleston Renaissance Development Corporation, dated June 4, 1991, and where Religious Coalition for Community Renewal, Inc. is the successor in interest to the original loan and the principal amount outstanding on the loan is approximately $39,000.
8. Bill No. 7860 - A Bill closing, abandoning and discontinuing as a public right of way a portion of the alley that runs between and is perpendicular to Randolph Street and Wyoming Street.

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9. Bill No. 7861 Committee Substitute – Approving the Woodward Branch Sanitary Sewer Replacement and Rehabilitation Project.
10. Bill No. 7865 - A BILL to amend and reenact the Municipal Code of the City of Charleston relating to updating fire department holiday compensation to be consistent with state law.

REPORTS OF OFFICERS

1. 2-3-2020

NEW BILLS

1. 2-3-2020

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE HELD FEBRUARY 18, 2020 AT 7:00 P.M.

*THE AGENDA WAS AMENDED 1-30-2020

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

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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,
THOMAS FROST, **Claimant,**
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 705 CLINTON AVE CRW 25302

Telephone Number: 304 346-0221

and that on the 11th day of JANUARY, 2019/2020, at approximately 11:34 am/pm in the City of Charleston, West Virginia, he/she sustained
Damage to house via a city owned tree.
ROOF & SIDING
Nature Of Injury And/Or Damage

As A Result Of: CITY TREE FELL ON HOUSE

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

Thomas M Frost
Signature of Claimant

Taken, subscribed and sworn to before me this 15 day of January, 2020.
My commission expires 3-6-22.

Meghan Kidd
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Meghan R. Kidd
City National Bank
3601 MacCorkle Ave. SE
Charleston, WV 25304
My Commission Expires March 06, 2022

RECEIVED
JAN 17 2020
OFFICE OF CITY CLERK

AFFIDAVIT
Charleston Sanitary Board

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,
Catherine A. Johnston, **Claimant**,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 713 57th St SE Charleston WV 25304

Telephone Number: 304-926-0296

and that on the 21st day of January, 2019/2020, at approximately 10:15 am/pm in the City of Charleston, West Virginia, he/she sustained

Personal items at my home were ruined by water.

Nature Of Injury And/Or Damage

As A Result Of:
Floods in my basement

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

Catherine A. Johnston
Signature of Claimant

Taken, subscribed and sworn to before me this 21 day of January, 2020.
My commission expires November 14, 2024.

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Nicole R. Smith
501 Virginia St. E.
Charleston, WV 25301
My Commission Expires November 14, 2024

RECEIVED
JAN 21 2020
OFFICE OF CITY CLERK

Bill No. **7861 Committee Substitute**

Introduced in Council	Passed by Council
January 6, 2020	
Introduced by	Referred to
Joseph Jenkins	**Finance**

AN ORDINANCE WITH RESPECT TO APPROVING THE WOODWARD BRANCH SANITARY SEWER REPLACEMENT AND REHABILITATION PROJECT.

WHEREAS, the Sanitary Board is pursuing a sewer replacement and rehabilitation project in the Woodward Branch area of the City of Charleston which is necessary to correct older, failing sewer collection lines and is necessary for the health and welfare of the citizens of the City of Charleston (the "Woodward Branch Project"); and

WHEREAS, Chapter 24, Article 2, Section 11(l) of the Code of West Virginia, 1931, as amended, provides that the Council of the City of Charleston shall read the proposed construction and the proposed rates, fees and charges at two meetings, with at least two weeks between each meeting, with a public hearing to be conducted with or following the second reading, and that enactment of the proposed construction and the proposed rates, fees and charges shall follow an affirmative vote of the governing body and shall be effective no sooner than forty-five days following the action of the governing body; and

WHEREAS, the Woodward Branch Project consists of two separate Phases and consists of work including the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to its existing sewerage system, including but not limited to, the replacement and or rehabilitation of existing sewers in the

areas of: Phase 1: 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 Headley Drive); Woodhaven Drive; Woodpath Lane; and Wilmore Lane; and Phase 2: Larchmont Drive; Spring Drive; Thompson Circle; Ledge Hill Drive; an unnamed alley between ~~Woodward Drive; Blackwell Drive; Larchmont Drive;~~ Savary Drive~~;~~ and Zabel Drive; and streets intersecting Woodward Drive including Blackwell Drive, Savary Drive; Zabel Drive; and ~~Spring Drive; Thompson Circle;~~ Diana Court; ~~and Ledge Hill Road;~~ provided, that the work will further include all necessary appurtenances; further provided, that to the extent that funds remain available, extensions, additions, betterments and improvements to the remaining portion of the existing sewer system; and

WHEREAS, the Sanitary Board is not proposing an increase in its rates, fees and charges to support the Woodward Branch Project, thus the rates, fees and charges previously approved by the Council of the City of Charleston for the Sanitary Board will be charged;

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

Section 1. That the construction of the Sanitary Board's Woodward Branch Sewer Replacement and Rehabilitation Project consisting of two separate Phases and consisting of work including the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to its existing sewerage system, including but not limited to, the replacement and or rehabilitation of existing sewers in the areas of: Phase 1: 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 Headley Drive); Woodhaven Drive; Woodpath Lane; and Wilmore Lane; and Phase 2: Larchmont Drive; Spring Drive; Thompson Circle; Ledge Hill Drive; an unnamed alley between ~~Woodward Drive; Blackwell Drive; Larchmont Drive;~~ Savary Drive~~;~~ and Zabel Drive; and streets intersecting Woodward Drive including Blackwell Drive; Savary Drive; Zabel Drive; and ~~Spring Drive; Thompson Circle;~~ Diana Court; ~~and Ledge Hill Road;~~ provided, that the work will further include all necessary appurtenances; further provided, that to the extent that funds remain available, extensions, additions, betterments and improvements to the remaining portion of the existing sewer system is hereby authorized and approved; and

Section 2. That, in accordance with the requirements of Chapter 24, Article 2, Section 11 of the Code of West Virginia, 1931, as amended, the approval of the proposed construction shall be effective no sooner than 45 days from the date of said approval; and

Section 3. This Ordinance shall be effective immediately upon adoption.

Passed on First Reading: _____

Adopted on Second Reading: _____

_____

_____

Mayor Amy Shuler Goodwin City Clerk Miles Cary

Committee Substitute for Resolution No. 277-20

Introduced in Council: | Adopted by Council:

February 3, 2020 | _____

Introduced by: Becky Ceperley and John Kennedy Bailey | Referred to: Environment & Recycling

Resolution No. 277-20

Whereas, the City of Charleston recognizes the contribution made to the local economy by traditional energy producers; and

Whereas, the City of Charleston supports cost-effective investments in renewable, alternative, and efficient energy technologies; and

Whereas, on-site Power Purchase Agreements would allow municipalities and other tax-exempt entities to acquire renewable and alternative energy cost effectively; and

Whereas, on-site Power Purchase Agreements are currently available in a majority of states, including Maryland, Ohio, Pennsylvania, and Virginia; and

Whereas, on-site Power Purchase Agreements allow customers to lock in electricity rates and protect against utility rate increases; and

Whereas, on-site Power Purchase Agreements would expand job creation in West Virginia; and

Whereas, more than 180 major corporations have made corporate commitments to use 100% renewable and alternative energy; and

Whereas, Legislation is needed to authorize the use of on-site Power Purchase Agreements for renewable and alternative energy facilities in West Virginia; and

Whereas, Legislation authorizing on-site Power Purchase Agreements for renewable facilities would help municipalities lower costs and save money for taxpayers;

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

That the City of Charleston supports legislation authorizing on-site Power Purchase Agreements for renewable and alternative energy facilities in West Virginia.

PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: **Miles Carey, City Clerk**

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

Date: **January 27, 2020**

Subject: **Bill No. 7859**

The Committee on Planning, Streets and Traffic has had under consideration Bill No. 7859 and attached hereto and made a part thereof:

The Committee finds the rezoning is:

1. a minor expansion of a commercial district;
2. that it's consistent with the future land use map which designates the property as "Core Neighborhood"; and
3. It will remove the prescence of two zoning districts on the site making reuse and redevelopment easier for a structure that was developed and used for decades in a commercial capacity

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

Chair

Naomi Bays

Bill No. 7859

Introduced in Council	Passed by Council
January 6, 2020	
Introduced by	Referred to
Deanna McKinney	**Municipal Planning Commission** **Planning, Streets, and Traffic**

Bill No. 7859 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from a R-8 High Density Residential District to a C-8 Village Commercial District, a portion of that certain parcel of land located at 303 Ohio Avenue being a portion of Charleston West District, Map 25, Parcel 288, Charleston, West Virginia, as shown with the drawing attached as Exhibit A hereto.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from a R-8 High Density Residential District to a C-8 Village Commercial District the following described parcels of land:

> A portion of Parcel No. 288 as shown upon West Charleston Tax Map No. 25. The portion is further described as the southernly portion of lots 11, 12, 13, 14, and the northerly portion of the alley between lots 10 through 13 in BLOCK 11 of J. BRISBEN WALKER ADDTITION. Subject Parcel is commonly known as 303 Ohio Avenue, Charleston, West Virginia. Said tax map is of record in the Planning Office.

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

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

Showing a portion of Parcel 288 on West Charleston Tax District Map 25

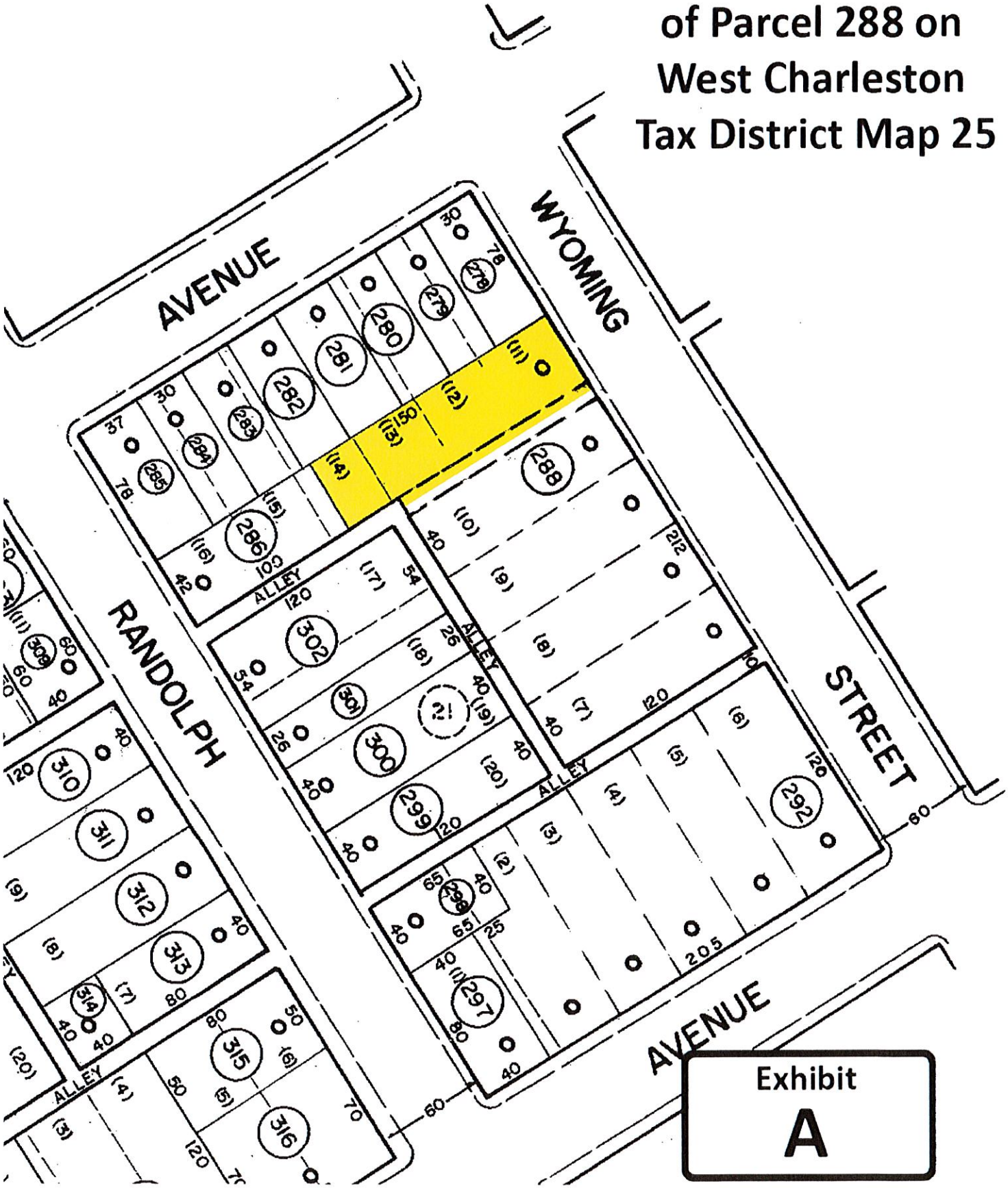
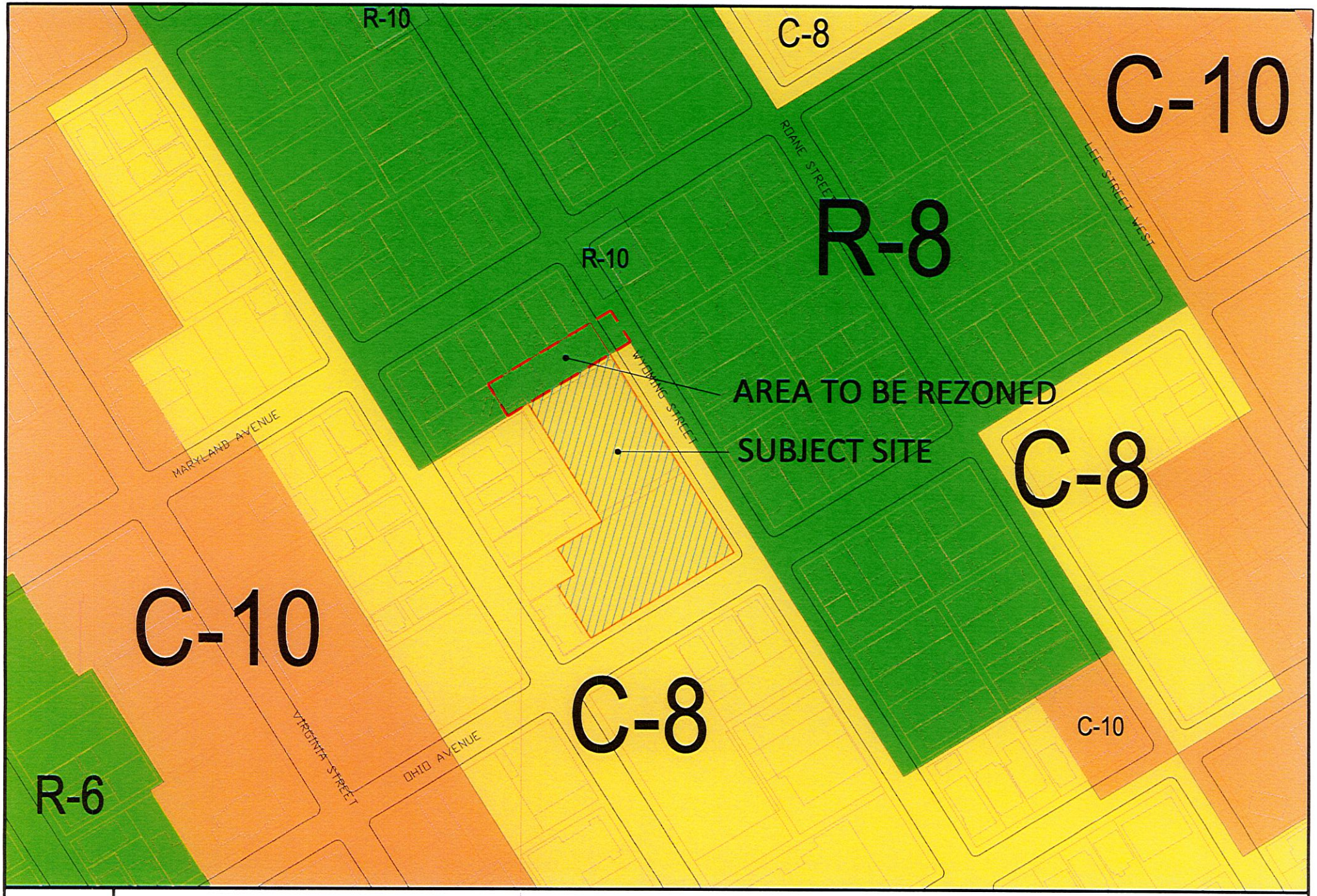


Exhibit
A



N

REZONING FROM R-8 TO C-8

STAFF EXHIBIT

PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: **Miles Carey, City Clerk**

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

Date: **January 27, 2020**

Subject: **Bill No. 7860**

The Committee on Planning, Streets and Traffic has had under consideration Bill No. 7860 and attached hereto and made a part thereof:

The Committee finds the alley closing:

1. will not disrupt the existing pattern of streets or negatively impact traffic flow;
2. legal access provided by city rights-of-way will not be adversely affected; and
3. it will allow for viable reuse of the structure as an owner will be able to control access between the structure and adjacent parking.

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

Chair

Naomi Bays

Bill No. 7860

Introduced in Council

January 6, 2020

Introduced by

Deanna McKinney

Passed by Council

Referred to

Planning, Streets, and Traffic Committee
Finance Committee

A Bill closing, abandoning and discontinuing as a public right of way a portion of the alley that runs between and is perpendicular to Randolph Street and Wyoming Street, in Charleston West Tax District of the City of Charleston, Kanawha County, West Virginia.

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

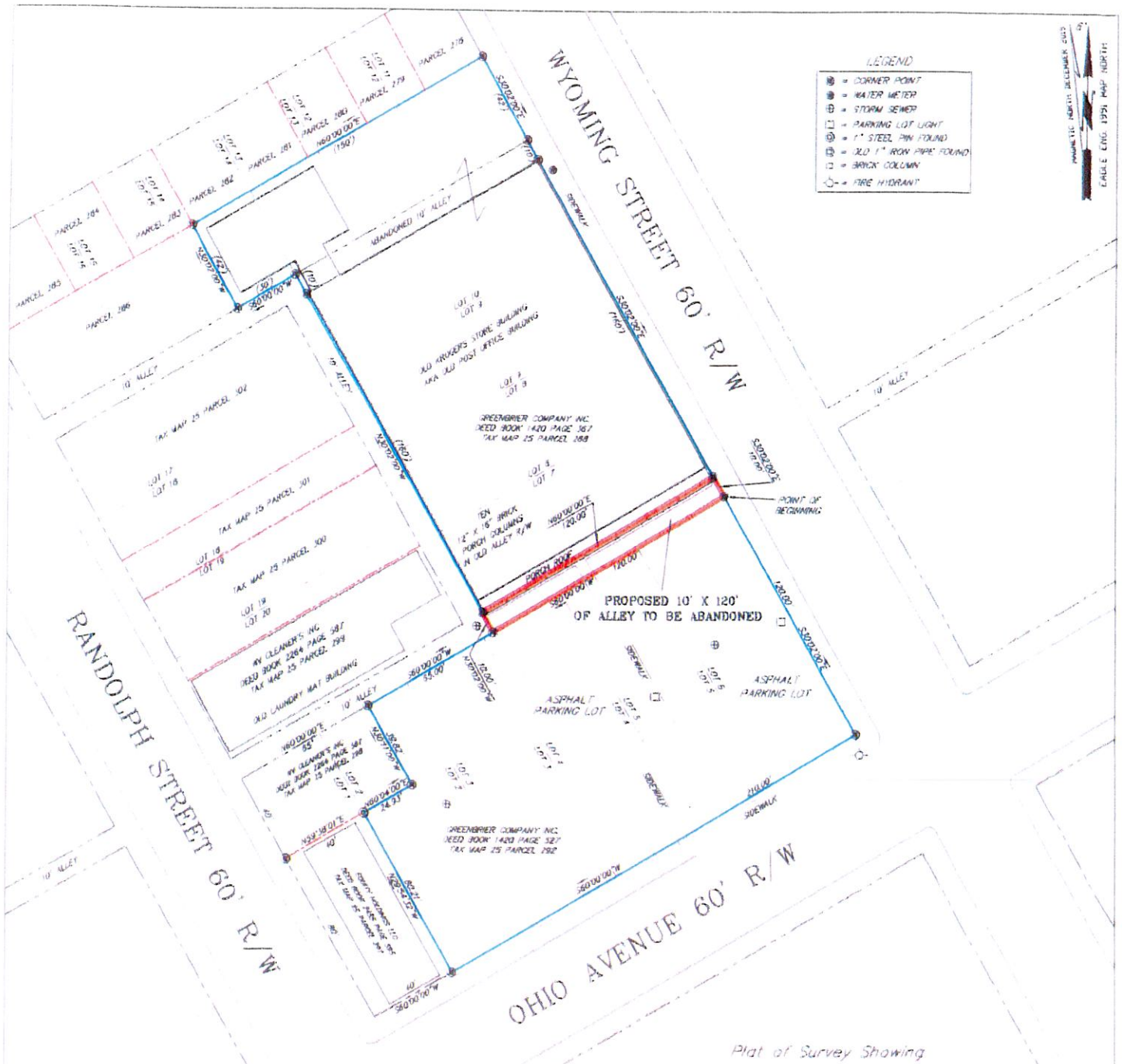
1. Being a portion of the alley that runs between and is perpendicular to Randolph Street and Wyoming Street, in the City of Charleston, West Virginia, in Charleston West Tax District of the City of Charleston, Kanawha County, West Virginia, is more particularly described as follows:

Beginning at a point on the western right of way of Wyoming Street, said point is situate N 30°02'00"W, 120.00' from the northern right of way of Ohio Avenue, thence leaving Wyoming Street, and now running with the northern line of Tax Map 25 Parcel 292, S 60°W, 120.00' to a point; thence leaving Parcel 292, and now running across said Alley, N 30°02'00"W, 10.00' to a point; thence with the southern line of Parcel 288, N 60°00'00"E, 120.00' to a point on the western right of way of Wyoming Street, S 30°02'00"E, 10.00' to the point of beginning, containing 1,200 Square Feet.

Reference is made to a plat entitled "PLAT OF SURVEY SHOWING PROPOSED ABANDONMENT OF A 10' x 120' Alley Containing 1200 SQ. FT. FOR THE PROPOSED PURCHASE BY JERICK FARMS IN. FROM THE CITY OF CHARLESTON" by Keely Surveying, dated December 11, 2019, as surveyed by Timothy L. Keely, WV Professional Surveyor No. 972, attached hereto and made a part hereof as Attachment A.

2. The Mayor of the City of Charleston be, and is herby authorized and directed to execute, acknowledge and deliver a proper deed conveying to Jerick Farms Inc., and its successors and assigns, all right, title and interest in and to said property as described in Section 1 above, for the consideration of $6,800.

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



Plat of Survey Showing

PROPOSED ABANDONMENT OF A

10' x 120' ALLEY CONTAINING 1200 SQ. FT.

FOR PROPOSED PURCHASE BY JERICK FARMS INC.

FROM THE CITY OF CHARLESTON

SITUATE BETWEEN CHARLESTON WEST DISTRICT

TAX MAP 25 PARCELS 288 AND 292

Owned By GREENBRIER COMPANY INC.

Deed Book 1420 Page 367 – Tax Map 25 Parcel 288

Deed Book 1420 Page 527 – Tax Map 25 Parcel 292

SITUATE IN BLOCK 11 OF J. BRISBEN WALKER ADDITION

Charleston West District, Kanawha County, West Virginia

Surveyed December 11, 2019 – SCALE 1" = 60'

TIMOTHY L. KEELY LICENSED No 972 STATE OF WEST VIRGINIA PROFESSIONA SURVEYOR

TIMOTHY L. KEELY – WV PS NO. 972
790 WALKER ROAD, CHARLESTON, WV 25311
(304) 343-3926 E-mail tlkeely@aol.com

Exhibit

A

Rolston & Company
Real Estate • Appraisals • Sales • Consulting

405 Pennsylvania Avenue, Charleston, WV 25302
Telephone (304) 345-0500 • Fax (304) 345-4665
darrell@rolstonandcompany.com

December 11, 2019

Mr. Quinton Walker
PO Box 6092
Charleston, WV 25362

Re: Alley off of Wyoming Street
Charleston, West Virginia

Dear Mr. Walker:

At your request, I personally inspected the above-captioned property for the purpose of estimating the market value. The date of the appraisal was December 11, 2019 and the rights appraised were the fee simple interest. Market value is defined in a specific section of this report.

The subject property is an alley containing 1,200 square feet (10' x 120') located off of Wyoming Street (survey attached).

The appraisal is based on the assumption there are no adverse environmental conditions affecting the property which would diminish the value as well as those additional assumptions set forth in the limiting conditions.

It is my opinion the indicated market value of the subject property is as follows:

Six Thousand Eight Hundred Dollars
($6,800)

Attached to this letter of transmittal is the narrative appraisal report containing photographs, the limiting conditions, certification, and my appraisal qualifications.

Sincerely yours,

ROLSTON & COMPANY

Darrell Rolston
WV Appraisal License #CG035

Resolution No. 283-20

Introduced in Council: Adopted by Council:

February 3, 2020 _____

Introduced by: Referred to:

Tiffany Wesley-Plear, Ben Adams, Naomi Bays, Caitlin Cook and Jennifer Pharr

Urban Renewal

Resolution No. 283-20

Whereas, the Charleston Urban Renewal Authority worked with the community to draft the West Side Community Renewal Plan; and

Whereas, the draft West Side Community Renewal Plan contains a history of Charleston's west side and a vision for the future of the community; and

Whereas, the draft West Side Community Renewal Plan received substantial community input and has undergone numerous revisions to address concerns raised by community members throughout the development process; and

Whereas, the City of Charleston's Urban Renewal and Economic Development Committee received a summary of the draft plan and heard community feedback regarding the plan at multiple meetings; and

Whereas, the City of Charleston's City Council held a public hearing regarding the draft plan and received negative feedback regarding the plan; and

Whereas, a speaker at the public hearing specifically requested that the City of Charleston obtain a legal opinion from the West Virginia University Land Use Clinic as to the sufficiency of the draft plan with respect to the requirements of state code; and

Whereas, the City of Charleston retained the West Virginia University Land Use Clinic to review the draft plan in light of state code and provide a legal opinion regarding the plan; and

Whereas, the legal opinion of the West Virginia University Land Use Clinic, attached to this resolution as Exhibit A, generally held that the state authorizing statute is unclear and confusing; and

Whereas, the legal opinion of the West Virginia University Land Use Clinic concluded that the draft plan is an urban renewal plan and not an urban redevelopment plan, but that nevertheless "[a] court would be slightly more likely than not to find that urban renewal plans must comply with [requirements that are specifically applicable to

urban redevelopment plans]" and that "the draft plan fails to comply with W. Va. Code § 16-18-6(g)," which requires that redevelopment plans contain "a statement of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenues from its disposal to redevelopers; a statement of the proposed method of financing the redevelopment project; and a statement of a feasible method proposed for the relocation of families to be displaced from the redevelopment project area."; and

Whereas, the West Side Community Renewal Plan that is currently in effect complied with that provision of code; and

Whereas, the City recognizes that the state code related to urban renewal authorities lacks the necessary specificity to conclusively answer the questions posed by the City and the public speakers; and

Whereas, the City is cognizant of the potential for litigation and the need for adopted plans to conclusively meet state law;

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

That the City Council of the City of Charleston hereby refers the draft West Side Community Renewal Plan back to the Charleston Urban Renewal Authority with the direction to review the legal opinion attached hereto and make any necessary amendments to the draft plan to satisfy the legal opinion provided.

In the alternative, the City Council of the City of Charleston asks the Charleston Urban Renewal Authority to adopt a motion requesting that the City of Charleston adopt the draft plan, with any necessary changes, as an amendment to the City's comprehensive plan, as suggested by the West Virginia University Land Use Clinic, in order to ensure that the significant work already completed to create the draft plan is not lost due to the lack of clarity in state law.

WestVirginiaUniversity
College of Law

January 6, 2020

Kevin Baker, City Attorney
City of Charleston
501 Virginia Street, East
Charleston, WV 25301

RE: West Side Community Renewal Plan

Dear Kevin:

Pursuant to the retainer agreement between the City of Charleston and the Land Use and Sustainable Development Law Clinic, this letter offers an opinion as to the sufficiency of the West Side Community Renewal Plan with respect to, and whether the plan complies with, the requirements of Chapter 16 of the West Virginia Code. In preparing this opinion, I reviewed the plan, our correspondence, the comments and concerns of the HOPE CDC in partnership with the Tuesday Morning Group and Charleston Branch NAACP (prepared by Reverend Matthew J. Watts), and Chapter 16, Article 18 of the West Virginia Code. I also conducted research on West Virginia law, secondary sources, and law from other jurisdictions, including relevant cases.

No pertinent cases were found in West Virginia. No authority directly on point was found from other jurisdictions. Research revealed some authority that helps clarify some of the issues, however, and those sources are cited herein.

I. Urban Renewal Plan or Urban Redevelopment Plan

The first issue is whether the subject plan is an "urban renewal plan" or "urban redevelopment plan" under the West Virginia Code. The Code outlines similar, but slightly different, requirements for each plan. Table 1 summarizes and compares the required elements of each plan, while Table 2 summarizes and compares the authority under each plan. Both tables are located at the end of this letter.

The plan is entitled "West Side Community Renewal Plan," indicating that the plan should be analyzed as an urban renewal plan. However, Section 1.1 Preface states in part, that the plan "has been prepared to satisfy the requirements of § 16-18-6 Preparation and approval of redevelopment plans, that an urban renewal plan be the governing body of the municipality before an urban renewal authority undertakes an Urban Renewal Project". Although "[a]n urban renewal plan shall be prepared and approved pursuant to the same procedure as provided in [Article 18, Chapter 16 of the West Virginia Code] with respect to a redevelopment plan (W. Va. Code, § 16-18-26), § 16-18-6 lays out requirements that appear at first blush to be specific to urban redevelopment plans, not urban renewal plans.

The Code fails to clarify what "procedures" apply to both urban renewal plans and urban redevelopment plans. Since § 16-18-6 is entitled "Preparation and approval of redevelopment plans", the entire section could apply to renewal plans, although W. Va. Code, § 16-18-26 fails to particularly reference any particular provision. W. Va. Code, §§ 16-18-6(h), (i) and (j) appear to clearly constitute "procedures."

Land Use and Sustainable Development Law Clinic
Phone: 304-293-4633
Fax: 304-293-7465
PO Box 6130
Morgantown, WV 26506-6130
Equal Opportunity/Affirmative Action Institution

W. Va. Code, §§ 16-18-6(b)-(g) appear to contain a mix of procedural and substantive provisions, while W. Va. Code, § 16-18-6(a) appears to provide a substantive requirement for action under a redevelopment plan. Given the lack of clarity, and the difficulty in resolving the ambiguity, an urban renewal authority, in my opinion, should comply with the requirements of W. Va. Code, §§ 16-18-6(b)-(j) with respect to urban renewal plans and urban redevelopment plans.

In light of this discussion, the reference to W. Va. Code, § 16-18-6 of the Preface to the West Side Community Renewal Plan can be seen as an acknowledgement of the overlapping requirements of an urban renewal plan and an urban redevelopment plan. Given the lack of clarity, particularly with respect to W. Va. Code, §§ 16-18-6(b)-(g), provisions that may prove key in analyzing compliance with the Code, this letter will review compliance with the provisions of W. Va. Code, §§ 16-18-6(b)-(g), as well as compliance with the separate provisions that clearly only apply to urban renewal plan.

II. Urban Redevelopment Plan

"Redevelopment plan" means a plan for the acquisition, clearance, reconstruction, rehabilitation, or future use of a redevelopment project area. W. Va. Code, § 16-18-3(r). Prior to recommending a redevelopment plan to the governing body for approval, an authority shall submit such plan to the planning commission of the community in which the redevelopment project area is located for review and recommendations as to its conformity with the general plan for the development of the community as a whole. W. Va. Code, § 16-18-6(e).

Under W. Va. Code, § 16-18-6(d) a redevelopment plan must include:

(1) The boundaries of the redevelopment project area, with a map showing the existing uses and conditions of the real property therein;

(2) A land use plan showing proposed uses of the area;

(3) Information showing the standards of population densities, land coverage and building intensities in the area after redevelopment;

(4) A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes and ordinances;

(5) A site plan of the area; and

(6) A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

In addition to the planning commission's recommendations, the redevelopment plan must also include:

(1) a statement of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area;

(2) the estimated proceeds or revenues from its disposal to redevelopers;

(3) a statement of the proposed method of financing the redevelopment project; and,

(4) a statement of a feasible method proposed for the relocation of families to be displaced from the redevelopment project area.

W. Va. Code, § 16-18-6(g).

The renewal authority must also consider "whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted and harmonious development of the community and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development". W. Va. Code, § 16-18-6(f). This consideration includes "adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, the prevention of the recurrence of insanitary or unsafe dwelling accommodations, slums, or conditions of blight, and the provision of adequate, safe and sanitary dwelling accommodations. W. Va. Code, § 16-18-6(e).

III. Urban Renewal Plan

An "urban renewal plan" means "a plan, as it exists from time to time, for an urban renewal project, which plan (1) shall conform to the general plan for the community as a whole, except as provided for disaster areas, and (2) shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the area of the urban renewal project, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan's relationship to definite local objectives representing appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements." W. Va. Code, § 16-18-26.

"An urban renewal project may include undertakings and activities for the elimination (and for the prevention of the development or spread) of slums or blighted, deteriorated, or deteriorating areas and may involve any work or undertaking for such purpose constituting a redevelopment project or any rehabilitation or conservation work, or any combination of such undertaking or work." W. Va. Code, § 16-18-25.

The urban renewal plan may include "(1) carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements; (2) acquisition of real property and demolition, removal, or rehabilitation of buildings and improvements thereon where necessary to eliminate unhealthful, insanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, or to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; (3) installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out the objectives of the urban renewal project; and (4) the disposition, for uses in accordance with the objectives of the urban renewal project, of any property or part thereof acquired in the area of such project". Id. Disposition must be as prescribed for property in redevelopment area. Id.

"Where real property acquired by a community is to be transferred in accordance with the urban renewal plan, any contract for such transfer and the urban renewal plan (or such part or parts of such contract or plan as the authority may determine) may be recorded in the land records of the county in such manner as to afford actual or constructive notice thereof." W. Va. Code, § 16-18-26. West Virginia Code § 16-18-5(f) also grants broad authority to an urban renewal authority to acquire real property in the urban renewal area prior to approval of an urban renewal plan, or approval of any modifications of the plan. West Virginia Code § 16-18-5(f). The urban renewal authority may demolish and remove any structure on the property, and pay all costs related to the work. The local governing body must approve payment of costs and bears the responsibility of any losses if the property is not made part of the urban renewal project. Id.

IV. Conformance with the "General Plan"

Both an urban renewal plan and an urban redevelopment plan must "conform to the general plan of the community as a whole", with the exception of disaster areas for an urban renewal plan. W. Va. Code, § 16-18-2; W. Va. Code, §§ 16-18-6(c), (e), (f) and (i); W. Va. Code, § 16-18-25; and, W. Va. Code, §§ 16-18-26. The "general plan" or "general plan of the community as a whole" referred to in these sections is the comprehensive plan. See, e.g., Daniel R. Mandelker, The Comprehensive Planning Requirement in Urban Renewal, 116 Penn. L. Rev. 25 (1967). The comprehensive plan was referred to as a general plan in the era in which Chapter 16, Article 18 of the West Virginia Code was adopted, and the West Virginia Code did not refer to "comprehensive plan" until the 1960's, after the adoption of the provisions at issue.

The element of conformance with the comprehensive plan suggests that the urban renewal plan and urban redevelopment plan should be more specific than the comprehensive plan itself. The comprehensive plan itself is very general and implementing ordinances should conform with, or be consistent with, the comprehensive plan. See, e.g., W. Va. Code, §§ 8A-4-2 (Subdivision and Land Development Ordinance), 8A-5-7 (subdivision or land development), 8A-6-2 (final plat approval), 8A-7-2 (zoning maps), 8A-7-8 (amendments to the zoning ordinance), 8A-7-9 (amendments to the zoning ordinance).

V. Analysis

If considered a redevelopment plan, or if renewal plans must conform to the requirements of W. Va. Code, §§ 16-18-6(b)-(g), the draft plan likely is deficient. Most problematic for the West Side Plan would be Subsection (g). Subsection (g) requires projections of costs and revenues to carry out the plan, as well as sources of revenues. The West Side Plan does not include these items. Although some forms of financing are discussed generally in Section 8 of the plan, the financing is not specifically laid out. Section 8.1 of the plan states, in part, that:

> The plan does not identify specific parcels for either acquisition or demolition nor does it contemplate the need for relocation of any families. These activities are not precluded, but not initially anticipated. Rather, the plan identifies concepts for transforming the community through the built environment. The redevelopment project area is comprised of approximately 226 acres. As such, it is impossible to estimate the potential cost of implementing the concepts presented in this plan over such a large plan area. It is reasonable to say that the cost would be many millions of dollars. Redevelopment activities and funding sources will therefore need to come from a wide and creative variety of sources.

An argument exists, however, that W. Va. Code, §§ 16-18-6(b)-(g) constitute substantive, rather than procedural, requirements, and therefore do not apply to urban renewal plans. The question then becomes whether W. Va. Code, §§ 16-18-6(h), (i) and (j) apply to urban renewal plans as "procedure[s] for preparation and approval of an urban renewal plan, required to be followed with respect to an urban renewal plan. W. Va. Code, § 16-18-26. In my opinion, these provisions are procedural, with one possible exception.

Subsection (h) lays out the procedure in detail for the hearing and notice for the hearing. Subsection (i) sets out required findings to be made prior to the governing body approving a redevelopment plan. Although some of these findings involve substantive determinations, the reference to a finding indicates a procedural requirement, in my opinion.

Subsection (j) provides a process for modification of the redevelopment plan. The first clause refers to modification by the authority, and requires consent by the redeveloper(s) of property leased or sold in the redevelopment area after approval of the plan but before the modification. This provision is likely not required of an urban renewal plan, as the requirement does not apply to the approval or preparation of the

plan, unless modification is considered part of the continuing "preparation" process. Arguments can be made on both sides of these issues. Where the "proposed modification will substantially change the … plan", subsection (j) requires approval of the modification by the governing body with a process similar to approval of the original plan. This requirement appears to clearly be procedural.

If the West Side Plan is considered a renewal plan and we disregard the procedural issues, W. Va. Code, § 16-18-26 requires that the renewal plan "be *sufficiently complete* to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the area of the urban renewal project, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan's relationship to *definite* local objectives representing appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements". (emphasis added). No guidance could be found to further define this requirement. However, inclusion of the terms "sufficiently complete to indicate land acquisition [and other steps] as may be proposed to be carried out", and "the plan's relationship to definite local objectives" indicate some level of specificity is required in the renewal plan. The difference between "general" and "specific" remains unclear.

Only one related case was located to assist in this interpretation. The court in *Paris v. Community Development Agency*, 167 Cal.App.3d 489, 497 (1985) stated that "[n]ecessarily some of the statements in a redevelopment plan will be general and tentative, and formal amendment of the plan is not required for a subsequent administrative interpretation and filling in of details". The ruling was made in the context of a plan that stated that commercial uses would be allowed in the redevelopment area, but listed examples and included limitations on the commercial uses allowed. Theatres were not mentioned and the appellant wished to build a theatre, but the development agency would not allow the use.

The plan must also be for an "urban renewal project". W. Va. Code, § 16-18-26. An urban renewal project is broadly defined as including "undertakings and activities for the elimination (and for the prevention of the development or spread) of slums or blighted, deteriorated, or deteriorating areas and may involve any work or undertaking for such purpose constituting a redevelopment project or any rehabilitation or conservation work, or any combination of such undertaking or work." W. Va. Code, § 16-18-25. Merriam Webster defines "project" as "a *specific plan* or design". https://www.merriam-webster.com/dictionary/project (emphasis added). That the plan must be for a "project" also suggests a certain level of specificity.

VI. Conclusions and Recommendations

The West Virginia Code provisions on urban renewal plans and urban redevelopment plans leave much to be desired. One cannot predict with any degree of certainty what the West Virginia Supreme Court may rule if considering these issues. However, my conclusions are as follows:

(1) The draft West Side Community Renewal Plan should be considered an urban renewal plan, and should meet the requirements for urban renewal plans, not the requirements of an urban redevelopment plan,

(2) A court would be slightly more likely than not to find that urban renewal plans must comply with W. Va. Code, §§ 16-18-6(b)-(j). Although application of these requirements to urban renewal plans would cause some redundancies, application makes more sense than not applying the provisions. The draft plan fails to comply with W. Va. Code, §§ 16-18-6(g), and

(3) Even assuming that W. Va. Code, §§ 16-18-6(b)-(j) do not apply to urban renewal plans, the draft plan lacks the specificity to meet the requirements of W. Va. Code, § 16-18-26(2) that the

renewal plan "be *sufficiently complete* to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the area of the urban renewal project, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan's relationship to *definite* local objectives representing appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements." (emphasis added)

Bolstering this conclusion is the requirement that the renewal plan conform to the City's comprehensive plan. The comprehensive is very general, so to conform to the comprehensive plan, the redevelopment plan should be more specific. In addition, the fact that the plan must be attached to an urban renewal project implies a degree of specificity that is lacking in the present draft.

Finally, the only applicable case law finds that "some" generality is acceptable in a redevelopment plan. This holding implies that the bulk of the plan should be specific.

I recommend the following:

(1) That the City of Charleston, pursuant to the procedures contained in Chapter 8A of the W. Va. Code, adopt the draft West Side Community Renewal Plan, with any necessary changes, as an amendment to the City's comprehensive plan. The draft plan reads much like a comprehensive plan and would position the city well to adopt a more specific urban renewal plan once a renewal project is identified.

Although the draft plan states, at Section 8.1, that best practices for community renewal documents have changed since 2008, and that individual parcel level plans are difficult to implement, the West Virginia Code dictates plans that contain a level of specificity that may not be parcel level, but require a smaller scale than the 260 acres covered by the draft West Side Community Renewal Plan. Under the scheme prescribed by the Code, the broader brush used in the draft plan should be limited to the comprehensive plan.

(2) The City should consider working with the West Virginia Municipal League to have Article 18, Chapter 16 of the West Virginia Code amended to clarify the ambiguities contained in the Article. Amendments could also possibly be directed towards giving urban renewal authorities more flexibility in adopting renewal plans and redevelopment plans.

If you have any further questions or need more information, please contact me.

Sincerely,

/s/Jesse J. Richardson, Jr.

Jesse J. Richardson, Jr.
Lead Land Use Attorney

Table 1. Required Plan Elements.

Urban Redevelopment Plan	Urban Renewal Plan
Must conform with comprehensive plan	Must conform with comprehensive plan (except with respect to disaster areas)
Boundaries	
Present land use map	
Proposed land use map	
Standards of population densities, land coverage and building intensities in the area after redevelopment	Land uses, maximum densities, building requirements, and the plan's relationship to definite local objectives representing appropriate land uses
A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes and ordinances	Zoning and planning changes, if any
Site Plan of the area	
A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment	Improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements
A statement of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area;	Indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the area of the urban renewal project
The estimated proceeds or revenues from its disposal to redevelopers	Shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the area of the urban renewal project, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan's relationship to definite local objectives representing appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements
A statement of the proposed method of financing the redevelopment project	" "
A statement of a feasible method proposed for the relocation of families to be displaced from the redevelopment project area	" "

Table 2. Authority under the Plans.

Redevelopment Project	Urban Renewal Project
Acquisition of slum areas or blighted areas or portions thereof, including lands, structures, or improvements the acquisition of which is necessary or incidental to the proper clearance, development or redevelopment of such slum or blighted areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight	Acquisition of real property and demolition, removal, or rehabilitation of buildings and improvements thereon where necessary to eliminate unhealthful, insanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, or to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities
Clearance of slum areas or blighted areas or portions thereof by demolition or removal of existing buildings, structures, streets, utilities or other improvements thereon	Acquisition of real property and demolition, removal, or rehabilitation of buildings and improvements thereon where necessary to eliminate unhealthful, insanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, or to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities
Installation, construction, or reconstruction of streets, utilities, and site improvements essential to the preparation of sites for uses in accordance with a redevelopment plan	Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out the objectives of the urban renewal project
Sell, lease or otherwise make available land in such areas for residential, recreational, commercial, industrial or other use or for public use or to retain such land for public use, in accordance with a redevelopment plan	The disposition, for uses in accordance with the objectives of the urban renewal project, of any property or part thereof acquired in the area of such project
	Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements
Preparation of a redevelopment plan, the planning, survey and other work incident to a redevelopment project and the preparation of all plans and arrangements for carrying out a redevelopment project	

Resolution No. 282-20

Introduced in Council: Adopted by Council:

February 3, 2020

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 282-20 - Authorizing the Mayor or City Manager to submit applications to the West Virginia State Police Commission on Drunk Driving Prevention during the spring, summer and fall 2020 grant cycles for funds in the amount of $15,000 each and administer any funds awarded. Funds will be utilized for DUI checkpoints and road patrols by the Charleston Police Department.

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

That the Mayor or City Manager is authorized to submit grant applications to the West Virginia State Police Commission on Drunk Driving Prevention during the spring, summer and fall 2020 grant cycles for funds in the amount of $15,000 each and administer any funds awarded. Funds will be utilized for DUI checkpoints and road patrols by the Charleston Police Department.

Resolution No. 284-20

Introduced in Council: Adopted by Council:

February 3, 2020 _____

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 284-20 – Authorizing approval of Amendment No. 6 in the FY 2019-2020 General Fund Budget as indicated on the attached list of accounts.

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

That Amendment No. 6 in the FY 2019-2020 General Fund Budget as indicated on the attached list of accounts is approved.

General Fund FY 2019-2020 Budget Amendment No. 6 - February 3, 2020

Account No.	Department	Account Description	Amount
001 804 00 000 5 568	Other Health Programs	Other Contributions	(55,000)
001 412 00 000 2 230	City Manager	Contracted Services	55,000

To reallocated funds due to change in the contract for homeless outreach services.

001 368 11 0000	Revenue	Contributions from Others	(60,000)
001 979 00 900 4 458	Parks & Recreation	Capital Outlay - Major Improvements	60,000

To rollover the contribution from Huntington Bank to be used for improvements to the Martin Luther King Jr. Community Center.

001 368 06 0000	Revenue	Contributions from Others	(45,000)
001 436 00 000 2 230	Building Commission	Contracted Services	32,000
001 706 00 000 3 341	Fire	Materials & Supplies	8,000
001 409 00 000 5 568	Mayor's Office	Other Contributions	5,000

To recognize contribution for AT&T to be used for dilapidated home demolition, purchasing new mattresses for the fire stations, and after school programs.

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

Resolution No. 285-20

Introduced in Council: Adopted by Council:

February 3, 2020 _____

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 285-20 – Authorizing and directing the Finance Director to establish Fund 019, Tourism and Promotions Fund, a Special Revenue Fund, to account for revenues received from transfers from other funds and other available sources of funding to be used for marketing, direct advertising, business development, and public relations promoting travel and tourism within the city and the city's image and brand identity.

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

The Finance Director is authorized and directed to establish Fund 019, Tourism and Promotions Fund, a Special Revenue Fund, to account for revenues received from transfers from other funds and other available sources of funding to be used for marketing, direct advertising, business development, and public relations promoting travel and tourism within the city and the city's image and brand identity.

Resolution No. 286-20

Introduced in Council: Adopted by Council:

February 3, 2020 _____

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 286-20 – Authorizing and directing the Finance Director to establish Fund 020, Business Development and Economic Incentives Fund, a Special Revenue Fund, to account for revenues received from transfers from other funds and other available sources of funding to be used for economic development initiatives that promote business formation, expansion, and retention, focusing particularly on small business initiatives.

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

The Finance Director is authorized and directed to establish Fund 020, Business Development and Economic Incentives Fund, a Special Revenue Fund, to account for revenues received from transfers from other funds and other available sources of funding to be used for economic development initiatives that promote business formation, expansion, and retention, focusing particularly on small business initiatives.

Resolution No. 287-20

Introduced in Council: Adopted by Council:

February 3, 2020 _____

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 287-20 – Authorizing and directing the Finance Director to establish Fund 021, Community Participation Grant Program Fund, a Special Revenue Fund, to account for revenues received from transfers from other funds and other available sources of funding to be used for issuing grants to eligible organizations for projects and programs that enhance and strengthen the various neighborhoods and communities of Charleston. Expenditures from the fund are subject to program guidelines established by the City Manager.

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

The Finance Director is authorized and directed to establish Fund 021, Community Participation Grant Program Fund, a Special Revenue Fund, to account for revenues received from transfers from other funds and other available sources of funding to be used for issuing grants to eligible organizations for projects and programs that enhance and strengthen the various neighborhoods and communities of Charleston. Expenditures from the fund are subject to program guidelines established by the City Manager.

COMMUNITY PARTICIPATION GRANT PROGRAM GUIDELINES

I. PURPOSE

The Community Participation Grant Program is established to promote flexibility and public input regarding the decision-making process for reinvesting a portion of the City's water settlement funds back into the Charleston community.

II. General Terms and Conditions

1. Each Council Member is apportioned a one-time sum of $5,000 to be spent in accordance with these program guidelines.

2. Members may consolidate some or all of their apportioned funds with one another to facilitate larger projects in the community.

3. Members may spend their apportioned funds by requesting that a financial contribution be made only to charitable organizations, as defined by §501(c)(3) of the Internal Revenue Code.

    3.1. Such organizations may not engage in the following activities:

    3.1.1 attempt to influence legislation as a substantial part of its activities;

    3.1.2 participate in any campaign activity for or against candidates for public office; or

    3.1.3 be organized or operated for the benefit of private interests.

4. Members may request the expenditure of their apportioned funds by submitting the attached form to the City Manager. The City Manager reserves the right to refuse a request if, in his/her opinion, and in consultation with the City Attorney, the fulfilment of the request would be in violation of applicable federal, state, or local laws.

5. Members must adhere to the applicable provisions of the West Virginia Governmental Ethics Act, W. Va. Code § 6B-1-1, *et seq*., and Members may not use apportioned funds for personal gain.

6. All expenditures of funds under this program will be in the name of the City of Charleston only.

7. Members may request to spend all or some portion of their apportioned funds at any time; however, the expenditure of such funds must be in increments of $500. Payments to an organization will be in the form of a duly-issued City check. No reimbursements to Members for contributions made with private funds will be authorized.

8. The City Manager will keep accurate records of all apportioned funds and their expenditures. Members may request an accounting of his/her fund balance at any time.

COMMUNITY PARTICIPATION GRANT PROGRAM

FUNDING REQUEST FORM

Council Member Name: _____ Date of Request: _____

I declare that I have no personal or business relationship with the listed charitable organization that would be considered a conflict of interest, except as follows:
(List Actual, Potential, or Perceived Conflicts of Interest) _____

_____

Name of § 501(c)(3) Organization: _____

Address of Organization: _____

_____

Purpose of Organization: _____

_____

Amount of Contribution: $_____ (Amount must be in increments of $500.)

How will your contribution be used to improve the community?

_____

_____

_____

_____

Are you combining funds with any other Council Members? **Y / N**
(If yes, list the names of the participating Members and the allocation of funds to be divided.)

_____

_____

Have you included with your request an IRS W-9 Form for the Organization? **Y / N**
(This form is required to process payment.)

Resolution No. 288-20

Introduced in Council: Adopted by Council:

February 3, 2020 _____

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 288-20 – Authorizing the Mayor or City Manager to enter into a contract with Progressive Electric, Inc. in the amount of $29,435 for the purchase and installation of an electric generator for the City Service Center, 915 Quarrier Street, East, where the cost of the purchase will be expensed to the Parking System's operational budget.

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

The Mayor or City Manager is authorized to enter into a contract with Progressive Electric, Inc. in the amount of $29,435 for the purchase and installation of an electric generator for the City Service Center, 915 Quarrier Street, East, where the cost of the purchase will be expensed to the Parking System's operational budget.

Purchase and Installation of a New Generator for the Parking System

Project No. 2019-002

Bid Opening: January 14, 2020 @ 11:00am

	Progressive Electric		
	PO Box 3695		
	Charleston WV, 25336		
	P: (304) 345-1253		
	rrhodes@wewireu.com		
Project Total	$29,435.00		
Local Vendor Preference (4%)	(1,177.40) $28,257.60		
Project Completion	90 days		
Successful Bidder with Local Preference Consideration	✓		

Resolution No. 289-20

Introduced in Council: Adopted by Council:

February 3, 2020 _____

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 289-20 – Authorizing the Mayor or City Manager to acknowledge and approve an Allonge to Note, permitting a maturity date extension to December 1, 2020, on a $350,000 loan issued by the Charleston Urban Renewal Authority to Charleston Renaissance Development Corporation, dated June 4, 1991, and where Religious Coalition for Community Renewal, Inc. is the successor in interest to the original loan and the principal amount outstanding on the loan is approximately $39,000.

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

The Mayor or City Manager is authorized to acknowledge and approve an Allonge to Note, permitting a maturity date extension to December 1, 2020, on a $350,000 loan issued by the Charleston Urban Renewal Authority to Charleston Renaissance Development Corporation, dated June 4, 1991, and where Religious Coalition for Community Renewal, Inc. is the successor in interest to the original loan and the principal amount outstanding on the loan is approximately $39,000.

This Deed of Trust. Made this 4th day of June, 19 91, by and between THE CITY OF CHARLESTON, a municipal corporation, and THE CHARLESTON RENAISSANCE DEVELOPMENT CORPORATION, a non-profit corporation, whether one or more, hereafter called "Grantors," parties of the first part, and EDWARD C. GOLDBERG and THOMAS C. DAMEWOOD, both of whom reside in Kanawha County, West Virginia, as Trustees, hereinafter called "Trustees," parties of the second part.

Witnesseth: That for and in consideration of the indebtedness and trusts hereinafter set forth and of the sum of $10.00, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto Trustees all that (those) certain lot(s), tract(s), or parcel(s) of land, together with the improvements thereon and all appurtenances thereunto belonging, or in anywise appertaining, situate in Charleston East Tax District, County (ies) of Kanawha, and State of West Virginia, and more particularly bounded and described as follows:

PARCEL NUMBER ONE:

All of that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, fronting 25 feet on the southeasterly side of Capitol Street, and extending back thereon between parallel sidelines 110 feet, more or less, to the line of a 10 foot alley in the City of Charleston, Kanawha County, West Virginia, and being more particularly bounded and described as follows, to-wit:

> Beginning at a point on the southeasterly side of Capitol Street, which is S. 61° 31' W. 25 feet from the intersection of the said southeasterly line of Capitol Street, with the southerly line of Smith Street, thence continuing with the southeasterly line of Capitol Street, S. 61° 30' W. 25 feet to a point at the outer front corner of the three-story brick building upon the property herein conveyed; thence with the outer wall of said building, S. 44° E. 110½ feet to a point in the line of the aforesaid 10 foot alley; thence with said alley, N. 60° 37' E. 25 feet to the rear corner of the three-story brick building, upon the property adjoining the property hereby conveyed on its northeasterly side; thence N. 44° W. 110¼ feet to the place of beginning;

being the same real estate conveyed unto The City of Charleston, a municipal corporation, by The Charleston Hub, Inc., a West Virginia corporation, by deed bearing date October 19, 1988, recorded in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 2215, at Page 90. Reference to the aforesaid deed is hereby made for all pertinent purposes.

(Continued on Addendum "A" attached hereto, recorded herewith, and made a part hereof.)

Together with any and all buildings, improvements, fixtures of every kind, engines, machinery, boilers, motors, all plumbing, lighting, heating and air conditioning fixtures and equipment, refrigerating plants, wall-to-wall carpeting and all other furnishings, equipment and property which are or shall be attached to, or be deemed to be fixtures and a part of the real property herein conveyed; and together also with all equipment, materials, supplies and other property of every kind or nature whatsoever, and wheresoever located, now or hereafter owned by Grantors or in which they have or shall have an interest, procured for incorporation in or to be affixed to buildings or other improvements on the above described real property or appurtenances thereto, all of which, together with the real property described above, shall secure the indebtedness herein described and covered by this deed of trust and is sometimes herein referred to as "said property."

And for the consideration aforesaid, Grantors do hereby assign, transfer and set over to Trustees all rentals, income, issues and profits that may accrue from said property or any part thereof; provided, however, that so long as Grantors shall not be in default hereunder Grantors shall be entitled to collect and receive all rents, income, issues and profits of said property.

To Have and to Hold said property unto Trustees and their successors in the trust forever; and Grantors do hereby covenant to and with Trustees and **CHARLESTON URBAN RENEWAL AUTHORITY, a public body corporate and politic (C.U.R.A.)** (hereinafter sometimes called "Creditor") that Grantors will warrant generally the said property hereby conveyed; that Grantors have the right to convey the said property to Trustees; that the same is free from any and all liens and encumbrances other than real estate taxes assessed but not yet due and payable, and other liens and encumbrances, if any, mentioned above; that Trustees shall have quiet possession thereof and that Grantors will execute such further assurances of said property as may be requisite, including but not limited to the execution and delivery of financing statements and such other instruments as Creditor or other holder of the note secured by this deed of trust may require to impose the lien hereof more specifically upon any item or items of property, or rights or interests therein, covered by this deed of trust.

Mail to: THOMAS C. DAMEWOOD P. O. Box 951 Charleston, WV 25323

In Trust Nevertheless to ure the payment of that certain prom. ory note of even date herewith in

the principal sum of Three Hundred Fifty Thousand & 00/100

Dollars ($ 350,000.00), **executed by** THE CHARLESTON RENAISSANCE DEVELOPMENT

CORPORATION, a non-profit corporation

and payable to the order of Creditor, the beneficial owner of said note, at , in the City of , West Virginia, the residence of said beneficial owner, said note being in substantially the form and content (with the exception of signatures) as Exhibit A annexed hereto and by this reference incorporated in and made a part of this deed of trust, and to secure also any and all extensions, modifications and renewals of said note, or any part thereof, however changed in form, manner or amount, and all other indebtedness of Grantors to the holder of said note or Trustees, at any time and from time to time arising hereunder (all of which indebtedness, together with the interest thereon, is sometimes hereinafter collectively referred to as the "Secured Debt").

Grantors, jointly and severally, covenant, warrant, and agree with Trustees and with the holder of the Secured Debt, or any part thereof, and with each of them as follows:

1. That they will, so long as the Secured Debt, or any part thereof, remains unpaid: (a) pay as and when due and payable all taxes, assessments and other governmental charges and fees that may be levied or assessed against said property, including the buildings and improvements now situate on said property, or that may hereafter be erected thereon, and any improvements and additions made therein or thereto from time to time, and will furnish annually to the holder of said note receipts showing the payment of such taxes, assessments, charges and fees; (b) have and keep the buildings and improvements now situate on said property or that may hereafter be erected thereon, and all other insurable property covered by this deed of trust constantly insured against loss or damage by fire and such other casualties, contingencies, and hazards as said holder may require, in one or more responsible and solvent insurance companies authorized to transact business in the State of West Virginia approved by said holder, and in an amount satisfactory to said holder, with a standard mortgagee clause, non-contributory, providing that loss or damage shall be payable to said holder as holder's interest may appear, and will pay the premiums for such insurance as the same become due and payable and deliver the policy or policies of such insurance and all renewals thereof, to said holder; (c) keep and maintain said property in good condition and repair and not abandon the same, or any part thereof, nor commit or permit the commission of waste on or in said property, or any part thereof, or permit any building or improvement to be removed, destroyed, demolished or structurally altered in whole or in part, and Grantors shall comply, and cause all occupants of said property or those in possession thereof to comply, with all laws, ordinances, rules and regulations relating to the use or maintenance of said property and with all requirements, directions and orders and notices of violations thereof issued by any governmental agency, body or officer; (d) carry out, perform and comply with all the covenants, conditions, provisions, agreements and warranties contained in any loan or other agreement(s) with Creditor executed by Grantors, or any of them, in connection with the loan or other extension of credit evidenced by the above-described note; (e) permit Trustees or said holder, or any of them, or their agents, to enter and inspect said property at all reasonable times; (f) pay to Trustees, or to said holder, upon demand, any and all sums of money, including all costs, expenses and reasonable attorneys' fees, which Trustees or said holder, or any of them, may incur or expend in any action or proceeding that may concern said property, or any part thereof or interest therein, including without limitation any eminent domain proceeding, or any action or proceeding to sustain the lien of this deed of trust or its priority, or in defending any party thereto, or any party secured hereby, against the liens, demands or claims of title of any person, firm or corporation, asserting priority over this deed of trust, or asserting title adverse to the title under which Trustees hold, or in the discharge of any such liens, demands or claims, or in connection with any action to foreclose this deed of trust, or to recover any indebtedness secured hereby.

2. In the event Grantors fail to make any payment required, or fail to comply with, perform or carry out any of the provisions of paragraph 1 hereof, then, and in any such event, the holder of said note or Trustees, or any of them, shall have the right, without notice to or demand upon Grantors or any other person, to make any such payment, take any such action or do any such thing as, in the exercise of holder's or their discretion, may be determined to be reasonably necessary to protect the lien and security hereof as fully and completely as if Grantors made each and every such payment when due, and kept, complied with, performed and carried out the provisions of said paragraph 1 in every respect. Without limiting the generality of the foregoing, said holder or Trustees or any of them, may, in any such event, (a) obtain the required insurance covering said property and pay the premiums thereon or pay any unpaid premiums on any insurance procured by Grantors; (b) pay said taxes, assessments and other governmental charges and fees together with any penalties and interest accrued thereon, and redeem said property from a tax sale if it has been sold, and shall be subrogated to the lien of the governmental body to which such payment was made; (c) make and pay for any and all repairs which they or any of them deem necessary to place or keep said property in good condition and repair; (d) stop or mitigate waste on or in said property or any part thereof; (e) stop or prevent the removal, destruction, demolition or structural alteration of any building or improvement on said property; (f) stop or prevent the violation of any law, ordinance, rule or regulation relating to the use or maintenance of said property or of any requirement, direction or order or notice of violation thereof issued by any governmental agency, body or officer; (g) take such action as may be necessary to require Grantors to carry out, perform and comply with all the covenants, conditions, provisions, stipulations, agreements and warranties contained in any loan or other agreement(s) with Creditor; and (h) pay all or any part of any sum or sums of money that may be due or payable under the provisions of subparagraph (f) of paragraph 1 hereof; and Grantors hereby promise to pay to said holder, or to Trustees, as the case may be, upon demand, any and all sums of money paid out or expended by them, or any of them, for any of the purposes set out in this paragraph 2, together with interest thereon from the date of payment at the rate of 8% per annum, and agree that any sum or sums of money so paid by said holder or by Trustees, or any of them, shall thereupon be and become a part of the Secured Debt, and shall be collectible as such, all without waiver of any right arising from the breach of or default in the performance of any warranty, covenant, condition, provision or agreement herein contained or contained in said note, including the right to enter and take possession of said property, and rent and manage the same, and the right to foreclose this deed of trust; but nothing herein contained shall be construed as imposing any duty or obligation upon said holder, or upon Trustees, to pay any such sum or sums of money herein authorized to be paid, or to take any other action authorized hereunder.

3. The occurrence of any of the following events shall constitute an event of default hereunder (hereinafter called an "Event of Default"), and upon the occurrence of any Event of Default the Secured Debt shall at the option of said holder immediately become due and payable without notice to or demand on any of Grantors, or any other person: (a) if default shall be made in the payment as and when due of said note, or any installment or part thereof, or the interest thereon, or of any sum due under the provisions of this deed of trust or the interest thereon; (b) if default shall be made in the payment, as and when due and payable, of any tax, assessment or other governmental charge or fee or of any insurance premium or if the required insurance is not effected by Grantors or the policies delivered to Creditor or other holder of said note as herein required; (c) if there shall be a breach of or default in the performance of any covenant, condition, agreement, warranty or provision contained in this deed of trust or in said note, or any renewals, extensions or modifications thereof, or upon the happening of an Event of Default as defined in said note; (d) if Grantors, or any of them, or any

party to or guarantor of said note shall become insolvent or make an assignment for the benefit of creditors or if a receiver, liquidator or trustee shall be appointed for any Grantor or party to or guarantor of said note, or if any petition for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act, or any similar federal or state law, shall be filed by or against any of Grantors or any party to or guarantor of said note, or if any proceeding for dissolution, reorganization or liquidation shall be instituted by or against any corporate grantor or party to or guarantor of said note, or if any of Grantors or parties to or guarantors of said note is a corporation, it shall terminate its corporate existence, or fail to pay when due its corporate license tax or any other tax due the State of West Virginia or the United States of America, or any agency or instrumentality of either; (e) if any representation or warranty made or furnished to Creditor by any of Grantors or parties to or guarantors of said note in connection with this deed of trust or said note or in the application for the loan or other extension of credit evidenced by said note or to induce Creditor to make the loan or to extend the credit evidenced by said note proves to have been substantially untrue; (f) if there shall now or hereafter exist upon said property, or any part thereof, any claim, lien or encumbrance, other than real estate taxes assessed but not yet due and payable or other liens and encumbrances, if any, mentioned above, which is or might be superior to the lien or this deed of trust, including without limitation any mechanic's, materialman's or similar lien; (g) if said property or any part thereof shall be conveyed or transferred without the prior written consent of the holder of said note; or*(h) if Grantors shall do or suffer to be done any act or thing which would impair the security for the Secured Debt. *which consent may be given or withheld at the sole and absolute discretion of said holder.

4. If any one or more Events of Default shall occur and be continuing, any one or more of the following rights and remedies shall exist, any two or more of which may be exercised concurrently:

(a) Without notice to or demand on any of Grantors or any other person, Trustees or said holder may forthwith, separately or jointly: (i) enter into and upon all of said property, either in person or by agent, and take possession of said property without process of law, without liability to Grantors or other owner or owners of said property, and manage and rent the same, or any part thereof, collect and receive the rents, issues and profits thereof (past due, due or become due) and apply the same to the payment of the Secured Debt, after first deducting the costs and expenses incurred in managing said property and in collecting said rents, issues and profits (including a commission of 10% of the total amount collected, which shall be paid to said holder, or to Trustees, as the case may be, for managing the same and collecting and disbursing said rents, issues and profits accruing therefrom), and after deducting such further amount or amounts as may be necessary to pay or reimburse said holder and Trustees for any sum or sums of money paid by them, or any of them, under the provisions hereof, together with interest thereon at the rate of 8% per annum to the date of payment; or (ii) have a receiver appointed by any court having jurisdiction to take charge of said property and collect, receive and apply the rents, issues and profits thereof. In either case, any person or persons in possession of said property, or any part thereof, shall be deemed a tenant at will and shall at once surrender such possession on demand of said holder or Trustees or a receiver. It is understood and agreed by and between the parties hereto that nothing herein contained shall be construed as a substitute for, or in derogation of, the right to foreclose this deed of trust or as imposing any duty or obligation upon said holder or upon Trustees, or any of them, to take charge of said property or to collect said rents, issues or profits or to have a receiver appointed for such purposes.

(b) Without notice to or demand on any of Grantors or any other person, said holder may at its option declare the Secured Debt to be immediately due and payable and upon the exercise of said option the Secured Debt may be collected by proper action, foreclosure of this trust deed, or any other legal or equitable proceeding.

(c) At any time after the exercise by said holder of the option to declare the Secured Debt to be immediately due and payable, Trustees, upon the written request of said holder, shall foreclose upon and sell said property to satisfy the Secured Debt at public auction at the front door of the courthouse of Kanawha County, West Virginia, for cash in hand on the day of sale, after first giving notice of such sale by publishing such notice in some newspaper of general circulation published in the county or counties wherein any part of said property is located, or if there be no such newspaper(s), in a qualified newspaper(s) of general circulation in said county or counties once a week for three successive weeks preceding the day of sale and no other notice of such sale shall be required. Out of the proceeds of such sale Trustees shall pay, first, the costs and expenses of executing this trust, including an amount equal to 5% of the gross proceeds of sale, or the sum of Fifty Dollars ($50.00), whichever amount shall be greater, to Trustees, or to the one so acting, as his or their commission hereunder; second to said holder and Trustees all moneys which they or any of them may have paid for taxes, assessments or other governmental charges or fees, insurance, repairs, court costs, attorneys' fees and all other costs and expenses incurred or paid under the terms and provisions of this deed of trust, together with interest thereon at the rate of 8% per annum from the date of payment; third to said holder the full amount due and unpaid on said note and all other indebtedness hereby secured, together with all interest accrued thereon to the date of payment; and fourth, the balance, if any, to Grantors, their successors or assigns, upon delivery of and surrender to the purchaser or purchasers of possession of said property less the expense, if any, of obtaining such possession. In the event of the occurrence of any Event of Default, in addition to the rights, remedies and powers hereinabove set forth, said holder and Trustees shall have as to any and all fixtures and personal property covered by this deed of trust, all rights, remedies and powers of a secured party under the Uniform Commercial Code of West Virginia.

5. Grantors do hereby waive personal service of notice of any sale made hereunder, upon them, their heirs, devisees, personal representatives, agents, successors or assigns, and also waive the posting of notice of sale at the courthouse, and agree that any sale made hereunder may be adjourned from time to time without notice other than oral proclamation of such adjournment at the time and place of sale, or at the time and place of any adjourned sale.

6. In the event that foreclosure proceedings are instituted hereunder but are not completed, Trustees shall be reimbursed for all costs and expenses incurred by them in commencing such proceedings, and, in addition, shall be entitled to, and paid, a commission of 3% of the Secured Debt which is outstanding at the time such proceedings are instituted, but in no event shall such commission be less than Fifty Dollars ($50.00); and all costs and expenses so incurred by Trustees, and such commission, together with interest thereon until paid at the rate of 8% per annum, shall be payable by Grantors on demand, and shall be and become a part of the Secured Debt and shall be collectible as such.

7. Trustees, or either of them, or the survivor thereof, may act in the execution of this trust, and in the event either of Trustees shall act alone, the authority and power of the Trustee so acting shall be as full and complete as if the powers and authority granted to Trustees herein jointly had been granted to such Trustee alone; and either or both of Trustees are hereby authorized to act by agent or attorney in the execution of this trust.

8. It is hereby expressly covenanted and agreed by all parties hereto that said holder may, at any time and from time to time hereafter, without notice, appoint and substitute another Trustee or Trustees, corporations or persons, in place of the Trustees herein named to execute the trust herein created. Upon such appointment, either with or without a conveyance to said substituted Trustee or Trustees by the Trustees herein named, or by any substituted Trustee in case the said right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, titles, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustees herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustees who are named herein within the meaning of this instrument, and substituted in their place and stead. Such appointment(s) and substitution(s) shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this deed of trust, and the description of the real property herein

described, which instrument, execu and acknowledged by the holder and . orded in the office(s) of the Clerk of the County Commission of the County or Counties wherein said property is situate, shall be conclusive proof of the proper substitution(s) and appointment(s) of such successor Trustee or Trustees, and notice of such proper substitution(s) and appointment(s) to all parties in interest.

9. No failure of said holder or Trustees to exercise any option herein contained shall constitute a waiver of any right or privilege herein given or granted to the holder or Trustees, and a waiver by said holder or Trustees of the right to exercise any option as to any breach or default shall not constitute a waiver of the right to exercise the same option, or any other option herein contained, as to another or any continuing or subsequent breach or default.

10. It is further understood and agreed between the parties hereto that if any term or provision of this deed of trust, of the note hereby secured shall contravene or be in conflict with any law of the State of West Virginia, such term or provision is amended and modified to conform with such law.

11. Whenever and wherever herein the plural is used it shall include the singular and vice versa as the context may require, and the word "Grantors" or the words "them", "they" or "their" when used in this deed of trust shall when required by the context hereof, be taken to refer to and to mean the grantor or grantors herein, whether one or more in number, and whether individual, firm or corporation, and the word "person" as used herein shall include an individual(s), firm(s), corporation(s) or other legal entity(ies), and if there shall be two or more persons hereinbefore described as "Grantors", the covenants, conditions, agreements, warranties and provisions herein made and contained shall be deemed to be made by Grantors, jointly and severally, and each shall be jointly and severally liable thereon.

12. It is further understood and agreed by and between the parties hereto that all of the covenants, conditions, agreements, warranties and provisions of said parties herein contained, shall extend to and bind their heirs, devisees, personal representatives, successors and assigns, and shall inure the benefit of Creditor, and Trustees, their successors and assigns.

WITNESS the following signatures and seals:

THE CITY OF CHARLESTON (SEAL)

By: Kent Strange Hall (SEAL)
Its: Mayor

THE CHARLESTON RENAISSANCE DEVELOPMENT CORPORATION (SEAL)

By: Thomas E. Potter (SEAL)
Its: President

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

I, _____ a Notary Public in and for the County and State aforesaid, do certify that _____, whose name(s) is (are) signed to the writing above, bearing date the _____ day of _____, 19____, has (have) this day acknowledged the same before me in my said county.

Given under my hand this the _____ day of _____, 19____.

My commission expires the _____ day of _____, 19____.

_____
Notary Public

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

I, _____ a Notary Public in and for the County and State aforesaid, do certify that _____, whose name(s) is (are) signed to the writing above, bearing date the _____ day of _____, 19____, has (have) this day acknowledged the same before me in my said county.

Given under my hand this the _____ day of _____, 19____.

My commission expires the _____ day of _____, 19____.

_____
Notary Public

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

I, Mary L. Johnson, a Notary Public in and for the County and State aforesaid, do certify that Kent Strange Hall, Mayor, who signed the writing above, bearing date the 4th day of June, 1991, for THE CITY OF CHARLESTON, a municipal corporation [redacted] 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 the 6th day of June, 1991

My commission expires the 30th day of August, 1999

Mary L. Johnson
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
MARY L. JOHNSON
City of Charleston
P. O. Box 274, Charleston, WV 25330
My Commission Expires Aug. 30, 1999

(Notary acknowledgements contained on Schedule "A")

The printed portions of this Deed of Trust were prepared by Andrew L. Blair and John R. Lukens, Attorneys at Law, Charleston, West Virginia, and the typed and written portions hereof were prepared by Edward C. Goldberg.

Revised 4-76

TO

and

Trustees

Deed of Trust

NOTE

$ 350,000.00 Charleston, W. Va. June 4, 19 91

FOR VALUE RECEIVED, the undersigned (whether one or more called "Debtor") jointly and severally, promise(s) to pay to the order of CHARLESTON URBAN RENEWAL AUTHORITY, a public body corporate and politic ("Creditor"), at 812 Quarrier St. Charleston, West Virginia, or at such other place as the holder of this Note may from time to time, designate in writing, without offset, the principal sum of Three Hundred Fifty Thousand & 00/100---- Dollars ($ 350,000.00) with interest thereon at the rate of 0 % per annum, said principal and interest to be payable in 180 consecutive monthly installments of $ 1,944.45 each (except as hereinafter provided), commencing on the 1st day of January, 19 92 and continuing on the same day of each succeeding month until said principal and interest are paid in full. Said installment payments shall be applied first to the payment of interest and then to the payment of principal.

VARIED PAYMENTS. (Provisions of these paragraphs not applicable unless blanks completed)

BALLOON PAYMENT (more than twice as large as the smallest of all earlier scheduled payments other than down payment): THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS: AN INSTALLMENT OF $ remaining principal balance WILL BE DUE ON December 1, 2006, [redacted]. There is no commitment by Creditor to refinance any balloon payment.

IRREGULAR PAYMENT: The _____ Payment is an irregular payment of $_____.

DELINQUENCY AND OTHER CHARGES IN EVENT OF LATE PAYMENTS. In the event that any installment is not paid in full within 10 days after its scheduled due date, Debtor agrees to pay, in addition to such delinquent installment, a delinquency charge not exceeding (1) 5% of the unpaid amount of the delinquent installment (but not more than $5.00 nor less than $1.00), or (2) at the option of Creditor or other holder of this Note, interest at the rate stated above on the delinquent installment for the period that it is delinquent.

ACCELERATION; RIGHTS AND REMEDIES OF BANK. This Note is the Note described and referred to in and is secured by that certain deed of trust of even date herewith, executed by The City of Charleston, a municipal corporation, and The Charleston Renaissance Development Corporation, a non-profit corporation to Edward C. Goldberg and Thomas C. Damewood as Trustees, conveying certain real and personal property described therein, and upon the happening of an Event of Default as hereinafter defined, or at any time thereafter (such default not having previously been cured), the holder hereof shall have all the rights and remedies set forth in said deed of trust, and at the option of the holder hereof, the entire principal balance of this Note together with all accrued interest and all delinquency and other charges for which Debtor is liable to the holder hereof or said Trustees shall, without notice, be accelerated and become immediately due and payable for all purposes.

EVENTS OF DEFAULT. Any of the following shall constitute an Event of Default; (a) default in the payment as and when due of this Note, or any installment or part thereof or the interest thereon, or of any other sum due under the provisions of this Note or said deed of trust; (b) the breach of or default in the performance of any covenant, condition, agreement, warranty or provision contained in this Note, or any renewals, extensions or modifications thereof, or contained in said deed of trust, or the happening of any Event of Default as defined in said deed of trust; (c) dissolution, termination of existence, insolvency or business failure of any Debtor, or other party to or guarantor of this Note, or appointment of a receiver or trustee of or for any of the property securing this Note, or assignment for the benefit of creditors of any Debtor, or other party to or guarantor of this Note, or commencement of any proceeding under any bankruptcy or insolvency laws by or against any Debtor, or other party to or guarantor of this Note; (d) any false warranty or representation made or furnished to Creditor by any Debtor, or other party to or guarantor of this Note, in connection with this Note, the deed of trust securing this Note, or in the application for the loan or other extension of credit evidenced hereby or to induce Creditor to make the loan or to extend such other credit as is evidenced by this Note; or (e) Debtor shall convey or transfer all or any part of the property described in said deed of trust without the prior written consent of the holder of this Note, which consent may be given or withheld at the sole and absolute discretion of said holder.

Debtor may prepay this Note in whole or in part only upon the following terms (if no prepayment penalty insert: "Without penalty") Without penalty

Debtor shall have no corporate liability for the indebtedness evidenced by this Note. If an Event of Default occurs, Creditor shall look for satisfaction only to foreclosure of the Deed of Trust, and neither Debtor nor any person succeeding to its position shall be liable for any deficiency judgment.

Debtor and all other parties to this Note, jointly and severally, waive presentment, demand, notice of dishonor and protest of any dishonor and agree that extension or extensions of the time of payment of this Note or any installment or part thereof may be made before, at or after maturity by agreement with any one or more of the parties hereto without notice to and without releasing the liability of any other party and further agree to remain bound notwithstanding any release, exchange or substitution at any time, and from time to time, by or with the consent of the holder hereof of any collateral securing the payment of this Note and that the release of any party hereto or the addition of other parties will not operate to discharge any other party hereto.

THE CHARLESTON RENAISSANCE DEVELOPMENT CORPORATION, a non-profit corporation

By: Thomas Salter

Its: President

Rev. 4/76

JARRETT PRINTING COMPANY, CHARLESTON, W. VA.

This Deed of Trust. Made this 4th day of June, 19 91, by and between THE CITY OF CHARLESTON, a municipal corporation, and THE CHARLESTON RENAISSANCE DEVELOPMENT CORPORATION, a non-profit corporation, whether one or more, hereafter called "Grantors," parties of the first part, and EDWARD C. GOLDBERG and THOMAS C. DAMEWOOD, both of whom reside in Kanawha County, West Virginia, as Trustees, hereinafter called "Trustees," parties of the second part.

Witnesseth: That for and in consideration of the indebtedness and trusts hereinafter set forth and of the sum of $10.00, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto Trustees all that (those) certain lot(s), tract(s), or parcel(s) of land, together with the improvements thereon and all appurtenances thereunto belonging, or in anywise appertaining, situate in Charleston East Tax District, County (ies) of Kanawha, and State of West Virginia, and more particularly bounded and described as follows:

PARCEL NUMBER ONE:

All of that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, fronting 25 feet on the southeasterly side of Capitol Street, and extending back thereon between parallel sidelines 110 feet, more or less, to the line of a 10 foot alley in the City of Charleston, Kanawha County, West Virginia, and being more particularly bounded and described as follows, to-wit:

> Beginning at a point on the southeasterly side of Capitol Street, which is S. 61° 31' W. 25 feet from the intersection of the said southeasterly line of Capitol Street, with the southerly line of Smith Street, thence continuing with the southeasterly line of Capitol Street, S. 61° 30' W. 25 feet to a point at the outer front corner of the three-story brick building upon the property herein conveyed; thence with the outer wall of said building, S. 44° E. 110½ feet to a point in the line of the aforesaid 10 foot alley; thence with said alley, N. 60° 37' E. 25 feet to the rear corner of the three-story brick building, upon the property adjoining the property hereby conveyed on its northeasterly side; thence N. 44° W. 110¼ feet to the place of beginning;

being the same real estate conveyed unto The City of Charleston, a municipal corporation, by The Charleston Hub, Inc., a West Virginia corporation, by deed bearing date October 19, 1988, recorded in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 2215, at Page 90. Reference to the aforesaid deed is hereby made for all pertinent purposes.

(Continued on Addendum "A" attached hereto, recorded herewith, and made a part hereof.)

Together with any and all buildings, improvements, fixtures of every kind, engines, machinery, boilers, motors, all plumbing, lighting, heating and air conditioning fixtures and equipment, refrigerating plants, wall-to-wall carpeting and all other furnishings, equipment and property which are or shall be attached to, or be deemed to be fixtures and a part of the real property herein conveyed; and together also with all equipment, materials, supplies and other property of every kind or nature whatsoever, and wheresoever located, now or hereafter owned by Grantors or in which they have or shall have an interest, procured for incorporation in or to be affixed to buildings or other improvements on the above described real property or appurtenances thereto, all of which, together with the real property described above, shall secure the indebtedness herein described and covered by this deed of trust and is sometimes herein referred to as "said property."

And for the consideration aforesaid, Grantors do hereby assign, transfer and set over to Trustees all rentals, income, issues and profits that may accrue from said property or any part thereof; provided, however, that so long as Grantors shall not be in default hereunder Grantors shall be entitled to collect and receive all rents, income, issues and profits of said property.

To Have and to Hold said property unto Trustees and their successors in the trust forever; and Grantors do hereby covenant to and with Trustees and CHARLESTON URBAN RENEWAL AUTHORITY, a public body corporate and politic (C.U.R.A.) (hereinafter sometimes called "Creditor") that Grantors will warrant generally the said property hereby conveyed; that Grantors have the right to convey the said property to Trustees; that the same is free from any and all liens and encumbrances other than real estate taxes assessed but not yet due and payable, and other liens and encumbrances, if any, mentioned above; that Trustees shall have quiet possession thereof and that Grantors will execute such further assurances of said property as may be requisite, including but not limited to the execution and delivery of financing statements and such other instruments as Creditor or other holder of the note secured by this deed of trust may require to impose the lien hereof more specifically upon any item or items of property, or rights or interests therein, covered by this deed of trust.

Mail to: THOMAS C. DAMEWOOD P. O. Box 951 Charleston, WV 25323

Clerk of the County Commission
Total Recd/Due: 8.00 .00

In Trust Nevertheless to ure the payment of that certain prom. ory note of even date herewith in the principal sum of Three Hundred Fifty Thousand & 00/100 Dollars ($ 350,000.00), executed by THE CHARLESTON RENAISSANCE DEVELOPMENT CORPORATION, a non-profit corporation

and payable to the order of Creditor, the beneficial owner of said note, at , in the City of , West Virginia, the residence of said beneficial owner, said note being in substantially the form and content (with the exception of signatures) as Exhibit A annexed hereto and by this reference incorporated in and made a part of this deed of trust, and to secure also any and all extensions, modifications and renewals of said note, or any part thereof, however changed in form, manner or amount, and all other indebtedness of Grantors to the holder of said note or Trustees, at any time and from time to time arising hereunder (all of which indebtedness, together with the interest thereon, is sometimes hereinafter collectively referred to as the "Secured Debt").

Grantors, jointly and severally, covenant, warrant, and agree with Trustees and with the holder of the Secured Debt, or any part thereof, and with each of them as follows:

1. That they will, so long as the Secured Debt, or any part thereof, remains unpaid: (a) pay as and when due and payable all taxes, assessments and other governmental charges and fees that may be levied or assessed against said property, including the buildings and improvements now situate on said property, or that may hereafter be erected thereon, and any improvements and additions made therein or thereto from time to time, and will furnish annually to the holder of said note receipts showing the payment of such taxes, assessments, charges and fees; (b) have and keep the buildings and improvements now situate on said property or that may hereafter be erected thereon, and all other insurable property covered by this deed of trust constantly insured against loss or damage by fire and such other casualties, contingencies, and hazards as said holder may require, in one or more responsible and solvent insurance companies authorized to transact business in the State of West Virginia approved by said holder, and in an amount satisfactory to said holder, with a standard mortgagee clause, non-contributory, providing that loss or damage shall be payable to said holder as holder's interest may appear, and will pay the premiums for such insurance as the same become due and payable and deliver the policy or policies of such insurance and all renewals thereof, to said holder; (c) keep and maintain said property in good condition and repair and not abandon the same, or any part thereof, nor commit or permit the commission of waste on or in said property, or any part thereof, or permit any building or improvement to be removed, destroyed, demolished or structurally altered in whole or in part, and Grantors shall comply, and cause all occupants of said property or those in possession thereof to comply, with all laws, ordinances, rules and regulations relating to the use or maintenance of said property and with all requirements, directions and orders and notices of violations thereof issued by any governmental agency, body or officer; (d) carry out, perform and comply with all the covenants, conditions, provisions, agreements and warranties contained in any loan or other agreement(s) with Creditor executed by Grantors, or any of them, in connection with the loan or other extension of credit evidenced by the above-described note; (e) permit Trustees or said holder, or any of them, or their agents, to enter and inspect said property at all reasonable times; (f) pay to Trustees, or to said holder, upon demand, any and all sums of money, including all costs, expenses and reasonable attorneys' fees, which Trustees or said holder, or any of them, may incur or expend in any action or proceeding that may concern said property, or any part thereof or interest therein, including without limitation any eminent domain proceeding, or any action or proceeding to sustain the lien of this deed of trust or its priority, or in defending any party thereto, or any party secured hereby, against the liens, demands or claims of title of any person, firm or corporation, asserting priority over this deed of trust, or asserting title adverse to the title under which Trustees hold, or in the discharge of any such liens, demands or claims, or in connection with any action to foreclose this deed of trust, or to recover any indebtedness secured hereby.

2. In the event Grantors fail to make any payment required, or fail to comply with, perform or carry out any of the provisions of paragraph 1 hereof, then, and in any such event, the holder of said note or Trustees, or any of them, shall have the right, without notice to or demand upon Grantors or any other person, to make any such payment, take any such action or do any such thing as, in the exercise of holder's or their discretion, may be determined to be reasonably necessary to protect the lien and security hereof as fully and completely as if Grantors made each and every such payment when due, and kept, complied with, performed and carried out the provisions of said paragraph 1 in every respect. Without limiting the generality of the foregoing, said holder or Trustees or any of them, may, in any such event, (a) obtain the required insurance covering said property and pay the premiums thereon or pay any unpaid premiums on any insurance procured by Grantors; (b) pay said taxes, assessments and other governmental charges and fees together with any penalties and interest accrued thereon, and redeem said property from a tax sale if it has been sold, and shall be subrogated to the lien of the governmental body to which such payment was made; (c) make and pay for any and all repairs which they or any of them deem necessary to place or keep said property in good condition and repair; (d) stop or mitigate waste on or in said property or any part thereof; (e) stop or prevent the removal, destruction, demolition or structural alteration of any building or improvement on said property; (f) stop or prevent the violation of any law, ordinance, rule or regulation relating to the use or maintenance of said property or of any requirement, direction or order or notice of violation thereof issued by any governmental agency, body or officer; (g) take such action as may be necessary to require Grantors to carry out, perform and comply with all the covenants, conditions, provisions, stipulations, agreements and warranties contained in any loan or other agreement(s) with Creditor; and (h) pay all or any part of any sum or sums of money that may be due or payable under the provisions of subparagraph (f) of paragraph 1 hereof; and Grantors hereby promise to pay to said holder, or to Trustees, as the case may be, upon demand, any and all sums of money paid out or expended by them, or any of them, for any of the purposes set out in this paragraph 2, together with interest thereon from the date of payment at the rate of 8% per annum, and agree that any sum or sums of money so paid by said holder or by Trustees, or any of them, shall thereupon be and become a part of the Secured Debt, and shall be collectible as such, all without waiver of any right arising from the breach of or default in the performance of any warranty, covenant, condition, provision or agreement herein contained or contained in said note, including the right to enter and take possession of said property, and rent and manage the same, and the right to foreclose this deed of trust; but nothing herein contained shall be construed as imposing any duty or obligation upon said holder, or upon Trustees, to pay any such sum or sums of money herein authorized to be paid, or to take any other action authorized hereunder.

3. The occurrence of any of the following events shall constitute an event of default hereunder (hereinafter called an "Event of Default"), and upon the occurrence of any Event of Default the Secured Debt shall at the option of said holder immediately become due and payable without notice to or demand on any of Grantors, or any other person: (a) if default shall be made in the payment as and when due of said note, or any installment or part thereof, or the interest thereon, or of any sum due under the provisions of this deed of trust or the interest thereon; (b) if default shall be made in the payment, as and when due and payable, of any tax, assessment or other governmental charge or fee or of any insurance premium or if the required insurance is not effected by Grantors or the policies delivered to Creditor or other holder of said note as herein required; (c) if there shall be a breach of or default in the performance of any covenant, condition, agreement, warranty or provision contained in this deed of trust or in said note, or any renewals, extensions or modifications thereof, or upon the happening of an Event of Default as defined in said note; (d) if Grantors, or any of them, or any

party to or guarantor of said not shall become insolvent or make an as ment for the benefit of creditors or if a receiver, liquidator or trustee shall be appointed for any Grantor or party to or guarantor of said note, or if any petition for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act, or any similar federal or state law, shall be filed by or against any of Grantors or any party to or guarantor of said note, or if any proceeding for dissolution, reorganization or liquidation shall be instituted by or against any corporate grantor or party to or guarantor of said note, or if any of Grantors or parties to or guarantors of said note is a corporation, it shall terminate its corporate existence, or fail to pay when due its corporate license tax or any other tax due the State of West Virginia or the United States of America, or any agency or instrumentality of either; (e) if any representation or warranty made or furnished to Creditor by any of Grantors or parties to or guarantors of said note in connection with this deed of trust or said note or in the application for the loan or other extension of credit evidenced by said note or to induce Creditor to make the loan or to extend the credit evidenced by said note proves to have been substantially untrue; (f) if there shall now or hereafter exist upon said property, or any part thereof, any claim, lien or encumbrance, other than real estate taxes assessed but not yet due and payable or other liens and encumbrances, if any, mentioned above, which is or might be superior to the lien or this deed of trust, including without limitation any mechanic's, materialman's or similar lien; (g) if said property or any part thereof shall be conveyed or transferred without the prior written consent of the holder of said note; or*(h) if Grantors shall do or suffer to be done any act or thing which would impair the security for the Secured Debt. *which consent may be given or withheld at the sole and absolute discretion of said holder.

4. If any one or more Events of Default shall occur and be continuing, any one or more of the following rights and remedies shall exist, any two or more of which may be exercised concurrently:

(a) Without notice to or demand on any of Grantors or any other person, Trustees or said holder may forthwith, separately or jointly: (i) enter into and upon all of said property, either in person or by agent, and take possession of said property without process of law, without liability to Grantors or other owner or owners of said property, and manage and rent the same, or any part thereof, collect and receive the rents, issues and profits thereof (past due, due or become due) and apply the same to the payment of the Secured Debt, after first deducting the costs and expenses incurred in managing said property and in collecting said rents, issues and profits (including a commission of 10% of the total amount collected, which shall be paid to said holder, or to Trustees, as the case may be, for managing the same and collecting and disbursing said rents, issues and profits accruing therefrom), and after deducting such further amount or amounts as may be necessary to pay or reimburse said holder and Trustees for any sum or sums of money paid by them, or any of them, under the provisions hereof, together with interest thereon at the rate of 8% per annum to the date of payment; or (ii) have a receiver appointed by any court having jurisdiction to take charge of said property and collect, receive and apply the rents, issues and profits thereof. In either case, any person or persons in possession of said property, or any part thereof, shall be deemed a tenant at will and shall at once surrender such possession on demand of said holder or Trustees or a receiver. It is understood and agreed by and between the parties hereto that nothing herein contained shall be construed as a substitute for, or in derogation of, the right to foreclose this deed of trust or as imposing any duty or obligation upon said holder or upon Trustees, or any of them, to take charge of said property or to collect said rents, issues or profits or to have a receiver appointed for such purposes.

(b) Without notice to or demand on any of Grantors or any other person, said holder may at its option declare the Secured Debt to be immediately due and payable and upon the exercise of said option the Secured Debt may be collected by proper action, foreclosure of this trust deed, or any other legal or equitable proceeding.

(c) At any time after the exercise by said holder of the option to declare the Secured Debt to be immediately due and payable, Trustees, upon the written request of said holder, shall foreclose upon and sell said property to satisfy the Secured Debt at public auction at the front door of the courthouse of ....Kanawha..... County, West Virginia, for cash in hand on the day of sale, after first giving notice of such sale by publishing such notice in some newspaper of general circulation published in the county or counties wherein any part of said property is located, or if there be no such newspaper(s), in a qualified newspaper(s) of general circulation in said county or counties once a week for three successive weeks preceding the day of sale and no other notice of such sale shall be required. Out of the proceeds of such sale Trustees shall pay, first, the costs and expenses of executing this trust, including an amount equal to 5% of the gross proceeds of sale, or the sum of Fifty Dollars ($50.00), whichever amount shall be greater, to Trustees, or to the one so acting, as his or their commission hereunder; second to said holder and Trustees all moneys which they or any of them may have paid for taxes, assessments or other governmental charges or fees, insurance, repairs, court costs, attorneys' fees and all other costs and expenses incurred or paid under the terms and provisions of this deed of trust, together with interest thereon at the rate of 8% per annum from the date of payment; third to said holder the full amount due and unpaid on said note and all other indebtedness hereby secured, together with all interest accrued thereon to the date of payment; and fourth, the balance, if any, to Grantors, their successors or assigns, upon delivery of and surrender to the purchaser or purchasers of possession of said property less the expense, if any, of obtaining such possession. In the event of the occurrence of any Event of Default, in addition to the rights, remedies and powers hereinabove set forth, said holder and Trustees shall have as to any and all fixtures and personal property covered by this deed of trust, all rights, remedies and powers of a secured party under the Uniform Commercial Code of West Virginia.

5. Grantors do hereby waive personal service of notice of any sale made hereunder, upon them, their heirs, devisees, personal representatives, agents, successors or assigns, and also waive the posting of notice of sale at the courthouse, and agree that any sale made hereunder may be adjourned from time to time without notice other than oral proclamation of such adjournment at the time and place of sale, or at the time and place of any adjourned sale.

6. In the event that foreclosure proceedings are instituted hereunder but are not completed, Trustees shall be reimbursed for all costs and expenses incurred by them in commencing such proceedings, and, in addition, shall be entitled to, and paid, a commission of 3% of the Secured Debt which is outstanding at the time such proceedings are instituted, but in no event shall such commission be less than Fifty Dollars ($50.00); and all costs and expenses so incurred by Trustees, and such commission, together with interest thereon until paid at the rate of 8% per annum, shall be payable by Grantors on demand, and shall be and become a part of the Secured Debt and shall be collectible as such.

7. Trustees, or either of them, or the survivor thereof, may act in the execution of this trust, and in the event either of Trustees shall act alone, the authority and power of the Trustee so acting shall be as full and complete as if the powers and authority granted to Trustees herein jointly had been granted to such Trustee alone; and either or both of Trustees are hereby authorized to act by agent or attorney in the execution of this trust.

8. It is hereby expressly covenanted and agreed by all parties hereto that said holder may, at any time and from time to time hereafter, without notice, appoint and substitute another Trustee or Trustees, corporations or persons, in place of the Trustees herein named to execute the trust herein created. Upon such appointment, either with or without a conveyance to said substituted Trustee or Trustees by the Trustees herein named, or by any substituted Trustee in case the said right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, titles, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustees herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustees who are named herein within the meaning of this instrument, and substituted in their place and stead. Such appointment(s) and substitution(s) shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this deed of trust, and the description of the real property herein

described, which instrument, execu and acknowledged by the holder and orded in the office(s) of the Clerk of the County Commission of the County or Counties wherein said property is situate, shall be conclusive proof of the proper substitution(s) and appointment(s) of such successor Trustee or Trustees, and notice of such proper substitution(s) and appointment(s) to all parties in interest.

9. No failure of said holder or Trustees to exercise any option herein contained shall constitute a waiver of any right or privilege herein given or granted to the holder or Trustees, and a waiver by said holder or Trustees of the right to exercise any option as to any breach or default shall not constitute a waiver of the right to exercise the same option, or any other option herein contained, as to another or any continuing or subsequent breach or default.

10. It is further understood and agreed between the parties hereto that if any term or provision of this deed of trust, of the note hereby secured shall contravene or be in conflict with any law of the State of West Virginia, such term or provision is amended and modified to conform with such law.

11. Whenever and wherever herein the plural is used it shall include the singular and vice versa as the context may require, and the word "Grantors" or the words "them", "they" or "their" when used in this deed of trust shall when required by the context hereof, be taken to refer to and to mean the grantor or grantors herein, whether one or more in number, and whether individual, firm or corporation, and the word "person" as used herein shall include an individual(s), firm(s), corporation(s) or other legal entity(ies), and if there shall be two or more persons hereinbefore described as "Grantors", the covenants, conditions, agreements, warranties and provisions herein made and contained shall be deemed to be made by Grantors, jointly and severally, and each shall be jointly and severally liable thereon.

12. It is further understood and agreed by and between the parties hereto that all of the covenants, conditions, agreements, warranties and provisions of said parties herein contained, shall extend to and bind their heirs, devisees, personal representatives, successors and assigns, and shall inure the benefit of Creditor, and Trustees, their successors and assigns.

WITNESS the following signatures and seals:

THE CITY OF CHARLESTON (SEAL)

By: Its: Karl Strange Jr. Mayor (SEAL)

THE CHARLESTON RENAISSANCE DEVELOPMENT CORPORATION (SEAL)

By: Its: President (SEAL)

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

I, _____ a Notary Public in and for the County and State aforesaid, do certify that _____, whose name(s) is (are) signed to the writing above, bearing date the _____ day of _____, 19____, has (have) this day acknowledged the same before me in my said county.

Given under my hand this the _____ day of _____, 19____.

My commission expires the _____ day of _____, 19____.

_____
Notary Public

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

I, _____ a Notary Public in and for the County and State aforesaid, do certify that _____, whose name(s) is (are) signed to the writing above, bearing date the _____ day of _____, 19____, has (have) this day acknowledged the same before me in my said county.

Given under my hand this the _____ day of _____, 19____.

My commission expires the _____ day of _____, 19____.

_____
Notary Public

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

I, Mary L. Johnson, a Notary Public in and for the County and State aforesaid, do certify that Karl Strange Jr. Mayor, who signed the writing above, bearing date the 6th day of June, 1991, for THE CITY OF CHARLESTON, a municipal corporation [redacted], 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 the 6th day of June, 1991.

My commission expires the 30th day of August, 1999.

Mary L. Johnson
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
MARY L. JOHNSON
City of Charleston
P. O. Box 2349, Charleston, WV 25330
My Commission Expires Aug. 30, 1999

(Notary acknowledgements contined on Schedule "A")

The printed portions of this Deed of Trust were prepared by Andrew L. Blair and John R. Lukens, Attorneys at Law, Charleston, West Virginia, and the typed and written portions hereof were prepared by Edward C. Goldberg.

Revised 4-76

Deed of Trust

TO

and

Trustees

2000 PAGE 312

ADDENDUM "A"

PARCEL NUMBER TWO:

All that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate on the east side of Captiol Street, City of Charleston, Kanawha County, West Virginia, and being more particularly bounded and described as follows:

> BEGINNING on Capitol Street at the corner of Capitol and Smith Streets and running thence with Capitol Street towards the Kanawha River 25 feet to a stake; thence, at right angles to Capitol Street and parallel to and 25 feet from Smith Street 110 feet to an alley; thence, with said alley 25 feet to Smith Street; thence, with Smith Street to the place of beginning;

being the same real estate conveyed unto The City of Charleston, a municipal corporation, by Ann McKinley Brown and Norman W. Brown, her husband, by deed bearing date October 19, 1988, recorded in the aforesaid Clerk's Office in Deed Book 2215, at Page 93. Reference to the aforesaid deed is hereby made for all pertinent purposes.

NOTE

$ 350,000.00 Charleston, W. Va. June 4, 19 91

FOR VALUE RECEIVED, the undersigned (whether one or more called "Debtor") jointly and severally, promise(s) to pay to the order of CHARLESTON URBAN RENEWAL AUTHORITY, a public body corporate and politic ("Creditor"), at 812 Quarrier St. Charleston, West Virginia, or at such other place as the holder of this Note may from time to time, designate in writing, without offset, the principal sum of Three Hundred Fifty Thousand & 00/100---- Dollars ($ 350,000.00) with interest thereon at the rate of 0 % per annum, said principal and interest to be payable in 180 consecutive monthly installments of $ 1,944.45 each (except as hereinafter provided), commencing on the 1st day of January 19 92 and continuing on the same day of each succeeding month until said principal and interest are paid in full. Said installment payments shall be applied first to the payment of interest and then to the payment of principal.

VARIED PAYMENTS. (Provisions of these paragraphs not applicable unless blanks completed)

BALLOON PAYMENT (more than twice as large as the smallest of all earlier scheduled payments other than down payment): THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS: AN INSTALLMENT OF $ remaining principal balance WILL BE DUE ON December 1, 2006. There is no commitment by Creditor to refinance any balloon payment.

IRREGULAR PAYMENT: The _____ Payment is an irregular payment of $_____.

DELINQUENCY AND OTHER CHARGES IN EVENT OF LATE PAYMENTS. In the event that any installment is not paid in full within 10 days after its scheduled due date, Debtor agrees to pay, in addition to such delinquent installment, a delinquency charge not exceeding (1) 5% of the unpaid amount of the delinquent installment (but not more than $5.00 nor less than $1.00), or (2) at the option of Creditor or other holder of this Note, interest at the rate stated above on the delinquent installment for the period that it is delinquent.

ACCELERATION; RIGHTS AND REMEDIES OF BANK. This Note is the Note described and referred to in and is secured by that certain deed of trust of even date herewith, executed by The City of Charleston, a municipal corporation, and The Charleston Renaissance Development Corporation, a non-profit corporation to Edward C. Goldberg and Thomas C. Damewood as Trustees, conveying certain real and personal property described therein, and upon the happening of an Event of Default as hereinafter defined, or at any time thereafter (such default not having previously been cured), the holder hereof shall have all the rights and remedies set forth in said deed of trust, and at the option of the holder hereof, the entire principal balance of this Note together with all accrued interest and all delinquency and other charges for which Debtor is liable to the holder hereof or said Trustees shall, without notice, be accelerated and become immediately due and payable for all purposes.

EVENTS OF DEFAULT. Any of the following shall constitute an Event of Default; (a) default in the payment as and when due of this Note, or any installment or part thereof or the interest thereon, or of any other sum due under the provisions of this Note or said deed of trust; (b) the breach of or default in the performance of any covenant, condition, agreement, warranty or provision contained in this Note, or any renewals, extensions or modifications thereof, or contained in said deed of trust, or the happening of any Event of Default as defined in said deed of trust; (c) dissolution, termination of existence, insolvency or business failure of any Debtor, or other party to or guarantor of this Note, or appointment of a receiver or trustee of or for any of the property securing this Note, or assignment for the benefit of creditors of any Debtor, or other party to or guarantor of this Note, or commencement of any proceeding under any bankruptcy or insolvency laws by or against any Debtor, or other party to or guarantor of this Note; (d) any false warranty or representation made or furnished to Creditor by any Debtor, or other party to or guarantor of this Note, in connection with this Note, the deed of trust securing this Note, or in the application for the loan or other extension of credit evidenced hereby or to induce Creditor to make the loan or to extend such other credit as is evidenced by this Note; or (e) Debtor shall convey or transfer all or any part of the property described in said deed of trust without the prior written consent of the holder of this Note, which consent may be given or withheld at the sole and absolute discretion of said holder.

Debtor may prepay this Note in whole or in part only upon the following terms (if no prepayment penalty insert: "Without penalty") Without penalty

Debtor shall have no corporate liability for the indebtedness evidenced by this Note. If an Event of Default occurs, Creditor shall look for satisfaction only to foreclosure of the Deed of Trust, and neither Debtor nor any person succeeding to its position shall be liable for any deficiency judgment.

Debtor and all other parties to this Note, jointly and severally, waive presentment, demand, notice of dishonor and protest of any dishonor and agree that extension or extensions of the time of payment of this Note or any installment or part thereof may be made before, at or after maturity by agreement with any one or more of the parties hereto without notice to and without releasing the liability of any other party and further agree to remain bound notwithstanding any release, exchange or substitution at any time, and from time to time, by or with the consent of the holder hereof of any collateral securing the payment of this Note and that the release of any party hereto or the addition of other parties will not operate to discharge any other party hereto.

EXHIBIT A

THE CHARLESTON RENAISSANCE DEVELOPMENT CORPORATION, a non-profit corporation

By: Thomas Salter

Its: President

The City of Charleston
The Charleston Renaissance Development Corporation

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SCHEDULE "A"

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, Jill E. Todd, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas E. Potter, who signed the writing above, bearing date 4th day of June, 1991, for The Charleston Renaissance Development Corporation, a non-profit corporation, has this day in my said County, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this the 5th day of June, 1991.

My commission expires September 9, 1997.

(SEAL)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JILL E. TODD
5921 Ann Lee Dr.
Cross Lanes, West Virginia 25313
My Commission Expires Sept. 9, 1997

Jill E. Todd
Notary Public

[illegible] instrument was presented to the Clerk of the County [illegible]mission of Kanawha County, West Virginia, on [illegible] and the same is admitted to record JUN 7 1991

Teste: [illegible] Clerk
Kanawha County Commission

ALLONGE TO NOTE

THIS ALLONGE TO NOTE ("Allonge"), is dated as of October 18, 2019, and is made and given by **RELIGIOUS COALITION FOR COMMUNITY RENEWAL, INC.** ("RCCR" and "Borrower"), a nonprofit corporation organized under the laws of the State of West Virginia, and **CHARLESTON URBAN RENEWAL AUTHORITY**, a public body corporate and politic ("Lender").

W I T N E S S E T H:

WHEREAS, on June 4, 1991, Charleston Renaissance Development Corporation, a nonprofit corporation ("Renaissance"), executed and delivered that certain Note made payable to Lender in the principal sum of $350,000.00 (the "Note") for the Smith Street Station at 801 Smith Street, which Note was secured by a Deed of Trust of even date therewith made by Renaissance and The City of Charleston, a municipal corporation, to Edward C. Goldberg and Thomas C. Damewood, as Trustees, recorded in the office of the Clerk of the County Commission of Kanawha County, West Virginia in Trust Deed Book 2000, at page 309; and

WHEREAS, Renaissance assigned to RCCR all of its right, title and interest in the real property described in the Deed of Trust, and Renaissance was released from further liability thereunder upon the assumption by RCCR of all of Renaissance's obligations as Borrower under the Note and Deed of Trust with the consent of Lender pursuant to that certain Novation Agreement dated July 16, 1991; and

WHEREAS, at RCCR's request the Note has been amended and modified from time to time so as to reduce the amount of the monthly installment and to extend the maturity date of the Note; and

WHEREAS, as of the date hereof, the outstanding principal balance of the Note is $38,886.65; and

WHEREAS, RCCR has requested Lender to extend the maturity date of the Note to December 1, 2022, to which Lender is agreeable in consideration for RCCR agreeing to increase the monthly installment payments to $1,000.00 for the balance of the term of the extended Note and agreeing to make a principal payment to Lender in the amount of $5000.00 no later than June 30, 2020, to all of which RCCR is agreeable..

NOW, THEREFORE, for Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Effective as of the date of this Allonge, the term "Note" or "note", as used herein shall mean the Note as modified and amended by the Novation and this Allonge.

2. The principal amount outstanding on the Note as of this date is $38,886.65.

3. RCCR as the Borrower shall pay to Lender the principal amount of the Note, payable to Lender by Borrower as follows: i) one payment of principal only in the amount of $5,000.00 on or before June 30, 2020; and ii) consecutive, equal monthly installments of principal only in the amount of $1,000.00, due and payable on the first day of each month, commencing with the 1st day of

November, 2019, and continuing on the 1st day of each succeeding month thereafter until paid in full or December 1, 2022, whichever shall first occur.

4. The maturity date of the Note shall be extended to December 1, 2022, at which time the entire remaining balance of principal on the Note, if not sooner paid, shall be due, payable and paid in full.

5. Except as herein modified, all other terms of the Note shall remain in full force and effect and the deed of trust and all other Loan Documents, as such term is defined in the Loan Agreement, shall remain in full force and effect and, along with the Note, shall be binding upon the respective parties.

WITNESS the following signatures as of the date first above written.

BORROWER:

RELIGIOUS COALITION FOR COMMUNITY RENEWAL, INC.

By: Kevin Jones Kevin Jones

Its: Executive Director

LENDER:

CHARLESTON URBAN RENEWAL AUTHORITY

By: _____

Its: Chairman

12254775

AMENDMENT TO DEED OF TRUST AND APPOINTMENT OF SUCCESSOR TRUSTEE

THIS AMENDMENT TO DEED OF TRUST AND APPOINTMENT OF SUCCESSOR TRUSTEE ("Amendment"), is made effective this 18th day of October, 2019, by and between **THE CITY OF CHARLESTON**, a municipal corporation ("City"); **RELIGIOUS COALITION FOR COMMUNITY RENEWAL, INC.**, a West Virginia nonprofit corporation ("RCCR")(City and RCCR, individually and collectively, "Grantor") **JOYCE F. OFSA**, as Successor Trustee, a resident of Kanawha County, West Virginia, and having an address of Spilman Center, 300 Kanawha Boulevard, East, Charleston, West Virginia 25301; and **CHARLESTON URBAN RENEWAL AUTHORITY**, a public body corporate and politic, the secured party and beneficiary ("Lender").

Recitals:

WHEREAS, by Deed of Trust dated June 4, 1991,recorded in the office of the Clerk of the County Commission of Kanawha County, West Virginia in Trust Deed Book 2000, at page 309; ("Deed of Trust"), Charleston Renaissance Development Corporation, a nonprofit corporation ("Renaissance") and the City granted and conveyed to Edward C. Goldberg and Thomas C. Damewood, as Trustees, certain real estate in the City of Charleston, Kanawha County, West Virginia, known as The Smith Street Station, to secure payment of a promissory note dated June 4, 1991, in the original amount of $350,000 (the "Note") executed by Renaissance and made payable to Lender; and

WHEREAS, Renaissance assigned and transferred to RCCR all of its right, title and interest in the real property described in the Deed of Trust and Renaissance was released from further liability thereunder upon the assumption by RCCR of all of Renaissance's obligations as Borrower under the Note and Deed of Trust with the consent of Lender pursuant to that certain Novation Agreement dated July 16, 1991; and

WHEREAS, The Deed of Trust provides that the holder of the indebtedness thereby secured may, at its option and from time to time, remove the Trustees under said Deed of Trust and appoint and substitute a Successor Trustee or trustees to replace said Trustees, and the Lender desires to appoint a Successor Trustee in the place and stead of the original Trustees; and

WHEREAS, by Allonge to Note dated of even date herewith, the Note was amended to increase the monthly installment payments thereunder and to extend the maturity date; and

WHEREAS, Grantor and Lender desire to amend the Deed of Trust to reflect the extension of the maturity date of the Note to December 1, 2022.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the indebtedness set forth in the Note, as modified, the trusts set forth in the Deed of Trust and this Amendment, and other good and valuable consideration, receipt of all of which is hereby acknowledged, Grantor and Lender hereby covenant, represent and agree as follows:

1. Lender does hereby designate and appoint **JOYCE F. OFSA** a resident of Kanawha County, West Virginia, whose address is Spilman Center, 300 Kanawha Boulevard East, Charleston, West Virginia 25301, as Successor Trustee, in the place and stead of and with

all of the rights, interests, powers, duties and trust previously conferred upon the said Edward C. Goldberg and Thomas C. Damewood.

2. Grantor hereby **GRANTS** and **CONVEYS** to Joyce F. Ofsa, as Successor Trustee, in trust with power of sale, all that certain lot, tract or parcel of land, whether one or more, together with the improvements thereon and all appurtenances thereunto belonging or in anywise appertaining, situate in the City of Charleston, Kanawha County, West Virginia, as more particularly defined and described in said Deed of Trust, for all purposes under the Deed of Trust. Grantor reaffirms its obligations under the Deed of Trust, as hereby amended, and Grantor agrees that the obligations thereunder are valid and binding, enforceable in accordance with their terms, subject to no defense, counterclaim or objection.

3. This Amendment constitutes an amendment to the Deed of Trust, and accordingly, the Deed of Trust is amended: (i) to secure the Note as modified by Novation Agreement and as amended by Allonge to Note by which RCCR as the Borrower shall pay to Lender the Note in the current outstanding principal amount of $38,886.65, payable to Lender by Borrower as follows: a) one payment of principal only in the amount of $5,000.00 on or before June 30, 2020; and b) consecutive, equal monthly installments of principal only in the amount of $1,000.00, due and payable on the first day of each month, commencing with the 1st day of November, 2019, and continuing on the 1st day of each succeeding month thereafter until paid in full or December 1, 2022, whichever shall first occur. and (ii) to extend the final maturity date of the Note to December 1, 2022.

4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

5. Except as amended and modified hereby, the Deed of Trust shall remain in full force and effect.

WITNESS the following signatures as of the date first above written:

RELIGIOUS COALITION FOR COMMUNITY RENEWAL, INC.

By: Kevin Jones Kevin Jones

Its: Executive Director

THE CITY OF CHARLESTON

By: _____

Its: _____

CHARLESTON URBAN RENEWAL AUTHORITY

By: _____

Its: Chairman

_____
Joyce F. Ofsa
Successor Trustee

[ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE]

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

The foregoing instrument was acknowledged before me this 25 day of October, 2019, by Kevin Jones, the Executive Director of **RELIGIOUS COALITION FOR COMMUNITY RENEWAL, INC.**, a West Virginia nonprofit corporation, for and on behalf of said corporation

My commission expires: August 23, 2023.

[Notarial seal required]

Nichole K. Smith-Harrison
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
NICHOLE K SMITH HARRISON
RELIGIOUS COALITION FOR COMM RENEWAL
1516 WASHINGTON STREET EAST
CHARLESTOWN WV 25311
My Commission Expires Aug. 23, 2023

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

The foregoing instrument was acknowledged before me this _____ day of October, 2019, by _____, the _____ of **THE CITY OF CHARLESTON**, a municipal corporation, for and on behalf of said corporation

My commission expires: _____.

[Notarial seal required]

_____
Notary Public

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

The foregoing instrument was acknowledged before me this 13 day of ~~October~~ November, 2019, by Andrew Jordan the Chairman of **CHARLESTON URBAN RENEWAL AUTHORITY**, a public body corporate and politic, for and on behalf of said corporation

My commission expires: December 4, 2020.

[Notarial seal required]

Carla J. Anderson
Notary Public

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Carla J. Anderson
Charleston Urban Renewal Authority
815 Quarrier St., Ste. 244
Charleston, WV 25301
My Commission Expires Dec. 4, 2020

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

The foregoing instrument was acknowledged before me this 13 day of ~~October~~ November, 2019, by **JOYCE F. OFSA,** as Successor Trustee.

My commission expires: December 4, 2020.

[Notarial seal required]

Notary Public

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Carla J. Anderson
Charleston Urban Renewal Authority
815 Quarrier St., Ste. 244
Charleston, WV 25301
My Commission Expires Dec. 4, 2020

This instrument was prepared by Joyce F. Ofsa, Attorney at Law, of the Law Firm of Spilman Thomas & Battle, PLLC, P. O. Box 273, Charleston, West Virginia 25301-0273.

12254828

Bill No. 7860

Introduced in Council	**Passed by Council**
January 6, 2020	
Introduced by	**Referred to**
Deanna McKinney	**Planning, Streets, and Traffic Committee** **Finance Committee**

A Bill closing, abandoning and discontinuing as a public right of way a portion of the alley that runs between and is perpendicular to Randolph Street and Wyoming Street, in Charleston West Tax District of the City of Charleston, Kanawha County, West Virginia.

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

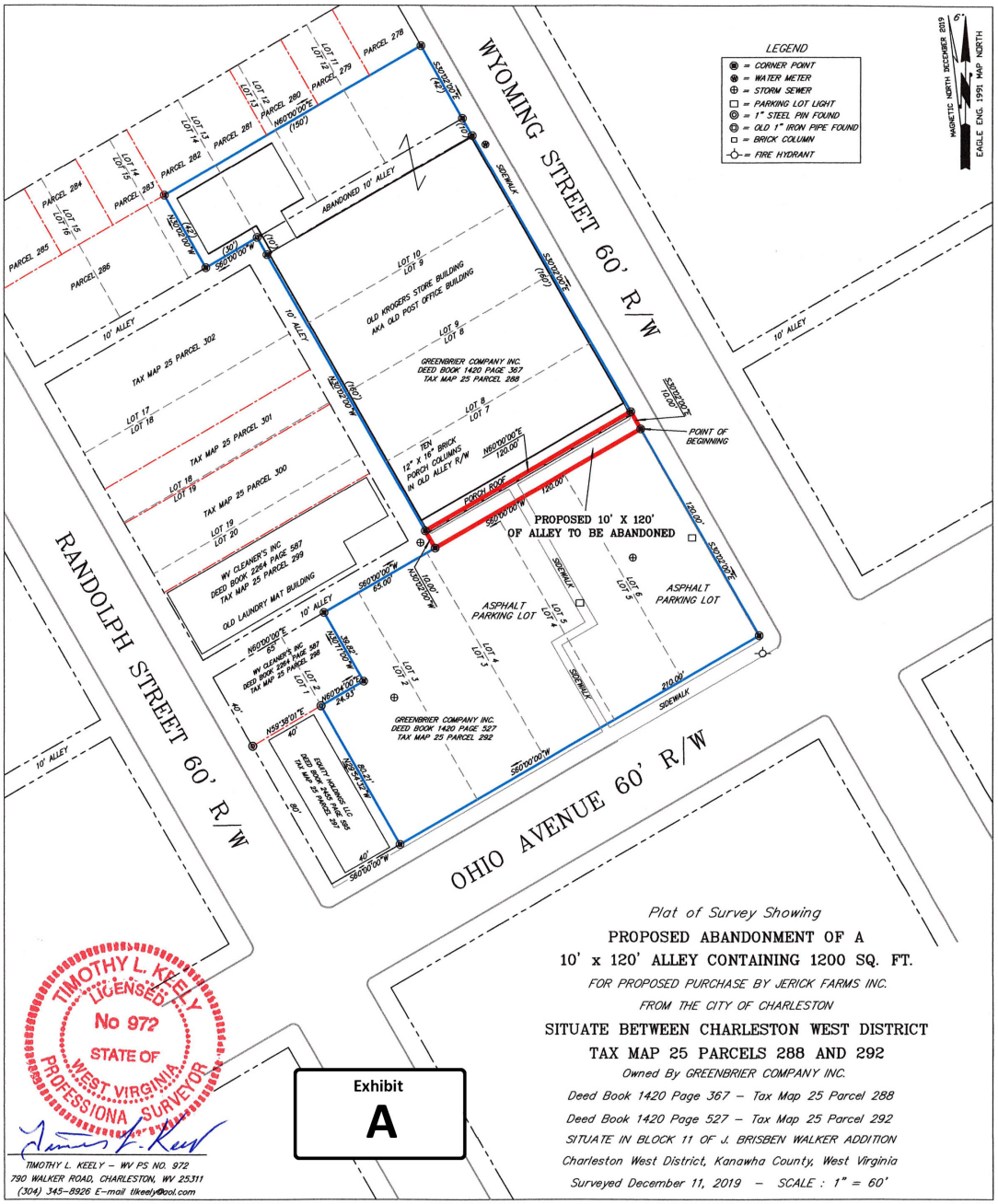
1. Being a portion of the alley that runs between and is perpendicular to Randolph Street and Wyoming Street, in the City of Charleston, West Virginia, in Charleston West Tax District of the City of Charleston, Kanawha County, West Virginia, is more particularly described as follows:

Beginning at a point on the western right of way of Wyoming Street, said point is situate N 30°02'00"W, 120.00' from the northern right of way of Ohio Avenue, thence leaving Wyoming Street, and now running with the northern line of Tax Map 25 Parcel 292, S 60°W, 120.00' to a point; thence leaving Parcel 292, and now running across said Alley, N 30°02'00"W, 10.00' to a point; thence with the southern line of Parcel 288, N 60°00'00"E, 120.00' to a point on the western right of way of Wyoming Street, S 30°02'00"E, 10.00' to the point of beginning, containing 1,200 Square Feet.

Reference is made to a plat entitled "PLAT OF SURVEY SHOWING PROPOSED ABANDONMENT OF A 10' x 120' Alley Containing 1200 SQ. FT. FOR THE PROPOSED PURCHASE BY JERICK FARMS IN. FROM THE CITY OF CHARLESTON" by Keely Surveying, dated December 11, 2019, as surveyed by Timothy L. Keely, WV Professional Surveyor No. 972, attached hereto and made a part hereof as Attachment A.

2. The Mayor of the City of Charleston be, and is herby authorized and directed to execute, acknowledge and deliver a proper deed conveying to Jerick Farms Inc., and its successors and assigns, all right, title and interest in and to said property as described in Section 1 above, for the consideration of $6,800.

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


LEGEND
= CORNER POINT
= WATER METER
= STORM SEWER
= PARKING LOT LIGHT
= 1" STEEL PIN FOUND
= OLD 1" IRON PIPE FOUND
= BRICK COLUMN
= FIRE HYDRANT
MAGNETIC NORTH DECEMBER 2019
EAGLE ENG. 1991 MAP NORTH
WYOMING STREET 60' R/W
RANDOLPH STREET 60' R/W
OHIO AVENUE 60' R/W
ABANDONED 10' ALLEY
10' ALLEY
SIDEWALK
OLD KROGERS STORE BUILDING
AKA OLD POST OFFICE BUILDING
GREENBRIER COMPANY INC.
DEED BOOK 1420 PAGE 367
TAX MAP 25 PARCEL 288
TEN 12" X 16" BRICK PORCH COLUMNS IN OLD ALLEY R/W
PORCH ROOF
POINT OF BEGINNING
PROPOSED 10' X 120' OF ALLEY TO BE ABANDONED
ASPHALT PARKING LOT
WV CLEANER'S INC
DEED BOOK 2284 PAGE 587
TAX MAP 25 PARCEL 299
OLD LAUNDRY MAT BUILDING
GREENBRIER COMPANY INC.
DEED BOOK 1420 PAGE 527
TAX MAP 25 PARCEL 292
TAX MAP 25 PARCEL 302
TAX MAP 25 PARCEL 301
TAX MAP 25 PARCEL 300
PARCEL 278
PARCEL 279
PARCEL 280
PARCEL 281
PARCEL 282
PARCEL 283
PARCEL 284
PARCEL 285
PARCEL 286
Plat of Survey Showing
PROPOSED ABANDONMENT OF A
10' x 120' ALLEY CONTAINING 1200 SQ. FT.
FOR PROPOSED PURCHASE BY JERICK FARMS INC.
FROM THE CITY OF CHARLESTON
SITUATE BETWEEN CHARLESTON WEST DISTRICT
TAX MAP 25 PARCELS 288 AND 292
Owned By GREENBRIER COMPANY INC.
Deed Book 1420 Page 367 – Tax Map 25 Parcel 288
Deed Book 1420 Page 527 – Tax Map 25 Parcel 292
SITUATE IN BLOCK 11 OF J. BRISBEN WALKER ADDITION
Charleston West District, Kanawha County, West Virginia
Surveyed December 11, 2019 – SCALE : 1" = 60'
TIMOTHY L. KEELY
LICENSED
No 972
STATE OF
WEST VIRGINIA
PROFESSIONAL SURVEYOR
TIMOTHY L. KEELY – WV PS NO. 972
790 WALKER ROAD, CHARLESTON, WV 25311
(304) 345-8926 E-mail tlkeely@aol.com
Exhibit
A

Rolston & Company
Real Estate • Appraisals • Sales • Consulting

405 Pennsylvania Avenue, Charleston, WV 25302
Telephone (304) 345-0500 • Fax (304) 345-4665
darrell@rolstonandcompany.com

December 11, 2019

Mr. Quinton Walker
PO Box 6092
Charleston, WV 25362

Re: Alley off of Wyoming Street
Charleston, West Virginia

Dear Mr. Walker:

At your request, I personally inspected the above-captioned property for the purpose of estimating the market value. The date of the appraisal was December 11, 2019 and the rights appraised were the fee simple interest. Market value is defined in a specific section of this report.

The subject property is an alley containing 1,200 square feet (10' x 120') located off of Wyoming Street (survey attached).

The appraisal is based on the assumption there are no adverse environmental conditions affecting the property which would diminish the value as well as those additional assumptions set forth in the limiting conditions.

It is my opinion the indicated market value of the subject property is as follows:

Six Thousand Eight Hundred Dollars
($6,800)

Attached to this letter of transmittal is the narrative appraisal report containing photographs, the limiting conditions, certification, and my appraisal qualifications.

Sincerely yours,

ROLSTON & COMPANY

Darrell Rolston
WV Appraisal License #CG035

Bill No. **7861 Committee Substitute_**

Introduced in Council	Passed by Council
January 6, 2020_____	_____
Introduced by	Referred to
Joseph Jenkins_____	**Finance_____**

AN ORDINANCE WITH RESPECT TO APPROVING THE WOODWARD BRANCH SANITARY SEWER REPLACEMENT AND REHABILITATION PROJECT.

WHEREAS, the Sanitary Board is pursuing a sewer replacement and rehabilitation project in the Woodward Branch area of the City of Charleston which is necessary to correct older, failing sewer collection lines and is necessary for the health and welfare of the citizens of the City of Charleston (the "Woodward Branch Project"); and

WHEREAS, Chapter 24, Article 2, Section 11(l) of the Code of West Virginia, 1931, as amended, provides that the Council of the City of Charleston shall read the proposed construction and the proposed rates, fees and charges at two meetings, with at least two weeks between each meeting, with a public hearing to be conducted with or following the second reading, and that enactment of the proposed construction and the proposed rates, fees and charges shall follow an affirmative vote of the governing body and shall be effective no sooner than forty-five days following the action of the governing body; and

WHEREAS, the Woodward Branch Project consists of two separate Phases and consists of work including the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to its existing sewerage system, including but not limited to, the replacement and or rehabilitation of existing sewers in the

areas of: Phase 1: 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 Headley Drive); Woodhaven Drive; Woodpath Lane; and Wilmore Lane; and Phase 2: Larchmont Drive; Spring Drive; Thompson Circle; Ledge Hill Drive; an unnamed alley between ~~Woodward Drive; Blackwell Drive; Larchmont Drive;~~ Savary Drive~~;~~ and Zabel Drive; and streets intersecting Woodward Drive including Blackwell Drive, Savary Drive; Zabel Drive; and ~~Spring Drive; Thompson Circle;~~ Diana Court; ~~and Ledge Hill Road;~~ provided, that the work will further include all necessary appurtenances; further provided, that to the extent that funds remain available, extensions, additions, betterments and improvements to the remaining portion of the existing sewer system; and

WHEREAS, the Sanitary Board is not proposing an increase in its rates, fees and charges to support the Woodward Branch Project, thus the rates, fees and charges previously approved by the Council of the City of Charleston for the Sanitary Board will be charged;

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

Section 1. That the construction of the Sanitary Board's Woodward Branch Sewer Replacement and Rehabilitation Project consisting of two separate Phases and consisting of work including the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to its existing sewerage system, including but not limited to, the replacement and or rehabilitation of existing sewers in the areas of: Phase 1: 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 Headley Drive); Woodhaven Drive; Woodpath Lane; and Wilmore Lane; and Phase 2: Larchmont Drive; Spring Drive; Thompson Circle; Ledge Hill Drive; an unnamed alley between ~~Woodward Drive; Blackwell Drive; Larchmont Drive;~~ Savary Drive~~;~~ and Zabel Drive; and streets intersecting Woodward Drive including Blackwell Drive; Savary Drive; Zabel Drive; and ~~Spring Drive; Thompson Circle;~~ Diana Court; ~~and Ledge Hill Road;~~ provided, that the work will further include all necessary appurtenances; further provided, that to the extent that funds remain available, extensions, additions, betterments and improvements to the remaining portion of the existing sewer system is hereby authorized and approved; and

Section 2. That, in accordance with the requirements of Chapter 24, Article 2, Section 11 of the Code of West Virginia, 1931, as amended, the approval of the proposed construction shall be effective no sooner than 45 days from the date of said approval; and

Section 3. This Ordinance shall be effective immediately upon adoption.

Passed on First Reading: _____

Adopted on Second Reading: _____

_____

_____

Mayor Amy Shuler Goodwin City Clerk Miles Cary

Bill No. 7865

Introduced in Council:	**Adopted by Council:**
January 21, 2020	
Introduced by:	**Referred to:**
Becky Ceperley and Joseph Jenkins	**Finance**

Bill No. 7865 - A BILL to amend and reenact Section 54-105 of the Municipal Code of the City of Charleston, as amended, relating to updating fire department holiday compensation to be consistent with state law.

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

That Section 54-105 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

ARTICLE II. – FIRE DEPARTMENT.
DIVISION 3. - VACATION, OTHER LEAVE, DUTY HOURS, AND CALCULATION OF OVERTIME PAY.

Sec. 54-105 – Legal Holidays.

(a) The following days shall be regarded, treated and observed as legal holidays:

(1) January 1, New Year's Day;
(2) The third Monday of January, Martin Luther King's Birthday;
(3) The third Monday of February, Presidents' Day;
(4) The last Monday in May, Memorial Day;
(5) June 20, West Virginia Day;
(6) July 4, Independence Day;
(7) The first Monday of September, Labor Day;
(8) The second Monday of October, Columbus Day;
(9) November 11, Veterans Day;
(10) The fourth Thursday and Friday of November, Thanksgiving Day Holidays;
(11) December 25, Christmas Day;
(12) Any national, state or other election day throughout the district or municipality wherein the election is held, provided, that if a special or other election of a political subdivision other than the City of Charleston falls on a Saturday or Sunday, the City of Charleston may choose not to recognize the day of the election as a holiday if a majority of the City of Charleston City Council votes not to recognize the day of the election as a holiday; and

(13) All days which may be appointed or recommended by the mayor, the governor or the President of the United States as days of thanksgiving or for the general cessation of business.

When any of such days or dates falls on Saturday or Sunday, either the preceding Friday or the succeeding Monday shall be regarded, treated and observed as such legal holiday.

(b) Uniformed members on 24-hour shift duty who are required to receive additional compensation for legal holidays ~~under state law~~ pursuant to West Virginia Code section 8-15-10a shall, upon the occurrence of a legal holiday, ~~be paid for an extra day (i.e., 12 hours) at their regular rate of pay,~~ regardless of whether the member is required to work on the legal holiday or the legal holiday occurs on the member's regularly scheduled day off, shall either be (1) paid at a rate of one and one-half times the member's regular rate of pay for twenty-four hours; or (2) allowed equal time off at such time as may be approved by the fire chief or his or her designee.

(c) Uniformed members on a 40-hour week who are required to work on a legal holiday, or if the legal holiday occurs on their regularly scheduled day off shall be allowed up to one working day (8 consecutive hours) of time off, ~~which must be taken in the same calendar year in which it is accrued, and~~ at such time as approved by the fire chief or his or her designee.

CITY OF CHARLESTON
Payroll Variance Analysis
January 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	22,231	22,231	0	0.00%	166,731	166,731	0	0.00%	289,000	122,269
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**22,231**	**22,231**	**0**	**0.00%**	**166,731**	**166,731**	**0**	**0.00%**	**289,000**	**122,269**
Mayor - CARE Office	409-02	Regular	8,231	6,115	2,115	25.70%	37,038	8,115	28,923	78.09%	107,000	98,885
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**8,231**	**6,115**	**2,115**	**25.70%**	**37,038**	**8,115**	**28,923**	**78.09%**	**107,000**	**98,885**
City Council	410	Regular	13,000	6,250	6,750	51.92%	97,500	76,750	20,750	21.28%	169,000	92,250
		IPT	-	-	-		-	-	-		-	-
Budget	**26**	OT	-	-	-		-	-	-		-	-
Actual	**26**	**Total**	**13,000**	**6,250**	**6,750**	**51.92%**	**97,500**	**76,750**	**20,750**	**21.28%**	**169,000**	**92,250**
City Manager - Admin.	412-00	Regular	38,576	39,399	(822)	-2.13%	289,323	289,272	52	0.02%	501,494	212,222
		IPT	-	-	-		-	-	-		-	-
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**5**	**Total**	**38,576**	**39,399**	**(822)**	**-2.13%**	**289,323**	**289,272**	**52**	**0.02%**	**501,494**	**212,222**
City Treasurer	413	Regular	9,478	9,478	(0)	0.00%	71,083	71,083	(0)	0.00%	123,211	52,128
		IPT	692	600	92	13.33%	5,192	3,525	1,667	32.11%	9,000	5,475
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**10,170**	**10,078**	**92**	**0.91%**	**76,276**	**74,608**	**1,667**	**2.19%**	**132,211**	**57,603**
City Collector	414	Regular	51,803	48,184	3,620	6.99%	388,526	339,804	48,722	12.54%	673,445	333,641
		IPT	-	-	-		-	-	-		-	-
Budget	**15**	OT	-	-	-		-	47	(47)		-	(47)
Actual	**13**	**Total**	**51,803**	**48,184**	**3,620**	**6.99%**	**388,526**	**339,852**	**48,674**	**12.53%**	**673,445**	**333,593**
City Clerk	415	Regular	9,540	9,540	(0)	0.00%	71,547	71,547	(0)	0.00%	124,014	52,467
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**9,540**	**9,540**	**(0)**	**0.00%**	**71,547**	**71,547**	**(0)**	**0.00%**	**124,014**	**52,467**
Municipal Court	416	Regular	22,326	22,690	(365)	-1.63%	167,442	160,340	7,102	4.24%	290,232	129,892
		IPT	1,385	1,381	4	0.30%	10,385	8,625	1,759	16.94%	18,000	9,375
Budget	**8**	OT	1,723	357	1,366	79.27%	12,923	7,514	5,409	41.85%	22,400	14,886
Actual	**8**	**Total**	**25,433**	**24,428**	**1,005**	**3.95%**	**190,749**	**176,480**	**14,269**	**7.48%**	**330,632**	**154,152**
City Attorney	417	Regular	28,191	28,000	191	0.68%	211,434	210,000	1,434	0.68%	366,485	156,485
		IPT	-	-	-		-	-	-		-	-
Budget	**5**	OT	-	-	-		-	-	-		-	-
Actual	**5**	**Total**	**28,191**	**28,000**	**191**	**0.68%**	**211,434**	**210,000**	**1,434**	**0.68%**	**366,485**	**156,485**

Prepared: 1/28/2020
Finance Director

Current Month covers 2 pay periods (12/22/2019 - 1/18/2020)
YTD covers 15 pay periods (6/23/2019 - 1/18/2020)

CITY OF CHARLESTON
Payroll Variance Analysis
January 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Accounting	418	Regular	22,089	22,207	(118)	-0.54%	165,668	165,786	(118)	-0.07%	287,157	121,371
		IPT	-	-	-		-	-	-		-	-
Budget	**5**	OT	-	-	-		-	-	-		-	-
Actual	**5**	**Total**	**22,089**	**22,207**	**(118)**	**-0.54%**	**165,668**	**165,786**	**(118)**	**-0.07%**	**287,157**	**121,371**
Engineering - General	420-00	Regular	35,449	32,690	2,759	7.78%	265,870	259,490	6,380	2.40%	460,841	201,351
		IPT	269	-	269	100.00%	2,019	-	2,019	100.00%	3,500	3,500
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**7**	**Total**	**35,719**	**32,690**	**3,028**	**8.48%**	**267,889**	**259,490**	**8,399**	**3.14%**	**464,341**	**204,851**
Engineering - Stormwater	420-01	Regular	16,690	16,690	0	0.00%	125,178	125,178	0	0.00%	216,976	91,798
		IPT	-	-	-		-	-	-		-	-
Budget	**4**	OT	-	-	-		-	-	-		-	-
Actual	**4**	**Total**	**16,690**	**16,690**	**0**	**0.00%**	**125,178**	**125,178**	**0**	**0.00%**	**216,976**	**91,798**
MOECD	421	Regular	30,329	29,984	344	1.14%	227,465	226,776	689	0.30%	394,272	167,496
		IPT	-	-	-		-	-	-		-	-
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**7**	**Total**	**30,329**	**29,984**	**344**	**1.14%**	**227,465**	**226,776**	**689**	**0.30%**	**394,272**	**167,496**
Human Resources	422	Regular	31,580	29,984	1,596	5.05%	236,849	227,892	8,957	3.78%	410,538	182,646
		IPT	-	-	-		-	-	-		-	-
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**7**	**Total**	**31,580**	**29,984**	**1,596**	**5.05%**	**236,849**	**227,892**	**8,957**	**3.78%**	**410,538**	**182,646**
Mail Room	431	Regular	2,472	2,472	-	0.00%	18,540	18,540	(0)	0.00%	32,136	13,596
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**1**	**Total**	**2,472**	**2,472**	**-**	**0.00%**	**18,540**	**18,540**	**(0)**	**0.00%**	**32,136**	**13,596**
Building Commission	436	Regular	47,927	44,641	3,286	6.86%	359,452	354,513	4,939	1.37%	623,050	268,537
		IPT	-	-	-		-	-	-		-	-
Budget	**13**	OT	-	-	-		-	-	-		-	-
Actual	**12**	**Total**	**47,927**	**44,641**	**3,286**	**6.86%**	**359,452**	**354,513**	**4,939**	**1.37%**	**623,050**	**268,537**
Planning	437	Regular	30,353	29,471	882	2.91%	227,646	221,032	6,614	2.91%	394,587	173,555
		IPT	-	-	-		-	-	-		-	-
Budget	**7**	OT	-	-	-		-	-	-		-	
Actual	**7**	**Total**	**30,353**	**29,471**	**882**	**2.91%**	**227,646**	**221,032**	**6,614**	**2.91%**	**394,587**	**173,555**

Prepared: 1/28/2020
Finance Director

Current Month covers 2 pay periods (12/22/2019 - 1/18/2020)
YTD covers 15 pay periods (6/23/2019 - 1/18/2020)

CITY OF CHARLESTON
Payroll Variance Analysis
January 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Information Systems	439	Regular	42,802	39,292	3,509	8.20%	321,012	317,768	3,243	1.01%	556,420	238,652
		IPT	-	-	-		-	-	-		-	-
Budget	**10**	OT	-	-	-		-	-	-		-	-
Actual	**9**	**Total**	**42,802**	**39,292**	**3,509**	**8.20%**	**321,012**	**317,768**	**3,243**	**1.01%**	**556,420**	**238,652**
General Services	440	Regular	29,273	30,887	(1,614)	-5.51%	219,548	240,561	(21,013)	-9.57%	380,550	139,989
		IPT	3,462	70	3,392	97.98%	25,962	860	25,102	96.69%	45,000	44,140
Budget	**11**	OT	4,800	3,451	1,349	28.11%	36,000	26,009	9,991	27.75%	62,400	36,391
Actual	**11**	**Total**	**37,535**	**34,408**	**3,127**	**8.33%**	**281,510**	**267,431**	**14,079**	**5.00%**	**487,950**	**220,519**
Strategy Management	442	Regular	13,455	13,240	214	1.59%	100,910	84,748	16,162	16.02%	174,910	90,162
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**13,455**	**13,240**	**214**	**1.59%**	**100,910**	**84,748**	**16,162**	**16.02%**	**174,910**	**90,162**
Constituient Services	442-01	Regular	5,722	-	5,722	100.00%	20,028	-	20,028	100.00%	51,500	51,500
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	-	-	-		-	-	-		-	-
Actual	**0**	**Total**	**5,722**	**-**	**5,722**	**100.00%**	**20,028**	**-**	**20,028**	**100.00%**	**51,500**	**51,500**
Morris Square Property	500	Regular	1,832	1,941	(109)	-5.94%	13,739	18,124	(4,385)	-31.92%	23,814	5,690
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	738	103	635	86.05%	5,538	1,245	4,293	77.52%	9,600	8,355
Actual	**1**	**Total**	**2,570**	**2,044**	**527**	**20.49%**	**19,277**	**19,369**	**(92)**	**-0.48%**	**33,414**	**14,045**
Public Works	566	Regular	8,000	8,000	-	0.00%	60,000	60,000	-	0.00%	104,000	44,000
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**1**	**Total**	**8,000**	**8,000**	**-**	**0.00%**	**60,000**	**60,000**	**-**	**0.00%**	**104,000**	**44,000**
Public Grounds - Adm.	567-00	Regular	66,175	59,452	6,723	10.16%	496,314	469,847	26,467	5.33%	860,277	390,430
		IPT	-	-	-		-	-	-		-	-
Budget	**27**	OT	1,846	113	1,733	93.89%	13,846	4,231	9,615	69.44%	24,000	19,769
Actual	**24**	**Total**	**68,021**	**59,565**	**8,456**	**12.43%**	**510,160**	**474,078**	**36,082**	**7.07%**	**884,277**	**410,199**
Public Grounds - C/T	567-01	Regular	4,728	4,728	-	0.00%	35,460	35,631	(171)	-0.48%	61,464	25,833
		IPT	-	-	-		-	-	-			-
Budget	**2**	OT	308	-	308	100.00%	2,308	92	2,216	-100.00%	4,000	3,908
Actual	**2**	**Total**	**5,036**	**4,728**	**308**	**6.11%**	**37,768**	**35,723**	**2,045**	**5.41%**	**65,464**	**29,741**

Prepared: 1/28/2020
Finance Director

Current Month covers 2 pay periods (12/22/2019 - 1/18/2020)
YTD covers 15 pay periods (6/23/2019 - 1/18/2020)

CITY OF CHARLESTON
Payroll Variance Analysis
January 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Police - Uniform	700-00	Regular	622,010	602,316	19,694	3.17%	4,665,078	4,383,443	281,635	6.04%	8,086,136	3,702,693
		OT	157,213	115,906	41,307	26.27%	1,027,988	1,135,023	(107,034)	-10.41%	1,763,138	628,115
Budget	**173**	Reimb.	(1,923)	-	(1,923)	-100.00%	(14,423)	(11,248)	(3,175)	-22.01%	(25,000)	(13,752)
Actual	**161**	**Total**	**777,300**	**718,222**	**59,078**	**7.60%**	**5,678,644**	**5,507,218**	**171,426**	**3.02%**	**9,824,274**	**4,317,056**
Police - Civilian	700-01	Regular	64,178	65,719	(1,541)	-2.40%	481,338	466,539	14,799	3.07%	834,320	367,781
		IPT	3,846	1,190	2,656	69.06%	28,846	11,250	17,596	61.00%	50,000	38,750
Budget	**24**	OT	6,892	5,984	908	13.18%	51,692	41,771	9,921	19.19%	89,600	47,829
Actual	**24**	**Total**	**74,917**	**72,893**	**2,024**	**2.70%**	**3,096,801**	**519,561**	**42,316**	**1.37%**	**973,920**	**454,359**
Fire - Uniform	706-00	Regular	2,348,595	2,340,875	7,720	0.33%	6,491,290	6,451,940	39,351	0.61%	10,244,058	3,792,118
		OT	78,060	53,248	24,812	31.79%	585,453	445,275	140,178	23.94%	1,014,784	569,509
Budget	**169**	Reimb.	(923)	-	(923)	-100.00%	(6,923)	(4,417)	(2,506)	-36.20%	(12,000)	(7,583)
Actual	**157**	**Total**	**2,425,732**	**2,394,124**	**31,609**	**1.30%**	**7,069,820**	**6,892,798**	**177,022**	**2.50%**	**11,246,842**	**4,354,044**
Fire - Civilian	706-01	Regular	6,566	6,566	0	0.00%	49,244	49,244	0	0.00%	85,356	36,112
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**6,566**	**6,566**	**0**	**0.00%**	**49,244**	**49,244**	**0**	**0.00%**	**85,356**	**36,112**
Traffic	712	Regular	32,881	34,383	(1,502)	-4.57%	246,611	252,611	(6,000)	-2.43%	427,459	174,848
		IPT	-	-	-		-	-	-		-	-
Budget	**11**	OT	862	206	656	76.15%	6,462	6,212	250	3.87%	11,200	4,988
Actual	**11**	**Total**	**33,743**	**34,588**	**(845)**	**-2.51%**	**253,073**	**258,822**	**(5,750)**	**-2.27%**	**438,659**	**179,837**
Emergency Services	716	Regular	11,023	4,000	7,023	63.71%	82,674	30,000	52,674	63.71%	143,301	113,301
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	-	-	-		-	-	-		-	-
Actual	**1**	**Total**	**11,023**	**4,000**	**7,023**	**63.71%**	**82,674**	**30,000**	**52,674**	**63.71%**	**143,301**	**113,301**
Street	750	Regular	178,908	152,634	26,274	14.69%	1,341,813	1,253,256	88,557	6.60%	2,325,810	1,072,554
		IPT	-	-	-		-	-	-		-	-
Budget	**73**	OT	30,923	9,029	21,894	70.80%	150,923	95,321	55,602	36.84%	240,000	144,679
Actual	**64**	**Total**	**209,832**	**161,663**	**48,168**	**22.96%**	**1,492,737**	**1,348,577**	**144,159**	**9.66%**	**2,565,810**	**1,217,233**
Equipment Maintenance	754	Regular	61,330	54,874	6,456	10.53%	459,977	437,752	22,225	4.83%	797,293	359,541
		IPT	-	-	-		-	-	-		-	-
Budget	**21**	OT	4,000	1,438	2,562	64.04%	30,000	14,231	15,769	52.56%	52,000	37,769
Actual	**19**	**Total**	**65,330**	**56,312**	**9,018**	**13.80%**	**489,977**	**451,983**	**37,994**	**7.75%**	**849,293**	**397,310**
Refuse & Recycling	800	Regular	151,693	161,784	(10,091)	-6.65%	1,137,695	1,066,239	71,455	6.28%	1,972,004	905,765
		IPT	-	-	-		-	513	(513)		-	(513)
Budget	**67**	OT	17,231	4,228	13,002	75.46%	129,231	76,914	52,317	40.48%	224,000	147,086
Actual	**65**	**Total**	**168,923**	**166,012**	**2,911**	**1.72%**	**1,266,925**	**1,143,666**	**123,259**	**9.73%**	**2,196,004**	**1,052,338**

Prepared: 1/28/2020
Finance Director

Current Month covers 2 pay periods (12/22/2019 - 1/18/2020)
YTD covers 15 pay periods (6/23/2019 - 1/18/2020)

CITY OF CHARLESTON
Payroll Variance Analysis
January 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Parks & Recreation	900	Regular	89,524	79,909	9,615	10.74%	671,428	604,800	66,628	9.92%	1,163,808	559,008
		IPT	5,600	3,038	2,562	45.76%	168,000	191,133	(23,133)	-13.77%	280,000	88,867
Budget	**31**	OT	3,938	263	3,675	93.32%	29,538	31,668	(2,129)	-7.21%	51,200	19,532
Actual	**28**	**Total**	**99,062**	**83,210**	**15,852**	**16.00%**	**868,966**	**827,601**	**41,366**	**4.76%**	**1,495,008**	**667,407**
Public Arts	906	Regular	3,846	3,846	(0)	0.00%	28,846	28,846	(0)	0.00%	50,000	21,154
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**1**	**Total**	**3,846**	**3,846**	**(0)**	**0.00%**	**28,846**	**28,846**	**(0)**	**0.00%**	**50,000**	**21,154**
Municipal Auditorium	910	Regular	7,438	7,678	(239)	-3.22%	55,786	56,325	(540)	-0.97%	96,695	40,370
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	308	51	257	83.55%	2,308	1,275	1,033	44.76%	4,000	2,725
Actual	**3**	**Total**	**7,746**	**7,728**	**18**	**0.23%**	**58,093**	**57,600**	**493**	**0.85%**	**100,695**	**43,095**
Spring Hill Cemetery	952	Regular	24,897	19,171	5,727	23.00%	186,730	156,990	29,741	15.93%	323,666	166,676
		IPT	-	-	-	0.00%	32,938	31,873	1,065	3.23%	62,000	30,127
Budget	**8**	OT	738	-	738	100.00%	5,538	2,082	3,456	62.40%	9,600	7,518
Actual	**7**	**Total**	**25,636**	**19,171**	**6,465**	**25.22%**	**225,206**	**190,945**	**34,262**	**15.21%**	**395,266**	**204,321**
General Fund		Regular	4,195,142	4,091,323	103,819	2.47%	20,292,811	19,457,513	835,298	4.12%	34,226,279	14,768,766
		IPT	15,254	6,278	8,976	58.84%	273,341	247,780	25,562	9.35%	467,500	219,720
		OT	309,581	194,377	115,203	37.21%	2,089,749	1,888,910	200,839	9.61%	3,581,922	1,693,012
Budget	**765**	Reimb.	(2,846)	-	(2,846)	-100.00%	(21,346)	(15,665)	(5,681)	-26.62%	(37,000)	(21,335)
Actual	**711**	**Total**	**4,517,130**	**4,291,979**	**225,152**	**4.98%**	**22,634,555**	**21,578,538**	**1,056,017**	**4.67%**	**38,238,701**	**16,660,163**

Prepared: 1/28/2020
Finance Director

Current Month covers 2 pay periods (12/22/2019 - 1/18/2020)
YTD covers 15 pay periods (6/23/2019 - 1/18/2020)

CITY OF CHARLESTON
Payroll Variance Analysis
January 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Coliseum & Conv. Center	402	Regular	91,633	75,974	15,659	17.09%	687,246	641,827	45,418	6.61%	1,191,226	549,399
		IPT	26,538	14,585	11,954	45.04%	199,038	87,227	111,811	56.18%	345,000	257,773
Budget	**29**	OT	4,000	1,955	2,045	51.14%	30,000	19,373	10,627	35.42%	52,000	32,627
Actual	**25**	**Total**	**122,171**	**92,513**	**29,658**	**24.28%**	**916,284**	**748,428**	**167,856**	**18.32%**	**1,588,226**	**839,798**
Parking System	406	Regular	45,736	45,310	426	0.93%	343,017	337,142	5,875	1.71%	594,563	257,421
		IPT	3,923	3,111	812	20.70%	29,423	22,614	6,809	23.14%	51,000	28,386
Budget	**18**	OT	1,231	34	1,196	97.20%	9,231	3,795	5,436	58.89%	16,000	12,205
Actual	**18**	**Total**	**50,889**	**48,455**	**2,434**	**4.78%**	**381,671**	**363,551**	**18,120**	**4.75%**	**661,563**	**298,012**
Total		Regular	4,332,510	4,212,606	119,904	2.77%	21,323,074	20,436,483	886,591	4.16%	36,012,068	15,575,585
		IPT	45,715	23,974	21,741	47.56%	501,803	357,621	144,182	28.73%	863,500	505,879
		OT	314,811	196,366	118,445	37.62%	2,128,980	1,912,079	216,901	10.19%	3,649,922	1,737,843
Budget	**812**	Reimb.	(2,846)	-	(2,846)	100.00%	(21,346)	(15,665)	(5,681)	26.62%	(37,000)	(21,335)
Actual	**754**	**Total**	**4,690,191**	**4,432,947**	**257,244**	**5.48%**	**23,932,510**	**22,690,517**	**1,241,993**	**5.19%**	**40,488,490**	**17,797,973**

Vacancy Report:

City Manager	2
Collector	2
Building Commission	1
Information Systems	1
Constituent Services	2
Public Works (all)	16
Police - Uniform	12
Fire - Uniform	12
Homeland Security	1
Parks & Rec	3
Cemetery	1
Total General Fund	**53**
CCCC	4
Total All	**57**

As of January 31, 2020

Prepared: 1/28/2020
Finance Director

Current Month covers 2 pay periods (12/22/2019 - 1/18/2020)
YTD covers 15 pay periods (6/23/2019 - 1/18/2020)

Bill No.7866

Introduced in Council: Passed by Council:

February 3, 2020_____ _____

Introduced by: Referred To:

Joseph Jenkins_____ **Finance**_____

Bill No.7866 - A Bill supplementing Ordinance No. 4423 passed by the Council of The City of Charleston, West Virginia, on March 6, 1989, as supplemented by Ordinance No. 4506 passed by the Council on November 6, 1989, by Ordinance No. 4954 passed by the Council on May 3, 1993, by Ordinance No. 6276 passed by the Council on September 3, 1996, by Ordinance No. 6349 passed by the Council on June 2, 1997, by Ordinance No. 6532 passed by the Council on November 16, 1998, by Ordinance No. 6544 passed by the Council on February 1, 1999, by Ordinance No. 6670 passed by the Council on February 5, 2001, by Ordinance No. 6777 passed by the Council on March 19, 2001, by Ordinance No. 6948 passed by the Council on November 4, 2002, by Ordinance No. 6977 passed by the Council on May 19, 2003, by Ordinance No. 7132 passed by the Council on March 7, 2005, by Ordinance No. 7490 passed by the Council on September 6, 2011, by Ordinance No. 7560 passed by the Council on February 19, 2013; and by Ordinance No. 7680 passed by the Council on February 16, 2016, authorizing the design, acquisition and construction of certain extensions, additions, betterments and improvements to the existing sewerage system of The City of Charleston; authorizing the issuance of not more than $16,000,000 in aggregate principal amount of Sewerage System Revenue Bonds, in one or more series as designated in a supplemental resolution, of The City of Charleston, the proceeds of which, shall be used, along with other funds and moneys of, or available to, The City of Charleston which may be lawfully expended for such purposes, to permanently finance the cost of such design, acquisition and construction, to fund reserve accounts for such bonds and to pay other costs in connection therewith; providing for the rights and remedies of and security for the registered owners of such bonds; and adopting other provisions related thereto.

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

ARTICLE I
STATUTORY AUTHORITY, DEFINITIONS AND FINDINGS

Section 1.01. Authority of this Ordinance. This Ordinance is enacted pursuant to the provisions of Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Act"), and other applicable provisions of law, and as a supplement to Ordinance No. 4423 passed by the Council of The City of Charleston (the "Council") on March 6, 1989, as supplemented by Ordinance No. 4506 passed by the Council on November 6, 1989, by Ordinance No. 4954 passed by the Council on May 3, 1993, by Ordinance No. 6276 passed by the Council on September 3, 1996, by Ordinance No. 6349, passed by the Council on June 2, 1997, and by Ordinance No. 6532 passed by the Council on November 16, 1998, by Ordinance No. 6544 passed by the Council on February 1, 1999, by Ordinance No. 6670 passed by the Council on February 5, 2001, by Ordinance No. 6777 passed by the Council on March 19, 2001, by Ordinance No. 6948 passed by the Council on November 4, 2002, by Ordinance No. 6977 passed by the Council on May 19, 2003, by Ordinance No. 7132 passed by the Council on March 7, 2005, by Ordinance No. 7490 passed by the Council on September 6, 2011, by Ordinance No. 7560 passed by the Council on February 19, 2013, and by Ordinance No. 7680 passed by the Council on February 16, 2016 (collectively, the "Prior Ordinances").

Section 1.02. Findings. It is hereby found, determined and declared as follows:

A. The City of Charleston, West Virginia (the "City" or the "Issuer"), now owns a sewerage system (the existing system, the Project, as hereinafter defined and any additions, extensions, and improvements thereto is hereinafter, the "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.

B. In accordance with Section 2 of the Act, the System is under the supervision and control of the Sanitary Board of the City (the "Sanitary Board").

C. The Sanitary Board has presented a petition to the City for the design, acquisition and construction of certain extensions, additions, betterments and improvements to the System (the "Project") as more fully described on Exhibit A, the enactment of this Ordinance and the issuance of the sewerage system revenue bonds (the "Series 2020 A Bonds") to pay the cost of the Project.

D. The estimated maximum cost of design, acquisition and construction of the Project is not to exceed $16,000,000 (including all financing related costs), which will be obtained from the proceeds of the Series 2020 A Bonds herein authorized.

E. The acquisition and construction of the System were financed or refinanced with proceeds of certain obligations of the City, which obligations are designated and have lien positions as follows:

	Designation	Lien Position
1.	$1,912,194 Sewer Revenue Bonds, Series 1989 A, dated March 21, 1989 (the "Series 1989 A Bonds").	First Lien
2.	$829,856 Sewer Revenue Bonds, Series 1989 C, dated November 21, 1989 (the "Series 1989 C Bonds").	First Lien
3.	$686,229 Sewerage System Revenue Bonds, 1999 Series A, dated June 22, 1999 (the "Series 1999 A Bonds").	First Lien
4.	$823,741 Sewerage System Revenue Bonds, 2001 Series B, dated May 22, 2001 (the "Series 2001 B Bonds").	First Lien
5.	$9,835,120 Sewerage System Revenue Bonds, Series 2004 A, dated March 23, 2004 (the "Series 2004 A Bonds").	First Lien
6.	$36,617,310 Sewerage System Revenue Bonds, Series 2005 A, dated May 5, 2005 (the "Series 2005 A Bonds").	First Lien
7.	$9,000,000 Sewerage System Revenue Bonds, Series 2008 A, dated June 26, 2008 (the "Series 2008 A Bonds").	First Lien
8.	$25,877,009 Sewerage System Revenue Bonds, Series 2011 A, dated December 13, 2011 (the "Series 2011 A Bonds").	First Lien
9.	$11,613,300 Sewerage System Revenue Bonds, Series 2013 A, dated March 27, 2013 (the "Series 2013 A Bonds").	First Lien
10.	$13,145,000 Sewerage System Revenue Bonds, Series 2016 A, dated September 22, 2016 (the "Series 2016 A Bonds").	First Lien

11.	$283,458 Supplemental Sewer Revenue Bonds, Series 1989 B, dated March 21, 1989 (the "Series 1989 B Bonds").	Second Lien
12.	$123,015 Supplemental Sewer Revenue Bonds, Series 1989 D, dated November 21, 1989 (the "Series 1989 D Bonds").	Second Lien
13.	$132,072 Sewerage System Revenue Bonds, 1999 Series B, dated June 22, 1999 (the "Series 1999 B Bonds").	Second Lien
14.	$30,492 Sewerage System Revenue Bonds, 2001 Series C, dated May 22, 2001 (the "Series 2001 C Bonds").	Second Lien
15.	$1,822,690 Sewerage System Revenue Bonds, Series 2005 B-1, dated May 5, 2005 (the "Series 2005 B-1 Bonds").	Second Lien

The Series 1989 A Bonds, the Series 1989 C Bonds, the Series 1998 A Bonds, the Series 1999 A Bonds, the Series 2001 B Bonds, the Series 2004 A Bonds, the Series 2005 A Bonds, the Series 2008 A Bonds, the Series 2011 A Bonds, the Series 2013 A Bonds and the Series 2016 A Bonds are collectively referred to as the "First Lien Bonds." The Series 1989 B Bonds, the Series 1989 D Bonds, the Series 1999 B Bonds, the Series 2001 C Bonds, and the Series 2005 B-1 Bonds are collectively referred to as the "Second Lien Bonds," which are subordinate and junior to the First Lien Bonds and the Bonds. The First Lien Bonds and the Second Lien Bonds are collectively referred to as the "Prior Bonds."

F. The City derives revenues from the System, and, except for the pledges thereof to secure and pay the Prior Bonds, said revenues are not pledged or encumbered in any manner.

G. It is necessary and essential to design, acquire and construct the Project, generally described on Exhibit A hereto and incorporated herein by reference, in order to preserve the public health, to be financed through the issuance of the Bonds, in the aggregate principal amount not to exceed $16,000,000 (including financing costs). The period of usefulness of the System after completion of the Project is not less than 40 years.

H. The estimated revenues to be derived in each year after the enactment of this Ordinance from the operation of the System will be sufficient to pay all Operating Expenses of the System, the principal of and interest on the Prior Bonds and the Series 2020 A Bonds and all funds and accounts and other payments provided for in this Ordinance and the Prior Ordinances.

I. The Series 2020 A Bonds and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the form set forth in a Supplemental Resolution or as deemed necessary by the Registrar or the City.

J. All things necessary to make the Series 2020 A Bonds, when authenticated by the Registrar and issued as in this Ordinance and the Supplemental Resolution provided, the valid, binding and legal special obligations of the City according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 2020 A Bonds, will be timely done and duly performed.

K. The enactment of this Ordinance, and the execution and issuance of the Series 2020 A Bonds, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the City is a party or by which it may be bound or affected.

L. The City is a governmental unit which has general taxing powers to finance operations of or facilities of the nature of the Project and the System; 95% or more of the Net Proceeds of the Series 2020 A Bonds are to be used for local government activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City).

M. It is deemed necessary for the City to issue the Series 2020 A Bonds in the aggregate principal amount of not more than $16,000,000, to permanently finance the costs of design, acquisition and construction of the Project, fund capitalized interest, if any, fund the reserve account and pay costs of issuance. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; repayment of any interim financing notes; interest on the Bonds prior to and during construction or acquisition and for six months after completion of construction of the Project; engineering and legal expenses; expenses for estimates of cost and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense, any fees or expenses of the Original Purchaser, commitment fees, premiums for municipal bond insurance policy, debt service reserve account policy, or debt service reserve surety bond; letter of credit fees; underwriter's discount; rating agency fees; initial fees for the service of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Bonds, and such other expenses as may be necessary or incidental to the financing herein authorized, the construction or acquisition of the Project and the placing of the same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the City or Sanitary Board for any amounts expended by it for allowable costs prior to the issuance of the Bonds or the repayment of the indebtedness incurred by the City or Sanitary Board for such purposes shall be deemed part of the Cost of the Project.

N. It is in the best interests of the City that the Series 2020 A Bonds be sold to the Original Purchaser pursuant to the terms and provisions set forth in the Supplemental Resolution.

O. Prior to the issuance of the Series 2020 A Bonds, the City shall obtain (i) a certificate from an independent certified public accountant stating that the coverage and parity

tests of the First Lien Bonds have been met; and (ii) if required, the written consent of the registered owners, of the Prior Bonds to the issuance of the Bonds on a parity with the First Lien Bonds and senior and prior to the Second Lien Bonds. The Series 2020 A Bonds shall be issued with a lien on the Net Revenues on a parity with the lien held by the registered owners of the First Lien Bonds, but the lien of the Bonds shall be senior and superior to the lien of the registered owners of the Second Lien Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the City which are secured by revenues or assets of the System.

P. The City has complied with all requirements of West Virginia law relating to the authorization of the design, acquisition, construction and operation of Project and the System and issuance of the Series 2020 A Bonds, or will have so complied prior to the issuance of any of the Series 2020 A Bonds.

Q. The City will not permit, at any time, any of the proceeds of the Series 2020 A Bonds or any other funds of the City to be used directly or indirectly in a manner which would result in the inclusion of interest on the Series 2020 A Bonds in the gross income of the owners thereof for federal income tax purposes.

R. The Project has been approved by the West Virginia Infrastructure and Jobs Development Council as required under Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended.

Section 1.03. Ordinance Constitutes Contract. In consideration of the acceptance of the Series 2020 A Bonds authorized to be issued hereunder by those who shall own the same from time to time, the Ordinance shall be deemed to be and shall constitute a contract between the City and such Registered Owners, and the covenants and agreements herein set forth to be performed by the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Bonds issued hereunder, all of which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bond by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04. Definitions. Except as provided below, terms used in this Supplemental Ordinance have the meanings set forth in the Prior Ordinances, as supplemented by this Supplemental Ordinance, unless the context expressly requires otherwise.

"Act" means Chapter 16, Article 13 and Chapter 22C, Article 1 of the Code of West Virginia, 1931, as amended and in effect on the date of enactment of this Ordinance.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2020 A Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the DEP under the Act.

"Authorized Officer" means the Mayor of the City or any other officer of the City specifically designated by ordinance or resolution of the Council of the City.

"Bond Counsel" means any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed by the City or the Sanitary Board, and shall initially mean Jackson Kelly PLLC, Charleston, West Virginia.

"Bond Purchase Agreement" or "Loan Agreement" means the Bond Purchase Agreement or Loan Agreement heretofore entered, or to be entered, into by and among the City, the Authority and the DEP, providing for the purchase of the Series 2020 A Bonds from the City by the Authority, the form of which shall be approved, and the execution and delivery by the City authorized and directed or ratified, by the Supplemental Resolution.

"Bond Register" means the books of the City maintained by the Registrar for the registration and transfer of the Series 2020 A Bonds.

"Bond Year" means the 12-month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year except that the first Bond Year shall begin on the Closing Date.

"Bondholder" or "Holder of the Bonds" or "Owner of the Bonds" or "Registered Owner" or any similar term means any person who shall be the Registered Owner of any Outstanding Bond as hereinafter defined.

"Bonds" means the Series 2020 A Bonds, the Prior Bonds and any future bonds issued by the City for the System.

"Bonds Construction Trust Fund" means the Bonds Construction Trust Fund created by Section 4.01 D hereof.

"City Clerk" means the City Clerk of the City.

"Closing Date" means the date upon which there is an exchange of the Series 2020 A Bonds for all or a portion of the proceeds of the Series 2020 A Bonds from the Authority.

"Code" means the Internal Revenue Code of 1986, as amended, and the Regulations.

"Commission" means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia which succeeds to the functions of the Commission.

"Consulting Engineers" means Burgess & Niple, Parkersburg, West Virginia, or any engineer or firm of engineers, licensed by the State, which shall at any time hereafter be retained by the City as Consulting Engineers for the System in accordance with Chapter 5G, Article 1 of the Code of West Virginia, 1931, as amended.

"Costs of the Project" means those costs described in Section 1.02(M) hereof to be a part of the cost of the design, acquisition, construction and financing of the Project.

"Council" or "City Council" means the Council of the City.

"CWSRF Program" means the State's Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds of the State.

"DEP" means the West Virginia Department of Environmental Protection or any other agency, board or department of the State that succeeds to the functions of the DEP.

"Depository Bank" means the bank or banks to be designated as such in the Supplemental Resolution, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access website, a service provided by the MSRB.

"FDIC" means the Federal Deposit Insurance Corporation and any successor to the functions of the FDIC.

"First Lien Bonds" means the bonds defined as such in Section 1.02(E).

"Fiscal Year" means each twelve month period beginning on July l and ending on the succeeding June 30.

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is guaranteed by, the United States of America.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Section 8.01 hereof).

"Independent Accountants" or "Independent Certified Public Accountants" means any firm of certified public accountants which shall be retained by the City as independent accountants for the System.

"Mayor" means the Mayor of the City.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Proceeds" means the face amount of the Series 2020 A Bonds plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Reserve Accounts.

"Net Revenues" means the balance of the Gross Revenues, remaining after deduction of Operating Expenses, as hereinafter defined.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the costs, the SRF Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Ordinance" means the Prior Ordinances, as previously defined, as supplemented by this Supplemental Ordinance and as further amended or supplemented. Unless the context clearly requires a different meaning, reference to "this Ordinance" in the Prior Ordinances means the Ordinance.

"Outstanding" when used with reference to Bonds, as of any particular date, describes all such Bonds theretofore and thereupon being authenticated and delivered, except (i) any such Bond canceled by the Registrar, at or prior to said date; (ii) any such Bond for the payment of which moneys, equal to its principal amount, with interest to the date of maturity of any such Bond, shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any such Bond deemed to have been paid as provided in Section 6.13 hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any such Bond registered to the City.

"Parity Bonds" means additional Bonds issued under the provisions and within the limitations prescribed by Section 7.07 hereof.

"Paying Agent" means the West Virginia Municipal Bond Commission or other entity designated as such for the Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the bonds as defined in Section 1.02(E) hereof.

"Prior Bonds Reserve Accounts" means, collectively, the respective reserve accounts created for the Prior Bonds, as more fully described and defined in the Prior Ordinances.

"Prior Ordinances" means, collectively, the Ordinances authorizing the Prior Bonds as set forth in Section 1.01 hereof.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit; provided that, use as a member of the general public shall not be taken into account, all as determined by the Code.

"Project" means the extensions, additions, betterments and improvements to the existing sewerage system of the City described in Exhibit A attached hereto.

"Purchase Price," for the purpose of computation of the Yield of the Bonds, has the same meaning as the term "issue price" in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds of each maturity is sold or, if the Bonds are privately placed, the price paid by the first buyer of the Bonds or the acquisition cost of the first buyer. "Purchase Price," for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Bonds.

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or

increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

(f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

(h) The West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the West Virginia Code of 1931, as amended; and

(i) Obligations of states or political subdivisions or agencies thereof, the interest on which is excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

"Registrar" means the entity named as such in the Supplemental Resolution.

"Regulations" means the temporary and permanent regulations promulgated under the Code.

"Reserve Account" means, collectively, one or more reserve accounts for the Bonds created by Section 4.03 hereof.

"Reserve Accounts" means, collectively, the respective Reserve Accounts created for the Prior Bonds and the Series 2020 A Bonds.

"Reserve Requirements" means the amount required to be on deposit in the Reserve Account of the Series 2020 A Bonds and the Prior Bonds, if any.

"Second Lien Bonds" means the bonds defined as such in Section 1.02(E) hereof.

"Series 2020 A Bonds" means the not more than $16,000,000 in aggregate principal amount of Sewerage System Revenue Bonds of the City, authorized by this Ordinance to be issued in one or more series as designated in the Supplemental Resolution. If issued in more than one series, the letter designations of the Series 2020 A Bonds shall be as set forth in the Supplemental Resolution.

"Series 2020 A Bonds Reserve Account" means the Series 2020 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2020 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2020 A Bonds in the then current year or any succeeding year.

"Series 2020 A Bonds Sinking Fund" means the Series 2020 A Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Fund" means, collectively, one or more Sinking Funds for the Bonds created by Section 4.03 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds created for the Prior Bonds and the Series 2020 A Bonds.

"SRF Administrative Fee" means any administrative fee required to be paid under the Bond Purchase Agreement for the Series 2020 A Bonds.

"State" means the State of West Virginia.

"Supplemental Ordinance" or "this Ordinance" means this ordinance as hereafter amended or supplemented.

"Supplemental Resolution" means any resolution, ordinance or order of the City supplementing or amending this Ordinance and, when preceded by the article "the", refers specifically to the supplemental resolutions authorizing the sale of one or more series of the Series 2020 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2020 A Bonds and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Series 2020 A Bonds or any other obligations of the City, including, without limitation, the Renewal and Replacement Fund, the Sinking Funds and the Reserve Accounts.

"System" means the complete existing sewerage system now owned by the City and managed by the Sanitary Board, consisting of a sewerage treatment and collection system, and shall include any extensions, additions, betterments and improvements thereto, including the Project, hereafter acquired or constructed for the sewerage system from any sources whatsoever, both within and without the City.

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Words importing the masculine gender include all other genders.

Additional terms and phrases are defined in this Ordinance as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with general accepted accounting principles.

The terms "herein", "hereunder", "hereby", "hereto", "hereof" and any similar terms refer to this Ordinance; and the term "hereafter" means after the date of the enactment of this Ordinance.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

ARTICLE II
AUTHORIZATION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO SYSTEM

Section 2.01. Authorization of Extensions, Additions, Betterments and Improvements. There is hereby authorized and ordered the design, acquisition and construction of the Project at an estimated cost of not to exceed $16,000,000 (including financing costs), in accordance with plans and specifications prepared by the Consulting Engineers, approved by the City, and on file in the office of the Sanitary Board.

Prior to the issuance of the Series 2020 A Bonds, the City will have received bids for the design, acquisition and construction of the Project which are in an amount and otherwise compatible with the financing plan approved by the Sanitary Board.

ARTICLE III
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

Section 3.01. Authorization and Terms of Bonds. For the purposes of capitalizing interest on the Series 2020 A Bonds, funding the Reserve Account for the Series 2020 A Bonds, paying Costs of the Project not otherwise provided for, paying costs of issuance of the Series 2020 A Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the Series 2020 A Bonds of the City. The Series 2020 A Bonds shall be issued in one or more series as set forth in the Supplemental Resolution, designated as "Sewerage System Revenue Bonds", in an aggregate principal amount of not more than $16,000,000. The Series 2020 A Bonds shall be issued in such principal amounts, shall have the series designation, shall be dated as of the date of delivery thereof, shall bear interest at such rate or rates, not exceeding the then legal maximum rate, and shall mature at such times and in such amounts as shall be set forth in the Supplemental Resolution. The repayment of principal and interest on the Series 2020 A Bonds shall be as set forth in the Supplemental Resolution. The Series 2020 A Bonds shall contain such other terms, provisions, conditions and limitations, all as provided by this Ordinance and as the Council of the City shall prescribe by resolution (or by supplemental or amendatory ordinance of said Council as said Council shall determine) adopted in connection with the sale of such Bonds.

If the Series 2020 A Bonds are sold to the Authority, they shall be payable as to principal at the office of the Paying Agent in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2020 A Bonds shall be paid by check or draft mailed to the registered owner thereof at the address as it appears on the books of the Bond Registrar.

Each series of Series 2020 A Bonds shall be issued in fully registered form, in such denominations and shall have such terms as set forth in the Supplemental Resolution. The Series 2020 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bonds in aggregate principal amount equal to the amount of the Series 2020 A Bonds then Outstanding, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of the Bonds.

Section 3.02. Execution of Bonds. The Series 2020 A Bonds shall be executed in the name of the City by the Mayor and attested by the City Clerk, and the seal of the City shall be affixed thereto or imprinted thereon. In case any one or more of the officers who shall have signed or sealed any of the Series 2020 A Bonds shall cease to be such officer of the City before the Series 2020 A Bonds so signed and sealed have been sold and delivered, such Series 2020 A Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2020 A Bonds may be signed and sealed on behalf of the City by such person as, at the actual time of the execution of such Series 2020 A Bonds, shall hold the proper office in the City, although at the date of such Series 2020 A Bonds such person may not have held such office or may not have been so authorized.

Section 3.03. Authentication and Registration. No Series 2020 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in the Supplemental Resolution, shall have been duly manually executed by the Registrar. Any such executed Certificate of Authentication and Registration upon any such Series 2020 A Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Ordinance. The Certificate of Authentication and Registration on any Bond shall be deemed to have been executed by the Registrar if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.04. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2020 A Bonds shall be, and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Registered Owner, in accepting any of said Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Registered Owner shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide owner for value.

So long as any of the Series 2020 A Bonds remain Outstanding, the City, through the Registrar, shall keep and maintain books for the registration and transfer of the Series 2020 A Bonds.

Bonds shall be transferable only upon the books of the Registrar, by the Registered Owner thereof in person or by the Registered Owner's attorney duly authorized in writing, upon surrender thereto, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or the Registered Owner's duly authorized attorney.

In all cases in which the privilege of exchanging Series 2020 A Bonds or transferring Series 2020 A Bonds is exercised, Bonds shall be delivered in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Registrar. For every such exchange or transfer of Bonds, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Registrar incurred in connection therewith, which sum or sums shall be paid by the City. The Registrar shall not be obliged to make any such exchange or transfer of Bonds during the 15 days preceding an interest payment date on the Bonds, or, in the case of any proposed redemption of Bonds, next preceding the date of the selection of Bonds to be redeemed.

Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2020 A Bond shall become mutilated or be destroyed, stolen or lost, the City may, in its discretion, issue and deliver a new Series 2020 A Bond in exchange and substitution for such mutilated Series 2020 A Bond, upon surrender and cancellation of such mutilated Series 2020 A Bond, or in lieu of and substitution for the Series 2020 A Bond destroyed, stolen or lost, and upon the Registered Owner's furnishing the City proof of ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur and the Registrar shall authenticate the new Series 2020 A Bond. All Series 2020 A Bonds so surrendered shall be canceled by the Registrar and held for the account of the City. If such Series 2020 A Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the City may pay the same, upon being indemnified as aforesaid, and, if such Bond be lost, stolen, or destroyed, without surrender therefor.

Any such duplicate Series 2020 A Bonds issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the City, whether or not the lost, stolen or destroyed Series 2020 A Bonds be at any time found by anyone, and such duplicate Series 2020 A Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of security for payment from the revenues pledged herein with all other Series 2020 A Bonds issued hereunder.

Section 3.06. Bonds not to be Indebtedness of the City. The Series 2020 A Bonds shall not, in any event, be or constitute a corporate indebtedness of the City within the meaning of any statutory or constitutional limitations, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided on a parity with the First Lien Bonds but senior and superior to the Second Lien Bonds. No Registered Owner of the Series 2020 A

Bonds shall ever have the right to compel the exercise of the taxing power of the City to pay the Bonds or any interest thereon.

Section 3.07. Bonds Secured by Pledge of Net Revenues. The payment of the debt service on the Series 2020 A Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System on a parity with the First Lien Bonds but senior and superior to the Second Lien Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Series 2020 A Bonds and the Prior Bonds and to make the payments into the sinking funds and the reserve accounts therein and in the Renewal and Replacement Fund established herein or in the Prior Ordinances are hereby irrevocably pledged to the payment of the principal of and any interest on the Series 2020 A Bonds and the Prior Bonds as the same become due.

Section 3.08. Form of Bonds. The text of the Series 2020 A Bonds shall be in substantially the following forms, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[Remainder of page intentionally left blank]

(FORM OF SERIES 2020 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF CHARLESTON
SEWERAGE SYSTEM REVENUE BONDS
SERIES 2020 A (WEST VIRGINIA CWSRF PROGRAM)

No. AR-l $_____

KNOW ALL MEN BY THESE PRESENTS: The __ day of _____, 2020, that THE CITY OF CHARLESTON, a municipal corporation organized and existing under the laws of the State of West Virginia in Kanawha County of said State (the "City"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the City hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20__, to and including _____ 1, 20__, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee of __% (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20__, as set forth on said EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear interest at a rate of ___% per annum. Principal and interest installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the City, the Authority and the DEP, dated _____, 2020.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing sewerage system of the City (the "Project"); and (ii) to pay certain costs of issuance of the Bonds and related costs. The existing sewerage system of the City, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted

by the City on _____, 2020, as supplemented by a Supplemental Resolution duly adopted by the City on _____, 2020 (the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE CITY'S: $1,912,194 SEWER REVENUE BONDS, SERIES 1989 A, DATED MARCH 21, 1989 (THE "SERIES 1989 A BONDS"); $829,856 SEWER REVENUE BONDS, SERIES 1989 C, DATED NOVEMBER 21, 1989 (THE "SERIES 1989 C BONDS"); $686,229 SEWERAGE SYSTEM REVENUE BONDS, 1999 SERIES A, DATED JUNE 22, 1999 (THE "SERIES 1999 A BONDS"); $823,741 SEWERAGE SYSTEM REVENUE BONDS, 2001 SERIES B, DATED MAY 22, 2001 (THE "SERIES 2001 B BONDS"); $9,835,120 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2004 A, DATED MARCH 23, 2004 (THE "SERIES 2004 A BONDS"); $36,617,310 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A, DATED MAY 5, 2005 (THE "SERIES 2005 A BONDS"); $9,000,000 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2008 A, DATED JUNE 26, 2008 (THE "SERIES 2008 A BONDS"); $25,877,009 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2011 A, DATED DECEMBER 13, 2011 (THE "SERIES 2011 A BONDS"); $11,613,300 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 A, DATED MARCH 27, 2013 (THE "SERIES 2013 A BONDS"); $13,145,000 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016 A, DATED SEPTEMBER 22, 2016 (THE "SERIES 2016 A BONDS"); AND SENIOR TO THE CITY'S $283,458 SUPPLEMENTAL SEWER REVENUE BONDS, SERIES 1989 B, DATED MARCH 21, 1989 (THE "SERIES 1989 B BONDS"); $123,015 SUPPLEMENTAL SEWER REVENUE BONDS, SERIES 1989 D, DATED NOVEMBER 21, 1989 (THE "SERIES 1989 D BONDS"); $132,072 SEWERAGE SYSTEM REVENUE BONDS, 1999 SERIES B, DATED JUNE 22, 1999 (THE "SERIES 1999 B BONDS"); $30,492 SEWERAGE SYSTEM REVENUE BONDS, 2001 SERIES C, DATED MAY 22, 2001 (THE "SERIES 2001 C BONDS"); AND $1,822,690 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 B-1, DATED MAY 5, 2005 (THE "SERIES 2005 B-1 BONDS").

The Series 1989 A Bonds, the Series 1989 C Bonds, the Series 1998 A Bonds, the Series 1999 A Bonds, the Series 2001 B Bonds, the Series 2004 A Bonds, the Series 2005 A Bonds, the Series 2008 A Bonds, the Series 2011 A Bonds, the Series 2013 A Bonds and the Series 2016 A Bonds are collectively referred to as the "First Lien Bonds." The Series 1989 B Bonds, the Series 1989 D Bonds, the Series 1999 B Bonds, the Series 2001 C Bonds, and the Series 2005 B-1 Bonds are collectively referred to as the "Second Lien Bonds," which are subordinate and junior to the First Lien Bonds and the Bonds. The First Lien Bonds and the Second Lien Bonds are collectively referred to as the "Prior Bonds."

This Bond is payable only from and secured by a pledge of the Net Revenues to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the First Lien Bonds, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2020 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on

all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions or limitations, nor shall the City be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2020 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the City has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Bonds, including the Prior Bonds. The City has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of [United Bank], Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to the payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the City, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the City for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, THE CITY OF CHARLESTON has caused this Bond to be signed by its Mayor and its corporate seal, if any, to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2020 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2020.

[_____],
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
$		$	
TOTAL		$_____	

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said City with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.09. Sale of Bonds; Approval and Ratification of Execution of Bond Purchase Agreement. The Series 2020 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Bond Purchase Agreement. If not so authorized by previous resolution, the Mayor is specifically authorized and directed to execute the Bond Purchase Agreement in the form attached hereto as "EXHIBIT A" and made a part hereof, and the City Clerk is directed to affix the seal of the City, attest the same and deliver the Bond Purchase Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Bond Purchase Agreement, including all schedules and exhibits attached thereto, is hereby approved and incorporated into this Bond Legislation.

Section 3.10. Bonds are Issued as Parity Bonds. The Series 2020 A Bonds are issued as and shall constitute additional Parity Bonds in accordance with the Prior Ordinances. Prior to the issuance of the Series 2020 A Bonds, the following must occur:

A. The City must receive the written consent of the Authority for the issuance of parity bonds.

B. The coverage and parity requirements of the Prior Ordinances must be satisfied.

C. The Series 2020 A Bonds shall not be issued unless all the payments into the respective funds and accounts provided for in the Prior Ordinances on account of the Prior Bonds and any other payments provided for in the Prior Ordinances, shall have been made in full as required to the date of delivery of the Bonds.

Section 3.11. Persons Treated as Owners. The City, the Registrar, the Paying Agent and any agent of the City, the Registrar or the Paying Agent may treat the person in whose name any Bond is registered as the Registered Owner of such Series 2020 A Bond for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, whether or not such Series 2020 A Bond is overdue.

Section 3.12. Delivery of Bonds. The City shall execute and deliver the Series 2020 A Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2020 A Bonds to the original purchaser upon receipt of the documents set forth below:

(A) (1) If other than the Authority, a list of the names in which the Series 2020 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;

(B) A request and authorization to the Registrar on behalf of the City, signed by an Authorized Officer, to authenticate and deliver the Series 2020 A Bonds to the original purchaser;

(C) Copies of this Ordinance and the Supplemental Resolution certified by the City Clerk; and

(D) The unqualified approving opinion of Bond Counsel regarding the Series 2020 A Bonds.

ARTICLE IV
APPLICATION OF BOND PROCEEDS; FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 4.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created (or continued) and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the City and from each other:

(1) Revenue Fund;

(2) Renewal and Replacement Fund; and

(3) Series 2020 A Bonds Construction Trust Fund.

Section 4.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the City and from each other:

(1) Prior Bonds Sinking Funds (established by Prior Ordinances);

(2) Prior Bonds Reserve Accounts (established by Prior Ordinances);

(3) Series 2020 A Bonds Sinking Fund; and

(4) Series 2020 A Bonds Reserve Account.

Section 4.03. Application of Bond Proceeds. Upon the issuance and delivery of the Series 2020 A Bonds, the City shall forthwith deposit the proceeds thereof as follows:

1. All interest accrued, if any, on the Series 2020 A Bonds from the date thereof to the date of delivery thereof shall be deposited in the Series 2020 A Bonds Sinking Fund and applied to payment of interest on the Series 2020 A Bonds at the first interest payment date.

2. An amount of the proceeds of the Series 2020 A Bonds equal to the amount, if any, set forth in the Supplemental Resolution shall be remitted to the Bond Commission for deposit in the Series 2020 A Bonds Reserve Account; provided, that to the extent the Series 2020 A Bonds Reserve Requirement is satisfied in whole or in part from a municipal bond debt serve reserve insurance policy, letter of credit, surety bond or other credit facility, proceeds of the Series 2020 A Bonds shall be deposited in the Series 2020 A Bonds Reserve Account only to the extent needed to satisfy the balance of the Series 2020 A Bonds Reserve Requirement.

3. The balance of Series 2020 A Bonds proceeds, if any, shall be deposited in the Series 2020 A Bonds Construction Fund and disbursed as provided in Section 4.04 hereof.

Section 4.04. Disbursements From the Bond Construction Trust Fund. Except as provided in Section 4.03 hereof, disbursements from the Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Sanitary Board of the following:

A certificate, signed by the general manager of the Sanitary Board and the Consulting Engineers, stating that:

(A) None of the items for which the payment is proposed to be made has formed the basis for any disbursements theretofore made;

(B) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;

(C) Each of such costs has been otherwise properly incurred; and

(D) Payment for each of the items proposed is then due and owing.

Pending such application, moneys in the Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the City.

Section 4.05. Funds and Accounts; Flow of Funds. Following the monthly payment of Operating Expenses, the City shall make monthly payments to the Commission for the Prior Bonds as required under the Prior Ordinances. The monthly payments to the Commission for the Series 2020 A Bonds shall be as follows:

(1) Simultaneously with the interest payments made pursuant to the Ordinance and the Prior Ordinances with respect to the First Lien Bonds, the City shall also deposit with the Commission in the Series 2020 A Bonds Sinking Fund on the first day of each month, commencing 4 months prior to the first interest payment date of the Bonds, an amount equal to 1/3rd of the amount of interest which will become due on the Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2020 A Bonds Sinking Fund and the next quarterly interest payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(2) Simultaneously with the principal payments made pursuant to the Ordinance and the Prior Ordinances with respect to the First Lien Bonds, the City shall also deposit with the Commission in the Series 2020 A Bonds Sinking Fund on the first day of each month, commencing 4 months prior to the first principal payment date of the Bonds, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Bonds on the next ensuing principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2020 A Bonds Sinking Fund and the next principal payment

date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next annual or quarterly principal payment date, the required amount of principal coming due on such date.

(3) Simultaneously with the reserve account payments made pursuant to the Ordinance and the Prior Ordinances with respect to the First Lien Bonds, the City shall also deposit with the Commission in the Series 2020 A Bonds Reserve Account, if not fully funded upon issuance of the Bonds, on the first day of each month, commencing on the date provided in the Supplemental Resolution, an amount equal to 1/120th of the Series 2020 A Bonds Reserve Requirement, until the amount in the Series 2020 A Bonds Reserve Account equals the Series 2020 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2020 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2020 A Bonds Reserve Requirement.

(4) The City shall next make the interest payments pursuant to the Ordinance and the Prior Ordinances with respect to the Second Lien Bonds.

(5) The City shall next make the principal payments pursuant to the Ordinance and the Prior Ordinances with respect to the Second Lien Bonds.

(6) The City shall next make the reserve account payments made pursuant to the Ordinance and the Prior Ordinances with respect to the Second Lien Bonds.

(7) The City shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, an amount equal to 2 1/2% of the Gross Revenues each month (as previously set forth in the Prior Ordinances and not in addition thereto), exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the City or of the Depository Bank and shall be invested and reinvested in accordance with the Ordinance. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, or improvements or extensions to the System; provided that, any deficiencies in any Reserve Account, except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof, shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

Moneys in the respective Sinking Funds shall be used only for the purposes of paying principal of and interest on the respective series of Bonds as the same shall become due. Moneys in the respective Reserve Accounts shall be used only for the purposes of paying principal of and interest on the respective series of Bonds as the same shall become due, when other moneys in the respective Sinking Funds are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the respective Reserve Accounts shall be transferred, not less than once each year, to the Bonds Construction Trust Fund prior to completion of the Project and thereafter, to the respective Sinking Funds.

Any withdrawals from the respective Reserve Accounts which result in a reduction in the balance therein to below the applicable reserve requirement shall be subsequently restored from the first Net Revenues available after all required payments to the respective Sinking Funds for payment of debt service on the Bonds have been made in full.

Moneys in the Sinking Funds and the Reserve Accounts shall be invested and reinvested by the Commission in accordance with Section 4.04 hereof.

If, on any monthly payment date, the revenues are insufficient to place the required amount in any of the funds or accounts as provided herein and in the Prior Ordinances, the deficiency shall be made up in subsequent payments, in addition to the payments which would otherwise be required to be made into the funds and accounts on subsequent payment dates.

Interest, principal or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the First Lien Bonds and the Bonds and thereafter, with respect to the Second Lien Bonds, in accordance with the respective principal amounts then Outstanding.

The City shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve account payments.

Except as provided above and in the Supplemental Resolution, all sinking fund, reserve account, and renewal and replacement fund payments shall remain as governed by the Prior Ordinances.

The Gross Revenues of the System shall only be used for purposes of the System.

Section 4.06. Investments. Any moneys held as a part of the funds and accounts created by this Ordinance, other than the Revenue Fund, shall be invested and reinvested by the Commission, the Depository Bank or such other bank or national banking association holding such fund or account, as the case may be, at the direction of the City in any Qualified Investments to the fullest extent possible under applicable laws, this Ordinance, the Prior Ordinances, the need for such moneys for the purposes set forth herein and the specified restrictions and provisions set forth in this Section 4.06.

Except as provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount. The Commission, the Depository Bank or such other bank or national banking association, as the case may be, shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss of such liquidation. The Depository

Bank or such other bank or national banking association may make any and all investments permitted by this section through its own investment or trust department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The following specific provisions shall apply with respect to any investments made under this section (unless otherwise required by the Bond Insurer and as set forth in the Supplemental Resolution):

(A) Qualified Investments acquired for the Series 2020 A Bonds Reserve Account shall mature or be subject to retirement at the option of the holder within not more than 5 years from the date of such investment.

(B) The City, through the Board, shall, or shall cause the Bond Commission to, annually transfer from the Series 2020 A Bonds Reserve Account, during construction to the Construction Fund and thereafter to the Sinking Fund any earnings on the monies deposited therein and any other funds in excess of the Series 2020 A Bonds Reserve Requirement; provided, however, that there shall at all times remain on deposit in the Series 2020 A Bonds Reserve Account an amount at least equal to the Reserve Requirement for the Series 2020 A Bonds as set forth in the Supplemental Resolution.

(C) In computing the amount in any fund or account, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. Valuation of all funds and accounts shall occur annually, except in the event of a withdrawal from the Series 2020 A Bonds Reserve Account, whereupon it shall be valued immediately after such withdrawal. If amounts on deposit in the Series 2020 A Bonds Reserve Account shall, at any time, be less than the applicable Series 2020 A Bonds Reserve Requirement, the Bond Insurer, if any, shall be notified immediately of such deficiency, and such deficiency shall be made up from the first available Gross Revenues after required deposits to the Sinking Fund and otherwise in accordance with Section 4.03(3).

(D) All amounts representing accrued and capitalized interest shall be held by the Bond Commission, pledged solely to the payment of interest on the Series 2020 A Bonds, as appropriate, and invested only in Government Obligations maturing at such times and in such amounts as are necessary to match the interest payments to which they are pledged.

(E) Notwithstanding the foregoing, all monies deposited in the Series 2020 A Bonds Sinking Fund may be invested by the Bond Commission in the West Virginia "consolidated fund" managed by the West Virginia Investment Management Board pursuant to Chapter 12, Article 6C of the Code of West Virginia, 1931, as amended.

ARTICLE V
DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on the Series 2020 A Bonds; or

(2) If default occurs in the City's observance of any of the covenants, agreements or conditions on its part relating to the Series 2020 A Bonds set forth in this Ordinance, any supplemental resolution or in the Series 2020 A Bonds, and such default shall have continued for a period of 30 days after the City shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Registered Owner of a Bond; or

(3) If the City files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America; or

(4) If an Event of Default occurs with respect to the Prior Bonds or the Prior Ordinances.

Section 5.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Series 2020 A Bond or any Bond Insurer if the Series 2020 A Bonds are insured may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the City to perform its duties under the Act and the Ordinance relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds; (iv) by action at law or bill in equity require the City to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Ordinance with respect to the Series 2020 A Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2020 A Bonds shall be on a parity with those of the Registered Owners of the First Lien Bonds and senior and prior to those of the Registered Owners of the Second Lien Bonds.

Section 5.03. Appointment of Receiver. Any Registered Owner of a Series 2020 A Bond or any Bond Insurer if the Series 2020 A Bonds are insured may, by proper legal action, compel the performance of the duties of the City under the Ordinance and the Act, including, the completion of the Project and the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to the Bonds, any Registered Owner of a Series 2020 A Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the City, with the power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Ordinance and the Act.

The receiver so appointed shall forthwith, directly or by his or her or its agents and attorneys, enter into and upon and take possession of all facilities of the System and shall hold, operate and maintain, manage and control such facilities, and each and every part thereof, and in the name of the City exercise all the rights and powers of the City with respect to said facilities as the City itself might exercise.

Whenever all that is due upon the Series 2020 A Bonds and interest thereon and under any covenants of this Ordinance for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Ordinance shall have been cured and made good, possession of the System shall be surrendered to the City upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of any Bonds shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the City and for the joint protection and benefit of the City and Registered Owners of the Series 2020 A Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the completion of the Project and the possession, operation and maintenance of the System for the sole purpose of the protection of both the City and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Ordinance, and the title to and ownership of the System shall remain in the City, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE VI
ADDITIONAL COVENANTS OF THE CITY

All the covenants, agreements and provisions of the Prior Ordinances shall remain in full force and effect as long as the Prior Bonds and the Series 2020 A Bonds are outstanding and shall apply to the Series 2020 A Bonds as if fully set out herein. The following covenants are supplemental and in addition to the covenants set forth in the Prior Ordinances

Section 6.01. Bonds not to be Indebtedness of the City. The Series 2020 A Bonds shall not be nor constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged

for such payment by this Bond Legislation. No Registered Owner of the Series 2020 A Bonds shall ever have the right to compel the exercise of the taxing power of the City to pay the Series 2020 A Bonds or the interest thereon.

Section 6.02. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Bonds. The payments required by the Series 2020 A Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with the lien of such Net Revenues in favor of the Holders of the First Lien Bonds and senior to the lien of the Second Lien Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2020 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 6.03. Initial Schedule of Rates and Charges. The City has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and shall provide an opinion of counsel to the City of such effect. Such rates and charges shall be sufficient to comply with the requirements of the Bond Purchase Agreement and the City shall supply a certificate of certified public accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the City duly enacted on November 16, 2015, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2020 A Bonds are outstanding, the City covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Bond Purchase Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Series 2020 A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Bond Purchase Agreement, the City hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Bond Purchase Agreement.

The City shall diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid when due, shall become a lien on the premises

served by the System. The City further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System, and any services and facilities of the water system, if so owned by the City, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law. If the waterworks facilities are not owned by the City, the City will, to the extent allowed by law, use diligent efforts to enter into a termination agreement with the provider of such water, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

Section 6.04. Sale of the System. So long as the Series 2020 A Bonds and the Prior Bonds are outstanding and except as otherwise required by law or with the written consent of the DEP and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2020 A Bonds, immediately be remitted to the Commission for deposit in the Renewal and Replacement Fund, and, with the written permission of the DEP and the Authority, or in the event the Authority is no longer a Bondholder, the City shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2020 A Bonds. Any balance remaining after the payment of the Series 2020 A Bonds and interest, if any, thereon shall be remitted to the City by the Commission unless necessary for the payment of other obligations of the City payable out of the revenues of the System.

The foregoing provision notwithstanding, the City shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the City shall, by resolution duly adopted, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the City shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amount required to be paid into said fund by other provisions of this Bond Legislation. No sale,

lease or other disposition of the properties of the System shall be made by the City if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The City shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 6.05. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 6.05 and Section 6.06 hereof, the City shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2020 A Bonds. All obligations issued by the City after the issuance of the Series 2020 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2020 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the City shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2020 A Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2020 A Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

The City shall give the DEP and the Authority prior written notice of its issuance of any other obligations to be used for the System, payable from the revenues of the System or from any grants, or any other obligations related to the Project or the System.

Section 6.06. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2020 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2020 A Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the design, acquisition or construction of additions extensions, improvements or betterments to the System or refunding any outstanding Bonds, or both such purposes.

No Parity Bonds shall be issued at any time, unless there has been procured and filed with the City Clerk a written statement by the Independent Certified Public Accountants,

reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Ordinance then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates adopted by the City, the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the City Clerk prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period herein above referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System adopted by the City, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond over any other. The City shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2020 A Bonds on such revenues. The City shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior

to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2020 A Bonds.

No Parity Bonds shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Bond Legislation with respect to the Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of delivery of the Parity Bonds, and the City then be in full compliance with all the covenants, agreements and terms of this Bond Legislation.

Section 6.07. Books; Records and Audit. The City shall keep complete and accurate records of the cost of the Project. The City shall permit the DEP and the Authority, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The City shall submit to the DEP and the Authority such documents and information as they may reasonably require in connection with the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The City shall permit the DEP and the Authority, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of the Project, or, at any reasonable time following commencement of the Project.

The City will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the City relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the City. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Governing Body. The Governing Body shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Governing Body shall be reported to such agent of the City as the Governing Body shall direct.

The City shall file with the DEP, the Authority, or any other original purchaser of the Series 2020 A Bonds, and shall mail in each year to any Holder or Holders of the Series 2020 A Bonds, requesting the same, an annual report containing the following:

(A) A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.

(B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation, and the status of all said funds and accounts.

(C) The amount of any Bonds, notes or other obligations outstanding.

The City shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required, in compliance with 2 CFR 200 Subpart F, or any successor thereto), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2020 A Bonds, and shall submit said report to the DEP and the Authority, or any other original purchaser of the Series 2020 A Bonds. Such audit report submitted to the DEP and the Authority shall include a statement that the City is in compliance with the terms and provisions of the Act, the Bond Purchase Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the City's Operating Expenses and debt service and reserve requirements.

The City shall permit the DEP and the Authority, or their agents and representatives, to enter and inspect the System at all reasonable times. Prior to, during and after completion of the Project, the City shall also provide the DEP and the Authority, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the DEP and the Authority with respect to the System pursuant to the Act.

The City shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in EXHIBIT E of the Bond Purchase Agreement for the Series 2020 A Bonds or as promulgated from time to time.

Section 6.08. Coverage Requirement. Prior to the issuance of the Series 2020 A Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the City Clerk, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the City hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2020 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2020 A Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 2020 A Bonds Reserve Account and the reserve accounts for obligations on a parity with or junior to the Series 2020 A Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2020 A Bonds and all

other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2020 A Bonds, including the Prior Bonds. In any event, the City shall not reduce the rates or charges for services described in Section 6.03.

Section 6.09. Operating Budget and Monthly Financial Report. The City shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the DEP and the Authority within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the City shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a professional engineer that such increased expenditures are necessary for the continued operation of the System. The City shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the DEP and the Authority and to any Holder of any Bonds, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the DEP and the Authority and to any Holder of any Bonds, or anyone acting for and on behalf of such Holder of any Bonds.

Commencing on the date the Contract is executed for the Project and for two years following the completion of the Project, the City shall each month complete a "Monthly Financial Report," a form of which is attached to the respective Bond Purchase Agreements, and forward a copy of such report to the DEP and the Authority by the 10th day of each month.

Section 6.10. Engineering Services and Operating Personnel. The City will obtain a certificate of the Consulting Engineers in the form attached to the Bond Purchase Agreement, stating, among other things, that the funding plan as submitted to the DEP and the Authority is sufficient to pay the costs of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

The City shall employ qualified operating personnel properly certified by the State to operate the System during the entire term of the Bond Purchase Agreement.

Section 6.11. No Competing Franchise. To the extent legally allowable, the City will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 6.12. Enforcement of Collections. The City will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other

charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The City further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of any system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law. If the water or sewer facilities are not owned by the City, the City shall enter into a termination agreement with the water and sewer providers, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

Section 6.13. No Free Services. Except as required by law, the City will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the City, or any department, agency, instrumentality, officer or employee of the City shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the City and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 6.14. Insurance. The City hereby covenants and agrees that so long as the Bonds remain Outstanding, the City will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the City will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than $1,000,000 per occurrence to protect the City from claims for bodily injury and/or death and not less than $500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the City from claims arising out of operation or ownership of motor vehicles of or for the System.

(3) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR.

(4) FLOOD INSURANCE, if the facilities of the System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the City.

(5) BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the City.

(6) FIDELITY BONDS will be provided as to every officer, member and employee of the City or the Governing Body having custody of the revenues or of any other funds of the System, in an amount at least equal to the total funds in the custody of any such person at any one time.

The City shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract. The City shall verify such bonds prior to commencement of construction.

Section 6.15. Mandatory Connections. The mandatory use of the sewerage facilities portion of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the City and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the PSC, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the City and a public nuisance

which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 6.16. Completion and Operation of Project; Permits and Orders. The City will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards. The City shall take all steps to properly operate and maintain the System and make the necessary replacements due to normal wear and tear so long as the Series 2020 A Bonds are outstanding.

The City has obtained all permits required by State and federal laws for the acquisition and construction of the Project and all orders and approvals required by State law and the Council necessary for acquisition and construction of the Project, the operation of the System and all approvals for issuance of the Series 2020 A Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the City shall provide an opinion of counsel to such effect.

The City shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia.

Section 6.17. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2020 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2020 A Bonds and shall be on a parity with the First Lien Bonds and senior to the lien of the Second Lien Bonds.

Section 6.18. Compliance With Bond Purchase Agreement and Law. The City hereby covenants and agrees to perform, satisfy and comply with all terms, conditions and requirements of the Bond Purchase Agreement and all applicable laws, rules and regulations issued by the Authority, or other State, federal or local bodies in regard to the construction of the Project and operation, maintenance and use of the System.

Section 6.19. Tax Covenants. The City hereby further covenants and agrees as follows:

A. PUBLIC PURPOSE BONDS. The City shall use the Series 2020 A Bond proceeds solely for the Project and as otherwise set forth herein, and the Project will be operated solely as a public purpose and as local governmental activity of the City.

B. PRIVATE ACTIVITY BOND COVENANT. The City shall not permit at any time or times any of the proceeds of the Series 2020 A Bonds or any other funds of the City to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from the treatment afforded by Section 103(a) of the Code by reason of the classification of the Bonds as "private activity bonds" within the meaning of the Code. The City will take all actions necessary to comply with the Code in order to assure the tax-exempt status of the Series 2020 A Bonds.

C. PRIVATE BUSINESS USE LIMITATION. The City shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2020 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on such Series 2020 A Bonds during the term thereof is, under the terms of such Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the City, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2020 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2020 A Bonds during the terms thereof is, under the terms of such Series 2020 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2020 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the System, or if the Series 2020 A Bonds are for the purpose of financing more than one project, a portion of the System, and shall not exceed the proceeds used for the governmental use of that portion of the System to which such Private Business Use is related. All of the foregoing shall be determined as provided for in the Code.

D. PRIVATE LOAN LIMITATION. The City shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2020 A Bonds or $5,000,000 is used, directly or indirectly, to make or finance a loan (other than loan constituting Nonpurpose Investments) to persons other than state or local government units.

E. FEDERAL GUARANTEE PROHIBITION. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2020 A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

F. INFORMATION RETURN. The City shall file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2020 A Bonds, and the interest thereon, including, without limitation, the information return required under Section 149(e) of the Code.

G. FURTHER ACTIONS. The City shall take any and all actions that may be required of it (including those deemed necessary by the Authority) so that the interest on the Series 2020 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including those deemed necessary by the Authority) which would adversely affect such exclusion.

Section 6.20. Rebate Covenant. The City is a governmental unit with general taxing powers to finance operations of or facilities of the nature of the Project and the System. As covenanted above, the Series 2016 A Bonds are not private activity bonds within the meaning of

the Code, and ninety-five percent (95%) or more of the net proceeds (as defined in the Code) of the Series 2016 A Bonds will be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City). The City reasonably expects to expend the proceeds of the Series 2016 A Bonds within the time period that would provide an exception from the rebate requirements of Section 148(f) of the Code. Notwithstanding the foregoing, if the City is in fact subject to such rebate requirements, the City hereby covenants to rebate to the United States the amounts required by the Code and to take all steps necessary to make such rebates. In the event the City fails to make such rebates as required, the City shall pay any and all penalties and obtain a waiver from the Internal Revenue Service in order to maintain the tax-exempt status of interest on the Series 2016 A Bonds.

Section 6.21. Arbitrage. The City covenants that (i) it will restrict the use of the proceeds of the Series 2016 A Bonds in such manner and to such extent as may be necessary, so that such Series 2016 A Bonds will not constitute "arbitrage bonds" under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to such Bonds) so that the interest on the Series 2016 A Bonds will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 6.22. Tax Certificate and Rebate. The City shall deliver a certificate of arbitrage, a tax certificate or other similar certificate (the "Tax Certificate") to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of any series of Series 2016 A Bonds. In addition, the City covenants to comply with all Regulations from time to time in effect and applicable to the Series 2016 A Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Ordinance.

The City shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the City or the Board shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The City shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the City to be used for any lawful purpose of the System. The City shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be in time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason,

amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the City shall assure that such payments are made by the City to the United States, on a timely basis, from any funds lawfully available therefor. The City at its expense, may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the City may deem appropriate in order to assure compliance with this Section 6.11. The City shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 6.11 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the City fails to make such rebates as required, the City shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the City, at least once each year (or more often if reasonably requested by the City), a summary of such funds, accounts and investment earnings. The City shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Bonds are Outstanding and as long thereafter as necessary to comply with the Code and assure the exclusion of interest on the Bonds from gross income for federal income tax purposes.

The City shall submit to the Authority, if it is the Original Purchaser, within 15 days following the end of each Bond Year a certified copy of its rebate calculation and certificate with respect thereto or, if the City qualifies for the small governmental issue exception to rebate or any other exception therefrom, then the City shall submit to the Authority a certificate stating that it is exempt from such rebate provisions and that no event has occurred to its knowledge during the Bond Year which would make the Bonds subject to rebate. The City shall also furnish to the Authority, at any time, such additional information relating to rebate as may be reasonably requested by the Authority, including information with respect to earnings on all funds constituting "gross proceeds" of the Bonds (as such term "gross proceeds" is defined in the Code).

Section 6.23. Securities Laws Compliance. If required by the Supplemental Resolution the City will provide the Original Purchaser, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Original Purchaser may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240). The City will also deliver a continuing disclosure agreement or certificate in form acceptable to the Original Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as amended from time to time.

Section 6.24. Defeasance of Bonds. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of the Series 2020 A Bonds, the principal thereof, and redemption premium, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, then the pledge of Net Revenues and any other moneys and securities pledged under this Ordinance and all covenants, agreements and other obligations of the City to the Registered Owners shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the

exclusion of interest on the Series 2020 A Bonds from gross income for federal income tax purposes.

Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the respective principal of and interest on such Series 2020 A Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2020 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or an escrow trustee either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Commission or said escrow trustee at the same or earlier time shall be sufficient, to pay when due the principal of, any redemption premium on and interest due and to become due on said Series 2020 A Bonds on and prior to the maturity date thereof, or if the City irrevocably determines to redeem any of said Series 2020 A Bonds prior to the maturity thereof, on and prior to said redemption date. Neither securities nor moneys deposited with the Commission or an escrow trustee pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Series 2020 A Bonds; provided, that any cash received from such principal, redemption premium, if any, and interest payments on such securities deposited with the Commission or said escrow trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal of and redemption premium, if any, and interest to become due on said Series 2020 A Bonds on and prior to such maturity or redemption dates thereof, and interest earned from such reinvestments shall be paid over to the City as received by the Commission or said escrow trustee, free and clear of any trust, lien or pledge. For the purpose of this section, securities means and include only Government Obligations or such additional securities as shall be set forth in the Supplemental Resolution.

Section 6.25. Contracts. The City shall, simultaneously with the delivery of the Series 2020 A Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

Section 6.26. Continuing Disclosure Agreement. If required by the Supplemental Resolution, the City shall deliver a continuing disclosure agreement or certificate in form acceptable to the Original Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as it may be amended from time to time, and the City hereby instructs the Mayor and Sanitary Board to take all actions necessary for the City to comply with the continuing disclosure agreement and to make the filings with EMMA.

Section 6.27. Contracts; Change Orders, Public Releases.

A. The City shall, simultaneously with the delivery of the Series 2020 A Bonds or immediately thereafter, enter into contracts with the Consulting Engineer for the immediate acquisition and construction of the Project.

B. The City shall list the funding provided by the DEP and the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any ground breaking or dedication of the Project.

ARTICLE VII
REGISTRAR

Section 7.01. Appointment of Registrar. The Registrar for the Series 2020 A Bonds shall be appointed pursuant to the Supplemental Resolution. The City is hereby authorized and directed to enter into an agreement with the Registrar, the substantial form of which agreement is to be approved by Supplemental Resolution.

Section 7.02. Responsibilities of Registrar. The recitals of fact in the Series 2020 A Bonds shall be taken as statements of the City, and the Registrar shall not be responsible for their accuracy. The Registrar shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of any Series 2020 A Bonds by the City. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication and Registration on the Bonds. The Registrar and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Ordinance and any other duties and responsibilities incident thereto, all as provided by said agreement described above.

Section 7.03. Evidence on Which Registrar May Act. Except as otherwise provided herein, the Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. Whenever the Registrar shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the City, but in its discretion the Registrar may instead accept other evidence of such fact or matter.

Section 7.04. Compensation and Expenses. The City shall pay to the Registrar from time to time reasonable compensation for all services, including the transfer of registration of Series 2020 A Bonds, the first exchange of Bonds and the exchange of Bonds in the event of partial redemption, incurred in the performance of its duties hereunder.

Section 7.05. Certain Permitted Acts. The Registrar may become the owner of or may deal in Series 2020 A Bonds as fully and with the same rights it would have if it were not Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners or effect or aid in any

reorganization growing out of the enforcement of the Bonds or this Ordinance, whether or not any such committee shall represent the Registered Owners of a majority in principal amount of the Bonds Outstanding.

Section 7.06. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Ordinance by giving not less than 60 days' written notice to the City. A copy of such notice shall also be mailed to each Registered Owner. Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the City or the Registered Owners, in which event such resignation shall take effect immediately; provided that, in no event shall such resignation take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 7.07. Removal. The Registrar may be removed at any time by the City, the Bond Insurer or the Registered Owners of a majority in principal amount of the Series 2020 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly acknowledged by the City, by the Bond Insurer or by such Registered Owners or their attorneys duly authorized in writing and delivered to the City, the Bond Insurer or the Registered Owners, as the case may be. Copies of each such instrument shall be delivered by the City to the Registrar. Such removal shall take effect upon the date stated in such instrument; provided that, in no event shall such removal take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 7.08. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Registered Owners of a majority in principal amount of the Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Registered Owners or their attorneys duly authorized in writing and delivered to the City and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the City shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Registered Owners. A copy of such notice shall also be mailed to each Registered Owner of the Bonds. Any successor Registrar appointed by the City shall, immediately and without further act, be superseded by a Registrar appointed by such Registered Owners. If in a proper case no appointment of a successor Registrar shall be made within 45 days after the Registrar shall have given to the City written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Ordinance.

Section 7.09. Transfer of Rights and Property to Successor. Any predecessor Registrar shall pay over, assign and deliver any moneys, books and records held by it to its successor.

Section 7.10. Merger or Consolidation. Any company into which the Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, trust company or national banking association meeting the requirements set forth in Section 7.08 hereof.

Section 7.11. Adoption of Authentication. In case any of the Bonds shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver such Bonds so authenticated, and, in case any Series 2020 A Bonds shall have been prepared but not authenticated, any successor Registrar may authenticate such Series 2020 A Bonds in the name of the predecessor Registrar or in its own name.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Modification or Amendment. Prior to the issuance of the Series 2020 A Bonds, this Ordinance may be amended or supplemented in any way by a Supplemental Resolution. All provisions required by the Original Purchaser or the Bond Insurer, if any, shall be set forth in the Supplemental Resolution and to the extent they constitute an amendment or modification of this Ordinance, shall be controlling. Following issuance of the Series 2020 A Bonds, no material modification or amendment of this Ordinance or of any ordinance or resolution amendatory hereof or supplemental hereto which would materially and adversely affect the rights of Registered Owners shall be made without the consent in writing of the Registered Owners of the Series 2020 A Bonds then Outstanding and to be affected by said modification; provided, however, that no change shall be made in the maturity of any Series 2020 A Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the City to pay such principal and interest out of the Net Revenues of the System without the consent of the Registered Owner thereof. Notwithstanding the foregoing, this Ordinance may be amended without the consent of any Registered Owner as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest on the Bonds from gross income of the Registered Owners thereof.

Section 8.02. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2020 A Bonds.

Section 8.03. Repeal of Conflicting Ordinances. All ordinances, resolutions and orders, or parts thereof, other than the Prior Ordinances, in conflict with this Ordinance are, to the extent of such conflict, repealed.

Section 8.04. Covenant of Due Procedure. The City covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the final enactment and passage of this Ordinance do exist, have happened,

have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, the City Clerk and members of Council and the Sanitary Board were at all times when any actions in connection with this Ordinance occurred, and are, duly in office and duly qualified for such office.

Section 8.05. Statutory Notice and Public Hearing. Upon adoption hereof, the abstract of this Ordinance in the form set forth in Exhibit B attached hereto and incorporated herein by reference, shall be published once a week for two successive weeks, with at least 6 full days intervening between each publication, in the Charleston Gazette-Mail, a qualified newspaper published and of general circulation in The City of Charleston, together with a notice stating that this Ordinance has been adopted and that the City contemplates the issuance of the Bonds, and that any person interested may appear before the Council upon a certain date, not less than 10 days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the City for review by interested persons during office hours of the City. The Council hereby determines that the abstract contains sufficient information as to give notice of the contents hereof. At such hearing, all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper in the premises.

Section 8.06. Effective Date. This Ordinance shall take effect immediately following public hearing and final reading hereof.

[Remainder of page intentionally left blank]

CERTIFICATE OF TRUTH AND ACCURACY

I, the undersigned, as City Clerk of The City of Charleston, Kanawha County, West Virginia, do hereby certify that the foregoing document is a true and accurate copy of the official record of The City of Charleston, such records being in the custody of the undersigned and maintained at The City of Charleston, City Hall, Charleston, Kanawha County, West Virginia, and that the action taken by the Council in the foregoing document remains in full force and effect and has not been amended.

Dated this ___ day of _____, 2020.

_____
City Clerk

[SEAL]

EXHIBIT A

DESCRIPTION OF PROJECT

The Charleston Sanitary Board's Woodward Branch Project consists of two separate Phases and consists of work including the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to its existing sewerage system, including but not limited to, the replacement and or rehabilitation of existing sewers in the areas of: Phase 1: 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 Headley Drive); Woodhaven Drive; Woodpath Lane; and Wilmore Lane; and Phase 2: Larchmont Drive; Spring Drive; Thompson Circle; Ledge Hill Drive; an unnamed alley between Savary Drive and Zabel Drive; and streets intersecting Woodward Drive including Blackwell Drive; Savary Drive; Zabel Drive; and Diana Court; provided, that the work will further include all necessary appurtenances; further provided, that to the extent that funds remain available, extensions, additions, betterments and improvements to the remaining portion of the existing sewer system.

EXHIBIT B

THE CITY OF CHARLESTON, WEST VIRGINIA

NOTICE OF PUBLIC HEARING AND ABSTRACT OF BOND ORDINANCE

Notice is hereby given to any person interested that on _____, 2020, the Council of The City of Charleston, West Virginia (the "City") adopted an ordinance which, among other things:

1. Authorized the design, acquisition and construction of certain extensions, additions, betterments and improvements (the "Project") to the City's existing sewerage system (the "System"), the permanent financing of such costs thereof through the issuance of not more than $16,000,000 in aggregate principal amount of Sewerage System Revenue Bonds, in one or more series (the "Bonds").

2. Directed that the Bonds be issued in such principal amounts, not to exceed $16,000,000, bear interest at such rate or rates, not exceeding the then legal maximum rate, mature on such dates and in such amounts and be redeemable, in whole or in part, as prescribed in a supplemental resolution.

3. Directed the disposition of the System revenues; provided for the payment of operating expenses of the System and debt service on the Bonds; directed the creation of a sinking fund and a reserve account for the Bonds; and directed the creation of a bond construction trust fund and the disbursement of Bond proceeds.

4. Provided that the Bonds shall not be or constitute a corporate indebtedness of the City within the meaning of any statutory or constitutional limitations, but shall be payable solely from the Net Revenues of the System; pledged the Net Revenues of the System to payment of the Bonds and established the rights of the registered owners of the Bonds to such Net Revenues; and

5. Provided for insurance coverage on the Project and the System, enforcement of collection of fees, rates or other charges for the System and other covenants in favor of the registered owners; and established the events of default and the remedies of the registered owners.

The City contemplates the issuance of the Bonds described in, and under the conditions set forth in the Ordinance abstracted above. Any person interested may appear before the Council of The City of Charleston at a _____ meeting on _____, 2020, at _____ p.m., in the Council Chambers, City Hall, Charleston, West Virginia, and present protests and be heard as to whether the above-described Ordinance shall be put into effect.

A certified copy of the Ordinance as adopted by the Council of City on _____, 2020, is on file with the City Clerk for review by interested persons at the City Hall during regular office hours, to-wit: 8:00 a.m. to 4:00 p.m., Monday through Friday.

/s/_____
City Clerk of The City of Charleston, West Virginia

Bill No. 7863

Introduced in Council	Passed by Council
February 3, 2020	
Introduced by	Referred to
Mary Beth Hoover	**Municipal Planning Commission** **Planning, Streets, and Traffic**

Bill No. 7863 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by creating the Neighborhood Reinvestment Overlay Zoning District including provisions for residential density, parking, and development standards, containing all parcels of land as shown on the attached map included as Exhibit A, Charleston, West Virginia.

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

The Zoning Ordinance for the City of Charleston, West Virginia, effective January 1, 2006, as amended, by creating the Neighborhood Reinvestment Overlay District (NRO) and establishing rules related to the land uses and development standards permitted therein. The new provisions shall read as follows:

Sec. 21-010 Purpose

The purpose of overlay zoning districts is to allow the City to establish special land use regulations, standards, or procedures in areas with unique land use, site planning, building design, or environmental resource issues. Overlay zoning districts are also an appropriate mechanism to implement long-term goals and land use requirements of the City for a specific property, location, or to coordinate land use and design requirements unique to a large tract of land. Overlay zoning districts are intended to be applied only where special circumstances justify the modification of base zoning district regulations to achieve specific land use and design objectives.

In addition to the conventional zoning districts established by this ordinance, the following overlay districts are established:

A. Urban Renewal Overlay (UR)

B. Historic District Overlay (HD)

C. Neighborhood Conservation Overlay (NC)

D. Neighborhood Reinvestment Overlay District (NRO)

~~**Sec. 21-030-05 Application Requirements**~~

~~All applications for development and redevelopment activities of properties located within an Urban Renewal District, as approved by City Council, shall be initiated with the Charleston Urban Renewal Authority.~~

Sec.21-060 Neighborhood Reinvestment Overlay District (NRO)

Sec. 21-060-01 Purpose

The Neighborhood Reinvestment Overlay District seeks to uplift distressed communities where disinvestment has resulted in a concentration of dilapidated properties, vacant structures, and under-utilized land.

The NRO promotes vibrant and desirable urban neighborhoods by encouraging housing types ranging from small lot bungalows to duplexes and triplexes, and from townhouses to stacked apartments. This mix of housing types, referred to as the 'Missing Middle', bridges the gap between the available housing stock and shifting demographics. It responds to the growing demand for walkability in neighborhoods. And because 'Missing Middle' housing types are similar in form and scale to detached single-family homes, this approach to compatible infill can encourage socioeconomically diverse households.

'Missing Middle' housing does not represent a new type of building. Rather, it is a return to a range of housing types that were constructed in cities and towns across the United States in the 1920s through the 1940s. Examples of these building types still exist throughout Charleston's urban neighborhoods on the West Side flats and the East End. As young families fled densely populated areas for single family homes with ample yards in the suburbs after World War II, construction of these building types halted. A return to smaller dwelling units near public transit and a density that will support local businesses is necessary to attract and retain millennials and to serve an aging population.

Specifically, the NRO attempts to stimulate the economy and boost the housing market by:

1. Encouraging the development of a range of housing types that meet the needs of households of varying size and income levels while resisting concentrations of either the very poor or the very wealthy.
2. Concentrating development around public transportation routes to enhance mobility and offer opportunities for lower income households.

3. Increasing density to support neighborhood-serving main streets—commercial and mixed use areas where goods and services are available within walking distance of the majority of a neighborhood's residential units.
4. Creating opportunities for small-scale, neighborhood-based developers to invest in and revitalize their own communities.

To accomplish these goals, the NRO relaxes development standards like setback and parking requirements and permits increased density by allowing duplexes by right and concentrating higher density development on corner properties.

Sec. 21-060-02 Establishment of Neighborhood Reinvestment Overlay District

The Neighborhood Reinvestment Overlay District is hereby established as a district which overlays existing zoning districts, the extent and boundaries of which are as indicated on the official zoning map of the City of Charleston.

Sec. 21-060-03 Permitted Uses

1. Single family and duplex dwellings shall be permitted by right.
2. Accessory dwelling units are permitted by right as an accessory use to a single family dwelling, with the following conditions:
    a. ADUs must be clearly subordinate to the principal dwelling unit.
    b. ADUs must conform with all provisions for accessory structures contained in Sec. 3-080.
    c. No more than one ADU is permitted per single family dwelling and lot of record.
3. Triplexes and quadplexes shall be permitted by right on corner properties.

Sec. 21-060-04 Lot Provisions

Lot Size: There shall be no minimum lot size requirement.

Lot Frontage: The minimum lot frontage shall be 25 ft.

Sec. 21-060-05 Setback Requirements

The following setbacks shall be required for all principle structures.

1. Front Setback: All infill development and additions or modifications to existing structures shall respect the predominant building setback line. Where none exists, a minimum front setback of 10 ft shall apply on interior lots. On corner lots, there shall be no required front setback.
2. Minimum Side Setback: 3 ft; 0 ft for interior walls of a rowhouse/townhouse unit when subdivided.
3. Minimum Rear Setback: 10 ft; The rear setback exception, Sec. 21-020(F)(1), shall not apply in the NRO District.

Sec. 21-060-06 Parking

The following parking reductions shall apply:

1. For single family dwellings, accessory dwelling units, and duplex dwellings, no on-site parking shall be required.
2. For multi-family residential developments, one on-site parking space shall be required for each dwelling unit on the lot.
3. For the adaptive reuse of existing structures, there shall be no additional on-site parking required.
4. For new commercial developments, the on-site parking requirement shall be 50% of that required in Sec. 22-060-01 Parking Space Requirements.

Sec. 21-060-07 Performance Standards

The following performance standards shall apply:

1. All new residential construction shall have a front door facing the street.
2. A single building entrance shall provide access to no more than 2 dwelling units.
3. A front porch measuring at least 96 sq ft in area is required for all single family and duplex dwellings.

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

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

Exhibit A – Zoning Overlay Map