CITY OF CHARLESTON
West Virginia

Council Member – 12th WARD

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Finance Committee, Chair
Parking Committee, Chair
Public Safety Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, February 3, 2020
6:30 PM

I. <u>DISCUSSION:</u>

a. Approval of Previous Minutes 1-21-2020

b. Fiscal Year Financial Audit

II. <u>RESOLUTIONS:</u>

a. 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.

b. Resolution No. 284-20 - Approving Fiscal Year 2020 Budget Amendment No. 6.

c. Resolution No. 285-20 – Establishing Fund 019 - Tourism and Promotions Fund.

d. Resolution No. 286-20 – Establishing Fund 020 - Business Development and Economic Incentives Fund.

e. Resolution No. 287-20 – Establishing Fund 021 - Community Participation Grant Program Fund.

f. 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.

g. 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.

III. BILLS:

a. 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.

b. Bill No. 7861 Committee Substitute – Approving the Woodward Branch Sanitary Sewer Replacement and Rehabilitation Project.

c. 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.

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

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., JANUARY 21, 2020
A/V CONFERENCE ROOM

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., January 21, 2020, in the Audio/Visual Room in City Hall.

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

Joseph Jenkins, Chair
Brent Burton
Mary Beth Hoover
Shannon Snodgrass

I. DISCUSSION:

a. Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the January 6, 2020 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

II. RESOLUTIONS:

a. Resolution No. 278-20 - Authorizing settlement of pending disputed claims against the City by Charleston Fire Department employees and retirees related to compensation for holidays, as recommended by the City Solicitor.

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

   That the City Council hereby authorizes and approves the settlement of pending disputed claims against the City by Charleston Fire Department employees and retirees related to compensation for holidays in the amount of $1,700,000, as recommended by the City Solicitor, and set forth in the Master Settlement Agreement attached hereto as Exhibit A. The City Council authorizes the Mayor, City Manager, and City Solicitor to take all necessary steps to finalize resolution of the claims.

City Manager, Jonathan Storage, added that the Administration recently became aware that the City of Charleston has not been properly compensating certain members of the Fire Department for statutorily-mandated holiday time since 2011. The City was in full compliance with certain mandatory State Code provisions until 2011, which is the year a former City administration and City Council introduced and passed Bill No. 7506 to create the contradiction. Pursuant to W. Va. Code § 8-15-10a, "if any member of a paid fire department is required to work during a legal holiday . . . or if a legal holiday falls on a members' regular scheduled day off, he or she shall be allowed equal time off at such time as may be approved by the chief executive officer of the department under whom he or she serves, or, in the alternative, shall be paid at a rate not less than one and one-half times his or her regular rate of pay." Thus, state law requires the City to decide either to compensate firefighters with equal time off or pay wages at a rate no less than 1.5 times their regular rate of pay. Current City Code and applicable Fire Department policies conflict with state law. Current City Code § 54-105(b) authorizes shift duty firefighters only 12 hours of pay at their regular hourly rates (straight time). Current Fire Department policies echo this standard. City Code conflicts with state law because it does not authorize the City to compensate firefighters at a rate equal to 1.5 times their regular rate of pay, and City Code does not recognize the fact that a shift duty firefighter works a standard 24-hour shift. The Administration prioritized correcting this action and worked directly with representatives from Charleston Professional Firefighter's Local 317 to create an agreement and makes changes moving forward. The settlement agreement is the final product of months of collegial collaboration between the City and Local 317. If approved by this Committee and by Council, this matter will be fully resolved without the filing of any lawsuit. Mayor Goodwin has worked with Council President, Becky Ceperley, and our Finance Chair, Joe Jenkins, to introduce tonight a bill to correct the aberrant sections of our City Code addressing this topic. The Goodwin Administration acknowledges this mistake of the past and recognizes that our firefighters deserve to be paid fairly and in accordance with state law.

The total settlement amount is $1.7 million. Of that amount, $1.5 million will be paid as wages and $200,000 will be distributed as attorneys' fees. All firefighters have agreed to a self-imposed formula of distribution, which they consider to be fair and equitable.

Mayor Goodwin added thanked City Attorney, Kevin Baker, for the work that was put into this settlement.

Councilmember Snodgrass asked how the error occurred. Baker responded that the bill in 2011 made numerous changes. The litigation that went to the Supreme Court involved the accrual of sick leave, which the City won. In the case of the holiday accrual, there is a State statute stating how holiday pay can be accrued, which was not part of the Supreme Court litigation.

Councilmember Jenkins stated that he appreciates that the matter was allowed to be resolved before it went into any litigation. An administrative fix is currently in effect and a bill will be introduced that evening to amend the City Code.

Councilmember Hoover moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 278-20 approved.

FIREFIGHTERS LOCAL 317, as representative of all Charleston Fire Department professional firefighters and retirees,

Claimants,

v.

Pre-Suit Claims for misapplied past Holiday Pay
Claim Number: GC69-412-002019337843

THE CITY OF CHARLESTON, WEST VIRGINIA, a West Virginia municipal corporation.

MASTER SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS AGAINST THE CITY OF CHARLESTON

This Master Settlement Agreement ("Agreement") resolves a dispute between members and retirees of the Charleston Fire Department ("Claimants"), represented, for purposes of this Agreement, by the Charleston Professional Firefighters Local 317, and the City of Charleston ("City"), which employs or employed each Claimant. This Agreement outlines the history of the underlying dispute and the overall settlement of the dispute, as agreed to by the City and the Claimants' representatives. As indicated by the signatures at the bottom of this Agreement, the Claimants and City hereby agree as follows:

1. The West Virginia Legislature passed a law, codified at West Virginia Code § 8-15-10a, which was effective on June 6, 1976, that addressed how paid fire department members in West Virginia are to be compensated for official holidays.
2. That provision states, in relevant part, that "if any member of a paid fire department is required to work during a legal holiday … or if a legal holiday falls on the member's regular scheduled day off, he or she shall be allowed equal time off at such time as may be approved by the chief executive officer of the department under whom he or she serves or, in the alternative, shall be paid at a rate not less than one and one-half times his or her regular rate of pay[.]" W. Va. Code § 8-15-10a.
3. In 2004, the West Virginia Legislature amended this section of Code in order to clarify which holidays are impacted, add gender neutrality, and insert a proviso related to special elections of the County, but none of these changes are relevant to this settlement. Rather, for purposes of this settlement, the operative statutory language has been in place and unchanged since June 6, 1976.
4. In 1986, the Supreme Court of Appeals of West Virginia held that "[u]nder … W. Va. Code § 8-15-10a, … firefighters must be paid one and one-half times their regular rate of pay when they are required to work on a legal holiday or when such holiday falls on their regular scheduled day off, provided that they are not accorded equal time off." *Pullano v. Bluefield*. 176 W. Va. 198, 342 S.E.2d 164 (1986).
5. The statute and Court make clear that a firefighter is due either equal time off or payment at time and a half for every holiday, regardless of whether the holiday falls on a day they are required to work or on their regularly scheduled

day off, but that the determination as to whether the firefighter receives pay or equal time off rests solely with the municipality.

6. Prior to January 1, 2012, the City of Charleston's Municipal Code required firefighters on shift who work 16 hours on a holiday to be paid an extra day in addition to their regular pay for the holiday, while firefighters on shift who worked 8 hours or 0 hours on a holiday were given one day of equal time off. This method provided every firefighter with either one day of equal time off or at least time and a half pay for the holiday, which meets the statutory requirements.
7. On December 5, 2011, the Finance Committee recommended and the Charleston City Council passed Bill No. 7506, which made a number of changes to the way firefighters accrued leave, effective January 1, 2012.[1] See Exhibit 1 attached hereto.
8. Among the changes made by Bill No. 7506 was a change to the way firefighters were compensated for holiday pay, such that City Code now states: "Uniformed members on shift duty who are required to receive additional compensation for legal holidays under state law 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." See Charleston Municipal Code Sec. 54-105.
9. Bill No. 7506 was approved by City Council on a 26-2 vote.
10. The change to holiday pay compensation made in Bill No. 7506 resulted in shift firefighters being compensated as follows:
    a. Those who worked 16 hours on a holiday were paid 28 hours of straight time, which is the equivalent of 18 and two thirds hours at time and a half pay;
    b. Those who worked 8 hours on a holiday were paid 20 hours of straight time, which is equivalent to 13 and one third hours at time and a half pay; and
    c. Those who worked 0 hours on a holiday were paid 12 hours of straight time, which is equivalent to 8 hours at time and a half pay.
11. A firefighter duty shift with the City of Charleston is a 24-hour shift that begins and ends at 8:00 a.m., which means that the most a firefighter could work on any given holiday is 16 hours, but because the shifts are 24-hour shifts, each hour of the holiday is either a person's regular day off or regular work time.[2]

[1] Bill No. 7506 made numerous changes related to firefighter duty hours, overtime pay, annual leave accrual, sick leave accrual, personal contingency leave, holiday pay, and pay periods.

[2] Although there is an argument that a person who works 16 hours on a holiday should receive payment at time and a half only for that 16 hour shift in the past and not for the 8 hours of the holiday that fell on their regularly scheduled day off, this argument is faulty because by only paying a firefighter who worked the holiday based on the

12. The change to City Code made in December 2011, that was effective January 1, 2012, was inconsistent with state law. The City Manager and City Attorney at the time prepared or reviewed the bill and proffered to City Council that the changes were lawful and in the best interest of the City moving forward.

13. The December 2011 changes were made shortly after separate November 7, 2011 changes that modified the mathematical formula for calculating base pay consistent with the Fair Labor Standards Act, which caused some of the Claimants to bring a separate civil action against the City and the Charleston Fireman's Civil Service Commission. Following nearly three years of litigation in multiple venues, the Supreme Court of Appeals of West Virginia ultimately declared that the City of Charleston was permitted to change the formula for calculating overtime because there is no contractual obligation to use a particular formula as long as the City follows applicable law.

14. This Agreement does not create a contractual obligation on the part of the City for how compensation for holiday pay is made in the future, but rather the City is agreeing that it will follow state law regarding holiday pay and compensate the Claimants for the legal error associated with the 2011 change to the calculation of holiday pay.

15. The City, therefore, shall make an administrative change to assure that all shift-duty firefighters, regardless of whether they work on a holiday or not, are paid one and one half times their regular rate of pay for the 24 hours of each holiday beginning with Christmas Eve of 2019. This administrative change will remain in effect and the City will cause a bill to be introduced that will update City Code to provide specific direction on holiday pay compensation that is consistent with state law.

16. In order to address the back compensation issue, the City will provide a one-time sum of one million, seven hundred thousand dollars ($1,700,000.00), which is inclusive of all back wages, interest, penalties, attorneys fees, and all other general, consequential, punitive, or other damages that the Claimants could have potentially sought in any claim or litigation.

17. In exchange, the Claimants, through their representative, will submit a report detailing how the $1,700,000.00 shall be distributed along with individual releases—approved by the City—signed by each Claimant acknowledging that they RELEASE, ACQUIT, AND FOREVER DISCHARGE the City as well as its predecessors, successors, affiliated companies, and entities, agents, attorneys, managers, advisors, parents, subsidiaries, officers, directors, employees, spouses, children, dependents, heirs, and/or beneficiaries (collectively the "Releasees") of any and all claims, insurance claims, demands, allegations, suits, actions, and causes of action which in any manner relate to,

hours worked, that firefighter would not be properly compensated for the holiday hours that fell on their regularly scheduled day off. Furthermore, on a move-forward basis because the fire department could simply change its shift to run from midnight to midnight payment based on a 16-hour shift would immediately be in violation of the statute.

or arise from, the claim made by the Claimants against the City relating to compensation for holiday pay between 2012 and 2019, inclusive.

18. The Claimants, by their representative in this document, and in each individual release specifically understand, acknowledge and agree that the cash payment as set forth herein is received in full settlement and in satisfaction of any and all claims that the Claimants may now have or may hereafter have in the future against the Releasees, including, without limitation: claims for alleged negligence; alleged negligence *per se*; negligent infliction of emotional distress; violations of protocol or of established law; alleged nuisance; alleged violations of statutory duties or administrative regulations; any and all inconvenience, annoyance, aggravation, damages, costs, expenses, compensation, attorney's fees, pre-judgment and post-judgment interest; any and all other general or consequential damages; and any alleged damages arising under West Virginia law, federal law, or the law of any other state or any other judicial finding or legal theory recoverable under West Virginia law, federal law, or the law of any other state, including any and all unknown or unforeseen damages.

19. Releasees are not liable for any claims of subrogation or reimbursement pursuant to West Virginia Code §29-12A-13 and Foster v. City of Keyser, 501 S.E.2d 165 (W.Va. 1997), and by agreeing to settle this case, Releasees are not waiving their immunity from subrogation claims.

20. With the exception of any Claimants who are not members of the Claimants' representative, it shall be the responsibility of the Claimants' representative to provide an executed release for each Claimant to the City prior to payment disbursement.

21. All payment disbursements to individual Claimants will be made in a manner consistent with payroll payments, such that applicable taxes and pension contributions are withheld and any required matching payments by the City are made.

22. It is further specifically understood, acknowledged and agreed by the Parties that this Master Settlement Agreement does not constitute an admission of liability by any of the Releasees, but is made as a compromise in settlement of a disputed claim in an effort to provide fair compensation to the Claimants and finality for all involved, and the aforesaid payment is not, in any way, to be construed as an admission of liability, which is expressly denied.

23. The Claimants do hereby expressly warrant and agree that they will never maintain or assert further claims, suits, or other action against the Releasees for any matter arising out of or related to holiday pay compensation between 2012 and 2019, inclusive.

24. The Claimants' representative expressly warrants and represents that before executing this Agreement, they have read and reviewed it with counsel and further warrant and represent that the full contents of this Agreement have been fully explained to the Claimants' representative by counsel. The Claimants' representative further warrants that

the terms of this Agreement are contractual in nature with respect to the back compensation and associated releases and not a mere recital.

25. This Agreement contains the entire Agreement between the Parties, provided that additional individual releases will be submitted pursuant to the terms of this Agreement, and any modifications to this Agreement shall be made in writing and signed by the undersigned.

By the signatures below, the Parties hereby agree to the terms of this Agreement.

CHARLESTON PROFESSIONAL FIREFIGHTERS LOCAL 317, as representative of all Charleston Fire Department professional firefighters and retirees	THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation
By:_______________________________	By:_______________________________
Its:_______________________________	Its:_______________________________
Date:_____________________________	Date:_____________________________

b. Resolution No. 279-20 - Authorizing the Chief of Police and the Charleston Police Department to enter into a Memorandum of Understanding and a Cost Reimbursement

Agreement with the United States Federal Bureau of Investigation setting forth the responsibilities of the Southern West Virginia Transnational Organized Crime Western Hemisphere Task Force and authorizing reimbursement of overtime expenses for Charleston officers on the task force.

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

That the City Council authorizes the Chief of Police and the Charleston Police Department to enter into a Memorandum of Understanding and a Cost Reimbursement Agreement with the United States Federal Bureau of Investigation setting forth the responsibilities of the Southern West Virginia Transnational Organized Crime Western Hemisphere Task Force and authorizing reimbursement of overtime for Charleston officers on the task force.

Storage added that the Charleston Police Department frequently has occasion to partner with federal law enforcement agencies in the furtherance of our common mission to protect and serve our community through collaborative efforts. The FBI has proposed to partner with CPD to combat organized crime through a taskforce, known as the Southern West Virginia Transnational Organized Crime Western Hemisphere Task Force. The FBI will reimburse CPD for overtime expenses incurred by officers while serving on the task force. The specific work of the task force cannot be publicly discussed. However, the general terms and conditions of the MOU will require CPD officers to follow standard FBI policies and procedures while serving on the task force.

Councilmember Jenkins asked approximately how many officers are assigned to the task force. Chief of Police, Opie Smith replied there will be one full-time officer assigned to the task force.

Councilmember Hoover moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution No. 279-20 approved.

c. Resolution No. 280-20 - Authorizing the Mayor or City Manager to enter into a contract with Endless Summer Aquatics Inc. in the amount of $60,500 for the purchase and installation of pool equipment for the North Charleston Community Center. The purchase price was determined through a competitive bidding process.

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 Endless Summer Aquatics Inc. in the amount of $60,500 for the purchase and installation of pool equipment for the North Charleston Community Center. The purchase price was determined through a competitive bidding process.

Storage added that on January 14, 2020, the City Manager's Office received bids for the purchase and installation of pool-related equipment for the North Charleston Community Center pool. One bid was received, which was from Endless Summer Aquatics, Inc., of Lorton, Virginia. The bid amount is $60,500, with service to be performed within 56 days of contracting. While only one bid was received, this single bid is well within cost estimates for the project. Considering the need to have the pool proper working order for the upcoming summer season and considering the proposed cost fits within budget estimates for the project, the Administration recommends acceptance of the bid.

Councilmember Snodgrass moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution No. 280-20 approved.

Purchase and Installation for Commercial Swimming Pool Equipment for North Charleston Recreation Center Pool

Project No. 2019-004

Bid Opening: January 14, 2020 @ 10:30am

	Endless Summer Aquatics Inc		
	7207-C Lockport Place		
	Lorton, VA 22079		
	P: (703) 955-0835		
	rick@endlessummeraquatics.com		
Project Total	$60,500.00		
Project Completion	56 days		
Bidder Recommended for Award	✓		

d. Resolution No. 281-20 - Authorizing approval of Amendment No. 5 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. 5 in the FY 2019-2020 General Fund Budget as indicated on the attached list of accounts is approved.

Storage added that the budget amendment represents the appropriation of funds from 2 sources: the unassigned fund balance and proceeds from the water settlement case involving the Freedom Industries chemical leak of 2014.

- Unassigned Fund Balance - The unassigned fund balance is the amount of money carried over from the previous fiscal year that has not been appropriated in the current fiscal year. The amount reflects money not spent in the General Fund that was otherwise budgeted for in the previous fiscal year. Unassigned fund balances may be large or small depending on the amount of City spending. Balances may accumulate when the following conditions arise: budgeted-for positions are left vacant, overtime costs are reduced by department, purchases of services and commodities are cheaper than originally expected due to policy changes and increased competition, anticipated large purchases in the previous year are deferred and when frivolous spending is eliminated. The unassigned fund balance for the close of the 2019 Fiscal Year is $4,574,734. The amendment allocates this balance to various accounts for both use in the current fiscal year and accounts designed for saving for particular uses. The unassigned fund balance represents one-time money and should not be used to create new, ongoing expenses for the city, such as salary increases.
  - $200,000 will be transferred to the City Collector to mainly implement the Independent Hearing Examiner to oversee tax appeals.
  - $200,000 will be transferred to the Legal Fund for the payment of attorney costs related to the CFD settlement.
  - Building Commission will receive $185,000 to increase their demolition budget to be spent by the close of the current fiscal year.
  - $450,000 will be transferred to the IT Infrastructure Fund for an upgrade to the Revenue Tracking System.
  - $388,182 will be transferred to the Municipal Stabilization Fund, otherwise known as the Rainy-Day Fund.
  - $624,734 will be transferred to the CSF Capital Projects Fund. $400,00 will be funding the replacement of the Kanawha Boulevard lamp posts. $224,000 will go to the Spring Paving Budget.
  - $250,00 will go the Land Reuse Agency Fund.
  - $200,000 will go to the Contingency Fund to allow for unexpected expenses.
  - 1.5 million will go to the CFD Settlement. The increase in Fire Uniform Salaries and Wages is to compensate for the correction of the CFD holiday accrual, as

well as the FICA and Fire Pensions.
  - $15,000 will go to Refuse & Recycling to focus on recycling education, such as stickers for bins.
  - $50,000 will go to additional body cameras for the Police Department.
  - Transfer funds required by code to ensure a balanced budget, such as those from B&O taxes and fines from the Municipal Court.
- The Water Settlement Fund is $1,781,312.29
  - $300,000 will go to the Coliseum and Convention Center for equipment purchases to attract very large tournaments.
  - $100,00 will go to the General Engineering Maintenance Fund to install a boat launch for kayaks across from the Convention Center.
  - $500,000 will go to the Tourism and Promotions Fund to counteract the image of the City damaged by the water crisis.
  - $751,000 will go to the Business Economic Impact Fund which will have opportunities similar to façade grants to assist small businesses.
  - $130,000 will go to the Community Participation Program that will essentially allow each Councilmember $5,000 for a community investment within their Ward.

Councilmember Snodgrass confirmed the amount of the Water Crisis Settlement to be $1,781,312.29, which was received about a month ago. She also confirmed that the money for the Unassigned Fund came from a variety of sources that represent savings from the past year, such as a reduction in overall spending on the City.

Storage added that the funds listed are to be one-time monies. Any kind of use of them to create ongoing financial liability, such as salary increases, is not recommended as that would need to be accounted for in the next budget years.

Councilmember Jenkins stated that in meeting with the Administration to review this amendment, the City is in fortunate position to be able to pay the Settlement. He sees the Water Settlement Funds as a great opportunity for the City and a way to get every Councilmember involved in a tangible project for their Ward.

Councilmember Hoover moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Chairperson Jenkins declared Resolution No. 281-20 approved.

General Fund FY 2019-2020 Budget Amendment No. 5 - January 21, 2020

Account No.	Department	Account Description	Amount
001 414 00 000 2 230	City Collector	Contracted Services	200,000
001 417 00 000 2 229	Legal	Court Costs & Damages	200,000
001 436 00 000 2 230	Building Commission	Contracted Services	185,000
001 439 00 000 5 566	Information Systems	Transfers to IT Infrastructure Fund	450,000
001 444 05 000 5 566	Transfers/Contributions	Municipal Stabilization Fund	388,182
001 444 04 000 5 566	Transfers/Contributions	CSF Capital Projects Fund	624,734
001 444 01 000 5 566	Transfers/Contributions	Land Reuse Agency Fund	250,000
001 699 00 000 5 598	Contingency	Contingency	200,000
001 706 00 000 1 103	Fire - Uniform	Salaries & Wages - Settlement	1,500,000
001 706 00 000 1 103	Fire - Uniform	Salaries & Wages	425,000
001 706 00 000 1 104	Fire - Uniform	FICA	27,913
001 706 00 000 1 107	Fire - Uniform	Fire Pensions - New Plan	58,905
001 800 00 000 3 341	Refuse & Recycling	Material & Supplies	15,000
001 976 00 700 4 459	Public Safety - Capital Outlay	Police Equipment	50,000
001 299 0	Unassigned Fund Balance		**(4,574,734)**

Unassigned Fund Balance - To allocate the unassigned fund balance.

001 305 01 0000	Revenues	B & O Tax - Current Year	12,911
001 295 0	Non-Spendable Fund Balance		**(12,911)**

Nonspendable Fund Balance - To recognize nonspendable fund balances for Prepaid Insurance per GASB 54.

001 700 00 000 2 239	Police	Fine Supported Training	21,153
001 297 0	Committed Fund Balance		**(21,153)**

Committed Fund Balance - To recognize committed fund balance for Police Fine Supported Training in accordance with Section 114-3 subsection (b) of the Municipal Code of the City of Charleston

001 910 01 004 5 566	Civic Center Support	Equipment Purchase Subsidy	300,000
001 444 00 000 5 566	Transfers/Contributions	General Engineering Maintenance Fund	100,000
001 444 12 000 5 566	Transfers/Contributions	Tourism & Promotions Fund	500,000
001 444 13 000 5 566	Transfers/Contributions	Community Participation Program	130,000
001 444 14 000 5 566	Transfers/Contributions	Business Economic Impact	751,312
001 399 11 0000	Miscellaneous Revenue	Settlements	**(1,781,312)**

Water Crisis Settlement Funds - To allocate the funds received through the water crisis settlement.

Councilmember Hoover motioned to adjourn the meeting.

Meeting adjourned.

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.

<u>COMMUNITY PARTICIPATION GRANT PROGRAM GUIDELINES</u>

<u>I. PURPOSE</u>

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.

<u>II. General Terms and Conditions</u>

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 <u>only</u> to charitable organizations, as defined by §501(c)(3) of the Internal Revenue Code.

    3.1. Such organizations may <u>not</u> 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 <u>only</u>.

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: February 3, 2020

Adopted by Council: ______

Introduced by: Joseph Jenkins

Referred to: 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, 1991, 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

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").

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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.

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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 2749, 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

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

This Deed of Trust, Made this 4th day of June, 1991, 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

2000 PAGE 310

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 hall become insolvent or make an as ument 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, exec[illegible] and acknowledged by the holder and [illegible]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.

2000 PAGE 312

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. [illegible] 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

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. [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.

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

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
My Commission Expires Sept. 9, 1997

Jill E. Todd
Notary Public

...strument was presented to the Clerk of the County
...mission of Kanawha County, West Virginia, on
...nd the same is admitted to record JUN 7 1991

Teste: [signature] 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 Ken Jones

Its: Executive Director

THE CITY OF CHARLESTON

By: ______________________

Its: ______________________

CHARLESTON URBAN RENEWAL AUTHORITY

By: [signature]

Its: Chairman

[signature]

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 November ~~October~~, 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:

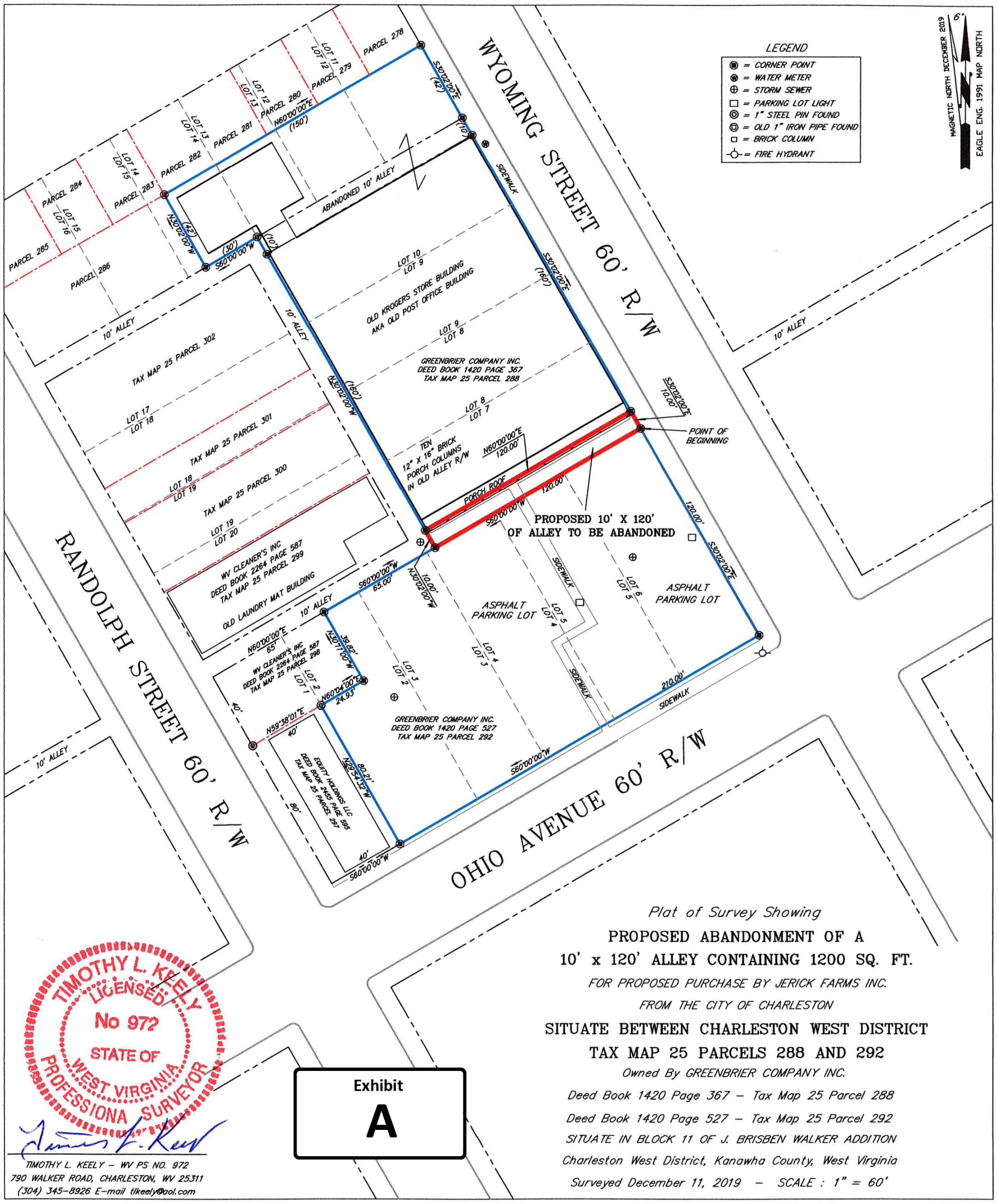
1. Being a portion of the alley that runs between and is perpendicular to Randolph Street and Wyoming Street, in the City of Charleston, West Virginia, in Charleston West Tax District of the City of Charleston, Kanawha County, West Virginia, is more particularly described as follows:

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
OLD KROGERS STORE BUILDING
AKA OLD POST OFFICE BUILDING
GREENBRIER COMPANY INC.
DEED BOOK 1420 PAGE 367
TAX MAP 25 PARCEL 288
ABANDONED 10' ALLEY
10' ALLEY
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
SIDEWALK
GREENBRIER COMPANY INC.
DEED BOOK 1420 PAGE 527
TAX MAP 25 PARCEL 292
WV CLEANER'S INC
DEED BOOK 2264 PAGE 587
TAX MAP 25 PARCEL 299
OLD LAUNDRY MAT BUILDING
TAX MAP 25 PARCEL 300
TAX MAP 25 PARCEL 301
TAX MAP 25 PARCEL 302
EQUITY HOLDINGS LLC
DEED BOOK 2455 PAGE 595
TAX MAP 25 PARCEL 297
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

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

<u>Bill No. 7865</u>

Introduced in Council:	**Adopted by Council:**
<u>January 21, 2020</u>	____________________
Introduced by:	**Referred to:**
<u>Becky Ceperley and Joseph Jenkins</u>	**<u>Finance</u>**

<u>Bill No. 7865</u> - 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.

<u>Now, therefore, be it ordained by the Council of the City of Charleston</u>:

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.