



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Parks and Recreation Committee

AGENDA

FINANCE COMMITTEE MEETING

UNTIL FURTHER NOTICE, MEETINGS WILL BE MADE AVAILABLE TO THE PUBLIC VIA ZOOM AND CIVICCLERK

Monday, October 5, 2020

6:15 PM

***Join via internet:**

<https://us02web.zoom.us/j/86910609156?pwd=KzhjeEFiRnNEOXBUcU85UDREaTVXdz09>

Passcode: 926907

***Join via Telephone: (312) 626-6799 or (929) 436-2866**

Webinar ID: 869 1060 9156

***Join via CivicClerk: <https://charlestonwv.civicclerk.com>**

I. DISCUSSION:

- a. Approval of Previous Minutes 9-21-2020

II. RESOLUTIONS:

- a. Resolution No. 382-20 - Authorizing the Finance Director to amend the 2019 Community Development Block Grant CV budget
- b. Resolution No. 383-20 - Authorizing the Mayor to approve a substantial amendment to the City of Charleston's 2018 and 2019 Annual Action Plan. The City of Charleston/Kanawha County HOME Consortium has been declared a major disaster area and as a result has requested and received suspensions and/or Waivers
- c. Resolution No. 384-20 - Authorizing the Mayor or City Manager to enter into an agreement with the West Virginia Department of Transportation, Division of Highways to utilize a portion of the land beneath I-64, between Kanawha Boulevard and Virginia Street, as a skate park

- d. Resolution No. 385-20 - Authorizing the Mayor to grant temporary and permanent easements from the City to the Charleston Sanitary Board for the Danner Hollow Sewer Rehabilitation and Replacement Project

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., SEPTEMBER 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., September 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
Bobby Reishman, Vice Chair
Ben Adams
Brent Burton (arrived at 6:19)
Becky Ceperley
Mary Beth Hoover
Will Laird (arrived at 6:19)

*In response to the COVID-19 pandemic, the meeting of the Finance Committee was conducted electronically. The meeting was made available to the public as a live stream via Zoom and CivicClerk (per the agenda).

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the September 8, 2020 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 376-20 - Authorizing the Mayor or City Manager to submit an application to the WV Governor's Highway Safety Program in the amount of \$440,000 and administer any primary and supplemental funds awarded. These funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in an eight-county region for enforcement activities including DUI, seat belt, child restraint, work zone safety, distracted and aggressive driving, equipment purchases and travel/training, as well as partial reimbursement for the CPD Highway Safety Coordinator and Assistant's salaries.

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

The Mayor or City Manager is authorized to submit an application to the WV Governor's Highway Safety Program in the amount of \$440,000 and administer any primary and supplemental funds awarded. These funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in an eight-county region for enforcement activities including DUI, seat belt, child restraint, work zone safety, distracted and aggressive driving, equipment purchases and travel/training, as well as partial reimbursement for the CPD Highway Safety Coordinator and Assistant's salaries.

City Manager, Jonathon Storage, added that The Charleston Police Department is proud to be a regional coordinator for the Governor's Highway Safety Program. Under the leadership of Lieutenant John Garten in coordination with Melissa Taylor in the City Manager's Office, the City is excited at the prospect of administering \$440,000 to be used to further improve highway safety. Program activities include

- Target red light running
- aggressive and distracted driving
- DUI roving patrols and checkpoints
- Seat belt and child restrain usage checkpoints
- Work zone speeds
- Underage alcohol sales

The grant will reimburse the City up to \$36,000 for the Coordinator's salary costs and will also cover pension costs up to 8.5%. The grant will also reimburse the City up to \$21,000 for clerical support salary expenses. The majority of reimbursement funds will cover overtime expenses from the City of Charleston and participating law enforcement agencies. The Administration is excited to continue this very important grant program and recommends adoption of the resolution.

Councilmember Burton moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 376-20 approved.

- b. Resolution No. 377-20 - Authorizing the City Manager or Mayor to accept the transfer to the City of Charleston of a small parcel of real property situated adjacent to the Municipal Auditorium in the Charleston East Tax District, District Number eleven, Map three, Parcel six, from the Charleston Town Center Company, Limited Partnership, as part of the settlement of litigation, pursuant to the Deed attached hereto as Exhibit A.

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

That the City Manager or Mayor are authorized to accept the transfer to the City of Charleston of a small parcel of real property situated adjacent to the Municipal Auditorium in the Charleston East Tax District, District Number eleven, Map three, Parcel six, from the Charleston Town Center Company, Limited Partnership, as part of the settlement of litigation, pursuant to the Deed attached hereto as Exhibit A.

City Attorney, Kevin Baker, stated that that the parcel is situated behind the back of the Municipal Auditorium on Quarrier Street. He added that what looks like one, big lot is actually three parcels with the City owning two of them.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 377-20 approved.

DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 2020 by and between CHARLESTON TOWN CENTER COMPANY, LIMITED PARTNERSHIP, a West Virginia Limited Partnership, party of the first part, and THE CITY OF CHARLESTON, a municipal corporation organized and existing under the laws of the State of West Virginia, party of the second part.

WITNESSETH THAT, WHEREAS, Charleston Town Center Company, Limited Partnership is the owner of certain real property located in the City of Charleston, abutting Quarrier Street, being situated in the Charleston East Tax District, District Number eleven (11), Map three (3), Parcel six (6); and

WHEREAS, by Resolution No. _____, which was duly passed by the City Council of The City of Charleston on _____, a certified copy of which is attached hereto, The City of Charleston approved and authorized the acceptance of said conveyance of the property herein described; and

NOW THEREFORE WITNESSETH; that for and in consideration of the party of the first part's agreement to donate and dedicate this property to the party of the second part; the said party of the first part does hereby GRANT, CONVEY, RELEASE, REMISE AND FOREVER QUITCLAIM, without any covenants of warranty, unto the said party of the second part, all of its right, title and interest, if any, in and to that certain lot or parcel of real estate, together with the improvements thereon and the appurtenances thereunto belonging, situated in the City of Charleston, in the Charleston East District, Tax District 11, Map 3, Parcel 6, the lot hereby conveyed being bounded and described as follows:

All that certain lot of land situate in the City of Charleston, Kanawha County, West Virginia, fronting fifty-eight (58) feet on the southwest side of Brown Street [now known as Quarrier Street and described hereinafter as Quarrier Street] between Truslow and Clendenin Streets, and extending back from Quarrier Street sixty-one (61) feet, and being further bounded and described as follows: BEGINNING at an iron pin in the southwest line of Quarrier Street, 242 feet in a southeasterly direction from the south side of the curb on the east side of Clendenin Street; thence running with a line of Quarrier Street towards Truslow Street, a distance of 58 feet to an iron pin, a corner of the land formerly owned by Robson Realty Company Land, which is now owned by the City of Charleston, and at right angles to Quarrier Street in a southwesterly direction 61 feet to an iron pin; thence running in a northwesterly direction with the common back line of the lot previously owned by E. Cohen and a lot previously owned by I. E. Nichols, which is now owned by the City of Charleston, 58 feet to an iron pin; thence parallel with the second mentioned line, in a straight line, 61 feet to the place of beginning; being part of the same property which was conveyed to E. Cohen by H. L. Wehrle, by deed bearing date January 26, 1909, and of record in the Kanawha County Clerk's Office in Deed Book No. 115, at page 554; and also being the same property conveyed to Ostrin Electric Company, a corporation, by Nathan Ostrin and Eva Ostrin, his wife, by deed bearing date the 18th day of May, 1955, and recorded in said Clerk's Office in Deed Book 1134, at page 482.

And being all of the same property conveyed to Charleston Town Center Company, LTD. by deed from 213 Quarrier Corporation, and recorded in the aforesaid Clerk's office in Deed Book 2002, at page 315, described therein as Parcel III.

This conveyance is made subject to the restrictions and conditions pertaining to the use of said real estate and to the easement reservations and covenants as may be found in prior deeds of record in the chain of title.

Subject to the foregoing, the said party of the first part does hereby convey to the said party of the second part all of the property described herein "AS IS, WHERE IS."

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part and the City of Charleston do hereby declare that the transfer of property by this instrument is not subject to the State excise tax upon the privilege of transferring real estate for the reason that it is a transfer to or from the United States, the State of West Virginia, or to or from any of their instrumentalities, agencies or political subdivisions, pursuant to West Virginia Code § 11-22-1.

WITNESS the following signature and seal:

CHARLESTON TOWN CENTER COMPANY LIMITED PARTNERSHIP, a West Virginia limited partnership

By: FC QIC Charleston Town Center JV, LLC,
Its General Partner

By: FC Charleston Town Center Operator, LLC,
Its Sole Member

By: Ketan Patel
Its President and Secretary

STATE OF OHIO
COUNTY OF CUYAHOGA, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, President and Secretary of FC Charleston Town Center Operator, LLC, as the Sole Member of FC QIC Charleston Town Center JV, LLC, the General Partner of Charleston Town Center Company, Limited Partners, a West Virginia Limited Partnership, on behalf of said limited partnership.

My Commission expires: _____
[SEAL]

Notary Public

THIS INSTRUMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SURVEY AND/OR TITLE INSURANCE.
DEED CONTAINS 3 PAGES

This instrument was prepared by Joseph J. Baldwin, Assistant City Attorney, City of Charleston
501 Virginia Street East, Charleston, West Virginia 25301

- c. Resolution No. 380-20 - Authorizing the Mayor or City Manager to enter into a memorandum of understanding with the Raleigh County Solid Waste Authority for services relating to the processing of mixed recyclables for the City of Charleston as detailed in Exhibit A attached hereto.

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

That the Mayor or City Manager is authorized to enter into a memorandum of understanding with the Raleigh County Solid Waste Authority for services relating to the processing of mixed recyclables for the City of Charleston as detailed in Exhibit A attached hereto.

Storage added that prior to the current COVID-19 pandemic, the City had sent its recyclables to the Raleigh County Solid Waste Authority. Recognizing that such a practice may not be the most suitable long-term strategy for the City, the Administration partnered with the WVDEP to fund a recycling study to examine recycling practices holistically. Just as other facilities shut down in March, the RCSW ceased operations until just recently, leaving the City of Charleston, South Charleston, Beckley, and several county school systems without a working recycling program. The facility approached its recycling partners, including Charleston, to explain that it had been losing some \$260 per ton on recycling at the facility, and each partner would have to contribute to cover that loss. Following negotiations, the Administration was able to get the RCSWA Board of Directors to agree to certain terms to continue our partnership in a way that both allows us to almost immediately resume recycling services while also providing us with the ability to shift to other recycling solutions midstream. As proposed:

- \$175 per ton, rather than the requested \$260
- Payment will be pay as you go.
- Facility will continue to take all of the recycling products it accepted until the shutdown
- Facility will continue to accept single stream, co-mingled products
- Agreement will last until the end of the fiscal year, June 30th.

If approved, Recycling will resume as part of next week's regular refuse pickup schedule. The Administration wished to very clearly restate that this MOU is intended to be only a temporary solution as we proceed in our ongoing recycling program discussions and review.

Councilmember Adams confirmed with Storage that the City sent 657 tons of recycling to Raleigh County last year. Additionally, Charleston has a greater volume than surrounding cities. Councilmember Adams confirmed with Storage that the City is required by state code to offer a recycling program. Councilmember Adams confirmed with Storage that the City Attorney drafted the MOU.

Councilmember Jenkins confirmed with Jared Lanham, Refuse Director, that the Refuse Department was ready for the volume of recycling, as many people are likely to have been saving their recycling for several months.

Councilmember Hoover confirmed that if the resolution passes, collection will begin the following week.

Councilmember Jenkins thanked the Administration and Public Works for putting the MOU together as the recycling program has been one of the most frequent questions he has received. He added that hopefully the recycling study will find some more sustainable for the City.

Mayor Goodwin added that she has been having numerous initial conversations with other Mayors in other municipalities to hopefully move forward with a partnership.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 380-20 approved.

Exhibit A
MEMORANDUM OF UNDERSTANDING REGARDING
RECYCLING SERVICES FOR THE CITY OF CHARLESTON
AT THE RALEIGH COUNTY SOLID WASTE AUTHORITY

This Memorandum of Understanding ("MOU") is entered into by and between the City of Charleston, hereinafter "the City," and the Raleigh County Solid Waste Authority, hereinafter "RCSWA."

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of West Virginia and located in Kanawha County, West Virginia; and

WHEREAS, the RCSWA is a Solid Waste Authority organized and existing under the laws of the State of West Virginia and located in Raleigh County, West Virginia; and

WHEREAS, RCSWA owns and operates a single-stream recycling facility that has accepted recyclables from the City without charging the City any fees for processing the mixed recyclables; and

WHEREAS, due to low market pricing for recyclables, RCSWA must begin charging a fee for processing mixed recyclables from the City and other large volume recyclers;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

- A. The City agrees to pay \$175.00 per ton of recyclables taken by the City to RCSWA for processing.
- B. RCSWA agrees that during the Term of this MOU, it will continue to accept single stream recycling from the City and will continue to accept the types of recyclables it has received from the City during calendar year 2019, namely newspaper, office paper, magazines, cardboard, aluminum, tin cans, similar metals, plastic #1, and plastic #2.
- C. Each time the City takes recyclables to RCSWA, RCSWA will weigh the recyclables dropped off by the City and provide a receipt showing the weight to the City. RCSWA shall further retain a record of the weight of recyclables and provide an invoice to the City on a monthly basis, but the Parties agree that the City will issue payment on a quarterly basis.
- D. The Term of this agreement shall be for the current fiscal year, commencing on the date this agreement is executed and ending on June 30, 2021.
- E. The Parties agree to reassess the per ton price and communicate in good faith to work toward a new agreement for the following fiscal year, which runs from July 1, 2021 through June 30, 2022.
- F. Amendments. Any amendment to this MOU shall be made in writing and shall be executed by all Parties.
- G. Severability. In the event that any of the provisions of this MOU are determined to be illegal or unenforceable, all other terms shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this MOU to be properly executed by an officer thereunto duly authorized on the _____ day of September, 2020.

City of Charleston

By:

Its:

Raleigh County Solid Waste Authority

- d. Resolution No. 378-20 - Authorizing approval of Amendment No. 3 in the FY 2020-2021 General Fund Budget as indicated on the attached list of accounts.

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

That Amendment No. 3 in the FY 2020-2021 General Fund Budget as indicated on the attached list of accounts is approved.

Storage added that the purpose of this budget amendment is to appropriate funds to cover out of pocket expenses the City incurs under the MOU with the RCSWA. There is \$375,000 budgeted in contingency with \$260,000 remaining.

Councilmember Adams confirmed that the price was determined based from the poundage from last year.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 378-20 approved.

General Fund FY 2020-2021 Budget Amendment No. 3 - September 21, 2020

Account No.	Department	Account Description	Amount
001 699 00 000 5 598	Contingency	Contingency	(115,000)
001 800 00 000 2 230	Refuse & Recycling	Contracted Services	115,000

Reallocating funds from the General fund Contingency to the Refuse & Recycling Department to pay for processing of mixed recyclables for the City.

- e. Resolution No. 379-20 - Authorizing the Mayor or City Manager to purchase an IDEMIA Automated Fingerprint Identification System (AFIS) for \$27,495 to be used by the Charleston Police Department, where the machine will replace a device originally purchased in 2009 that is reaching the end of its serviceable life. IDEMIA is a sole source provider of the LiveScan System that uses the same software processing, searching, and matching technology used by the West Virginia State Police AFIS.

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

That the Mayor or City Manager is authorized to purchase an IDEMIA Automated Fingerprint Identification System (AFIS) for \$27,495 to be used by the Charleston Police Department, where the machine will replace a device originally purchased in 2009 that is reaching the end of its serviceable life. IDEMIA is a sole source provider of the LiveScan System that uses the same software processing, searching, and matching technology used by the West Virginia State Police AFIS.

Storage added that at the request of the Charleston Police Department, the Administration recommends the purchase of an IDEMIA Automated Fingerprint Identification System to replace a device that is 11 years old and at the end of its serviceable life. The technology developed and implemented by IDEMIA is proprietary and exclusively provides software connections between the City and the WV State Police systems. Storage added that the purchase has been budgeted for.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 379-20 approved.

- f. Resolution No. 381-20 - Authorizing the Mayor or City Manager to purchase five (5) Air Mask Systems (self-contained breathing apparatus) for the Charleston Fire Department from Finley Fire Equipment and ten (10) spare air cylinders, at a total price of \$33,890.00. The purchase price was determined through a competitive bidding process, of which the awarded bidder qualified for local vendor preference for one year.

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

That the Mayor or City Manager is authorized to purchase five (5) Air Mask Systems (self-contained breathing apparatus) for the Charleston Fire Department from Finley Fire Equipment and ten (10) spare air cylinders, at a total price of \$33,890.00. The purchase price was determined through a competitive bidding process, of which the awarded bidder qualified for local vendor preference for one year.

Storage added that on February 18, 2020, City Council passed Resolution No. 293-20, which authorized the purchase of 10 air masks, known as self-contained breathing apparatus, for the CFD. The purchase was made through a competitive process, and the specifications specifically required the witting bidder to lock in its prices for 1 year. The Fire Department is ready to proceed with an additional purchase of air masks, and Finley Fire remains the vendor under the awarded contract. The Administration recommends the award of the purchase to Finely Fire.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 381-20 approved.

Councilmember Reishman motioned to adjourn the meeting.

Meeting adjourned.

Resolution No. 382-20

Introduced in Council:

Adopted by Council:

October 5, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 382-20 - Authorizing the Finance Director to amend the 2019 Community Development Block Grant CV budget as indicated on the accounts listed below.

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

That the Finance Director is hereby authorized and directed to amend the 2019 Community Development Block Grant CV budget as indicated on the accounts listed below:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>INCREASE/(DECREASE)</u>
009-019-01-011-0-999	MOECD Public Service	\$62,000.00 Decrease
009-019-01-199-0-999	Unprogrammed Funds	\$62,000.00 Increase
009-019-01-199-0-999	Unprogrammed Funds	\$62,000.00 Decrease
009-019-01-011-0-999	WV Health Right	\$62,000.00 Increase

MOECD proposes to allocate CDBG-CV funds to WV Health Right for Contractual Registered Nurses to conduct COVID-19 testing.

Resolution No. 383-20

Introduced in Council:

Adopted by Council:

October 5, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 383-20 - Authorizing the Mayor to approve a substantial amendment to the City
2 of Charleston's 2018 and 2019 Annual Action Plan. On April 10, 2020, a memorandum was
3 issued by the United States Department of Housing and Urban Development. This
4 memorandum provided statutory suspension and regulatory waivers to enable HOME
5 participating jurisdictions affected by the Coronavirus Disease to respond to immediate housing
6 needs. The City of Charleston/Kanawha County HOME Consortium has been declared a major
7 disaster area and as a result has requested and received the following suspensions and/or
8 Waivers:

- 9
- 10 - Increase the administration and planning cost from 10% to 25% of FY 2019 and FY 2020
 - 11 allocations and program income.
 - 12 - Suspension of the 15% CHDO set-aside requirement for the fiscal year 2017, 2018, 2019,
 - 13 and 2020
 - 14 - Reduction of the matching requirements by 100% for FY 2020 and FY 2021 for HOME
 - 15 activities.
 - 16 - Reduction of the comment period set forth by the citizen participation plan for
 - 17 substantial amendments to a period of 5 days.
- 18

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

20

21 That the Mayor is hereby authorized to approve a substantial amendment to the City of
22 Charleston's 2018 and 2019 Annual Action Plans. On April 10, 2020, a memorandum was issued
23 by the United States Department of Housing and Urban Development. This memorandum
24 provided statutory suspension and regulatory waivers to enable HOME participating
25 jurisdictions affected by the Coronavirus Disease to respond to immediate housing needs.

Public Notice
City of Charleston, WV
Substantial Amendment- Waivers and Suspension of the HOME Program Requirements
Covid-19 Response

Notice is hereby given by the city of Charleston/Kanawha County Consortium HOME Program of a substantial amendment to its 2018 and 2019 Annual Action Plans. The Mayor's Office of Economic and Community Development (MOECD) intends to submit this amendment in response to Covid 19 Waivers that are allowed by the U.S. Department of Housing and Urban Development.

The following is a summary and draft language that amends the 2018 and 2019 Annual Action Plans.

On April 10, 2020, a memorandum was issued that provided statutory suspension and regulatory waivers to enable HOME participating jurisdictions affected by the Coronavirus Disease to respond to immediate housing needs.

Due to COVID-19, the United States Department of Housing and Urban Development (HUD) issued the availability of Waiver and Suspensions of some HOME program requirements.

The City of Charleston/Kanawha County HOME Consortium has been declared a major disaster area and as a result has requested the following suspensions and/or Waivers allowed per the CPD memo dated April 10, 2020:

1. Increase the administration and planning cost from 10 to 25% of FY 2019 and FY 2020 allocations and program income.
2. Suspend the 15% CHDO set-aside requirement for the fiscal year 2017, 2018, 2019, and 2020
3. Reduce the matching requirements by 100% for FY 2020 and FY 2021 for HOME activities.
4. Reduce the comment period set forth by the citizen participation plan for substantial amendments to a period of 5 days.

The implementation of the above waivers will allow the city of Charleston to adjust programs and activities to address current issues that have arrived due to the Covid-19 pandemic.

Public Review and Comments:

The proposed plan changes will be available for public review and comment from August 7, 2020, to September 9, 2020. Written comments may be submitted to MOECD, 105 McFarland Street, Charleston, WV 25301 or email MOECD@cityofcharleston.org . The substantial amendment will be presented to the Charleston City Council for approval on October 5, 2020, at their Regular Council Meeting.

Resolution No. 384-20

Introduced in Council

Passed by Council

October 5, 2020

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 384-20 - Authorizing the Mayor or City Manager to enter into an
2 agreement with the West Virginia Department of Transportation, Division of Highways to
3 utilize a portion of the land beneath I-64, between Kanawha Boulevard and Virginia
4 Street, as a skate park.

5

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

7

8 That the Mayor or City Manager is hereby authorized to enter into an agreement with the
9 West Virginia Department of Transportation, Division of Highways to utilize a portion of
10 the land beneath I-64, between Kanawha Boulevard and Virginia Street, as a skate park.

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
AGREEMENT
CITY OF CHARLESTON SKATE PARK
KANAWHA COUNTY**

THIS AGREEMENT, executed in duplicate, made and entered into this _____ day of _____, 20____, by and between the West Virginia Department of Transportation, Division of Highways, hereinafter called “Division,” and the City of Charleston, a West Virginia municipality, 501 Virginia Street, East, Charleston, West Virginia 25301, hereinafter called “City,”

WITNESSETH that,

WHEREAS, City and Division executed August 4, 1993, Lease No. 679-0120, that provides the City the right to utilize for parking and pedestrian access Division’s land beneath I-64, between Kanawha Boulevard and Virginia Street; and

WHEREAS, City desires to utilize a portion of Division’s land beneath I-64, between Kanawha Boulevard and Virginia Street that is the subject of Lease No. 679-0120 to create a skate park (hereinafter, “Skate Park,”) that is to be available for public use with no fee charged to users, with the remaining land leased by the City to continue to be utilized for parking and pedestrian access; and

WHEREAS, Division considers it to be in the public interest to allow City to implement its Skate Park, subject to certain stipulations and conditions associated with Division’s maintenance and construction activities; and

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

- I. City is to submit for Division’s review and approval appropriate plans and related documents, which collectively are referred to as the “Plans,” for the performance of work by City that is to occur within or that will directly affect Division’s right-of-way or real property beneath I-64 between Kanawha Boulevard and Virginia Street. The scope of City’s work pertaining to the State Highway System, hereinafter called “Project,” is to consist primarily of, but may not be limited to, installation of fencing around the perimeter of the Skate Park, installation of gates with locks to allow City to control access, and the installation of temporary and removable equipment that is to be utilized for Skate Park activities. The Skate Park equipment to be utilized shall be of a durable material and shall be inflammable. The fencing shall be installed in a manner intended to minimize damage to the existing pavement and the fencing posts shall be secured appropriately but shall be removable from the pavement when necessary.
- II. The fencing, gates and Skate Park equipment shall be located in areas and shall be installed in a manner that will not adversely affect Division’s ability to adequately maintain I-64. The utilization of Skate Park shall in no way interfere or hinder Division’s inspection, maintenance, or construction activities.

- III. Any utility installation that may be proposed by City for Skate Park shall be subject to Division's review and approval and may necessitate issuance by Division of a utility permit. Any signing City may propose to install as part of Project is subject to Division's approval and also shall conform to Division's guidelines and with all pertinent outdoor advertising laws, rules and regulations. Although not anticipated to be necessary, Division reserves the right to require City to conduct, at City's expense, prior to construction of Project, a public informational meeting regarding Project.
- IV. For as long as Skate Park exists on Division's property, City shall continue oversight of vehicular and pedestrian traffic in the area of the Skate Park for the purpose of identifying any impediment to vehicular and/or pedestrian traffic resulting from the Skate Park. If such an impediment is identified, City shall present to Division for consideration City's proposed means of addressing such an impediment and after Division provides concurrence with a proposal, City then shall implement that proposal.
- V. City shall secure the approvals and/or permits, if any, required by other governmental agencies for Project. City shall comply with all applicable Federal, State, and local environmental regulations pertaining to Project. City shall not store, hold or manufacture, nor allowed to be stored, held or manufactured within Division's property any dangerously flammable, volatile or explosive substances, lumber wood products, or other material that might constitute a hazard to the adjacent highway. Further, no hazardous or unreasonably objectionable smoke, fumes, vapors or odors shall be discharged or permitted to be discharged onto Division's property at or adjacent to Skate Park.
- VI. Although not anticipated to be necessary, prior to construction of Project, City shall complete all necessary relocation or adjustment of utilities within Project limits. All utility work within Division's right-of-way shall be performed in accordance with the West Virginia Division of Highways manual entitled, "Accommodation of Utilities on Highway Right of Way and Adjustment and Relocation of Utility Facilities on Highway Projects, June 2007," or later version.
- VII. After completion of Project, City shall be responsible for the maintenance, upkeep, repair and replacement of Skate Park and shall be responsible for routine clearing from Skate Park and adjacent area all debris and refuse. City shall be responsible for payment of all monthly (or other billing period) power costs associated with any utility installed as part of Project.
- VIII. City shall provide to Division at least seventy-two (72) hours' notice prior to performing any major repairs associated with Skate Park, provided, however, that in the event that City must perform repairs to address an immediate public safety concern, City then shall notify Division of such repair within twenty-four (24) hours after commencing such repair.
- IX. Division shall notify City of any planned inspection, maintenance or construction activity pertaining to the State Highway System that may result in the need for any portion of Skate Park to be removed. City shall be responsible for removing any fencing, gates, or equipment associated with Skate Park in advance of Division's inspection, maintenance, or construction activities.
- X. If determined by Division to be necessary to address a security or public safety concern, to minimize vandalism, to facilitate maintenance or construction activities, or for any other valid reason Division may have, Division may remove any portion of Skate Park fencing, gates, or equipment as part of Division's construction or maintenance activities and Division shall have no financial obligation to reimburse any cost incurred by City or others

regarding Skate Park. If Division removes any portion or all of Skate Park for any reason, Division shall have no obligation to reinstall same but shall provide the City with an opportunity to retrieve from Division the materials removed by Division.

- XI. City shall not install nor permit to be installed within Division's right-of-way any structure, signing or appurtenance unless City has obtained Division's written approval to do so and City has agreed to any stipulations regarding such that Division may warrant at that time.
- XII. Division's authorization to proceed with Project is contingent upon receipt of any Federal Highway Administration approval and authorization that may be required.
- XIII. To the fullest extent permitted by law, City at all times does, and shall, assume all risks of damage to its property, and property of others, and injury or death to all persons (including, but not limited to, any employee or agent of City, Contractor or Subcontractor) resulting directly, indirectly or otherwise by (a) the actions or omissions of City, any Contractor or any Subcontractor, or their respective agents and employees at the Skate Park, (b) by any condition of the Skate Park property, (c) by any failure of City, any Contractor or any Subcontractor, or their respective agents and employees at the Skate Park, to comply with any applicable law, rule, regulations or order of any governmental authority, or to comply with any provision of this Agreement, or (d) by any other cause related to City's, any Contractor's or any Subcontractor's performance of work at the Skate Park hereunder, including maintenance of the roadway or failure to maintain the roadway as required by this Agreement. City at all times hereby fully assumes the risk of and shall defend, indemnify and hold harmless the Division, its officers, employees and agents (the Division and such persons collectively "Division's Indemnified Persons"), and shall reimburse Division's Indemnified Persons for, from and against each and every demand, claim, suit, loss (which shall include any diminution in value), liability, damage, cost and expense (including, without limitation, interest, fines, penalties, and investigation, and any and all reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively, "Losses") imposed on, incurred by or asserted against the Division's Indemnified Persons, (individually or jointly) directly or indirectly, relating to, resulting from, or arising out of City's work, services, or other activities performed under this Agreement at the Skate Park, including failure to maintain the roadway pursuant to the terms of this Agreement. These covenants of indemnity shall survive cancellation, termination, or expiration of this Agreement, City hereby acknowledges that the allocation of risk set forth in this provision of the Agreement is a part of the consideration to be provided to Division by City for performance of this Agreement.

Upon written request by any Division Indemnified Party, City shall defend the same (if requested by any Division Indemnified Person, in the name of the Division Indemnified Person) by attorneys and other professionals approved by the Division Indemnified Parties. Notwithstanding the foregoing, any Division Indemnified Persons may, in their sole and absolute discretion and at their own expense, engage their own attorneys and other professionals to defend or assist them, and, at the option of Division Indemnified Persons, their attorneys shall control the resolution of any claim or proceeding, provided that no compromise or settlement shall be entered without City's consent, which consent shall not be unreasonably withheld.

- XIV. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- A. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - B. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- XV. If contract work by City is to be performed within the Division's right of way, City shall furnish evidence of having at least the minimum amounts of insurance required of the Contractor in Section 103.6 through and including Section 103.6.5 of the "West Virginia Division of Highways, Standard Specifications, Roads and Bridges, Adopted 2010," and supplements hereto. City also shall require its contractor(s) to have the aforesaid minimum insurance coverage and to provide evidence, as necessary, that contractor has a current license and is qualified to perform work in West Virginia. City shall require that its contractor(s) include the Division as an additional insured on all policies of insurance, except worker's compensation.
- XVI. This agreement shall be binding upon the successors and assigns of each party thereto.
- XVII. Any resolutions of the City Council necessary to authorize City's compliance with the terms of this Agreement are attached hereto. In the absence of any such attached resolution, the duly authorized officer by whose signature City enters this Agreement warrants that no such resolution is necessary.
- XVIII. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party.

Balance of this page intentionally blank, except page number; signature page follows

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS**

(signature)
By: Jimmy Wriston, P. E.
Deputy Secretary/
Deputy Commissioner

**CITY OF CHARLESTON
a West Virginia municipality**

(signature)
By: _____
(printed name)
Its: Mayor

(signature)
By: _____
(printed name)
Its: City Manager

(To be executed in duplicate)

Distribution: Master File
City

APPROVED AS TO FORM THIS
_____ DAY _____
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS

Legal Division Contract No. 2008102

Resolution No. 385-20

Introduced in Council

Passed by Council

October 5, 2020

Introduced by
Joseph Jenkins

Referred from
Finance Committee

- 1 Resolution No. 385-20 - Authorizing the Mayor to grant temporary and permanent
2 easements from the City to the Charleston Sanitary Board for the Danner Hollow Sewer
3 Rehabilitation and Replacement Project as referenced in the attached documents.
4
5 Be it Resolved by the Council of the City of Charleston, West Virginia:
6
7 That the Mayor or City Manager is hereby authorized to grant temporary and permanent
8 easements from the City to the Charleston Sanitary Board for the Danner Hollow Sewer
9 Rehabilitation and Replacement Project as referenced in the attached documents.

SANITARY SEWER EASEMENT

THIS EASEMENT AGREEMENT, made this ____ day of _____, 2020, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, party of the first part and THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the Board, its heirs, successors, or assigns, a perpetual easement and right-of-way ten feet (10') in width, five feet (5') on each side of the centerline of the pipeline to be installed, on, over, across, under and through lands owned by the party of the first part, situate in Kanawha County, West Virginia, running approximately fifty-six (± 56) feet in length, for the purpose of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing a sewer line and all appurtenances thereto, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled Easement Exhibit, dated July 2, 2020. The property which is subject to this easement was conveyed to the party of the first part by a deed, which is of record in the Office of the Clerk of the County Commission in Deed Book 1993, at page 158.

Together with the right, but not the duty, to cut, trim, clear or otherwise control and remove from the easement area hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures and/or other obstructions that may endanger the safety of or interfere with the construction, installation, maintenance, repair and use of said sanitary sewer line.

The said party of the first part further grants and conveys unto said Board, its heirs, successors, assigns, and/or contractors (a) the unrestricted right of ingress, egress and regress, to and from said right-of-way and easement for all purposes and at all times to respond to emergencies and, otherwise at all reasonable times, and (b) a temporary construction right-of-way and easement of such width as is reasonable and necessary to carry out the construction, installation, repair, replacement, rehabilitation, lining, or removal of all or part of the above-described sewer lines. The said party of the first part does also grant and convey unto the said Board, its heirs, successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, and removal of the sewer pipeline or lines proposed to be laid on said right-of-way and easement.

This easement and right-of-way is made upon and subject to the following terms and conditions:

1. The party of the first part, subject to (a) the capacity of said sewer line, (b) the capacity of the system into which said line flows and (c) restrictions of the Board and regulatory authorities, all at such time of connection in the future, shall be permitted to tap said sewer line and use the same for the benefit of their property described above, upon payment of the connection fee in effect at the time of such connection and, as established by the Board,

upon payment of such sewer user charges as are, or may be fixed by ordinances or by rules of the Board, to use the sewer for service for their property only. The Board shall not be required to bear any portion of expenses incurred by the party of the first part in constructing a sewer line to the sewer tap.

2. The party of the first part retains the right to use and enjoy the lands described above through which the sewer easement extends for purposes not inconsistent with the rights herein granted to the Board. The party of the first part agrees to the following:
 - (a) not to construct improvements on the easement or to take any other action which would interfere with the sewer line and the rights of the Board to construct, install, operate, maintain, repair, replace, rehabilitate, line, or remove the sewer line;
 - (b) not to plant trees or other vegetation which could damage the sewer line or interfere with the rights herein granted;
 - (c) not to alter the ground profile of the land within the easement without the written consent of the Board.
3. The rights herein granted include the right of ingress and egress over the lands of the party of the first part to and from the easement for the purpose of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing the sewer line. The rights herein granted further include the right to use reasonable portions of the lands of the party of the first part immediately adjacent to the easement for said purpose.
4. The Board, upon completion of any construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of the sewer line, agrees that it will do the following:
 - (a) restore the property of the party of the first part, only to the extent such restoration is compatible with the easement and right-of-way granted herein, to its condition immediately prior to the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of the said sewer, as nearly as reasonably possible;
 - (b) repair, replace or compensate the party of the first part for any damage to any building, structure or other improvements which are not encroachments on this easement;
 - (c) reseed, re-sod or compensate the party of the first part for damage to any established lawn;
 - (d) repair, replace or compensate the party of the first part for damage to sidewalks, driveways or other pavements, and any underground structure or appurtenances thereto which are not encroachments on this easement; and
 - (e) replace, restore or compensate the party of the first part for damage to any trees or shrubbery on their land but off the easement area provided for herein, caused by any acts of ingress and egress onto the subject easement.

This agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part hereby declares that this conveyance is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

CITY OF CHARLESTON

By: _____
Amy Shuler Goodwin
Mayor

ATTEST:

Miles C. Cary, II, City Clerk

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, To-Wit:

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

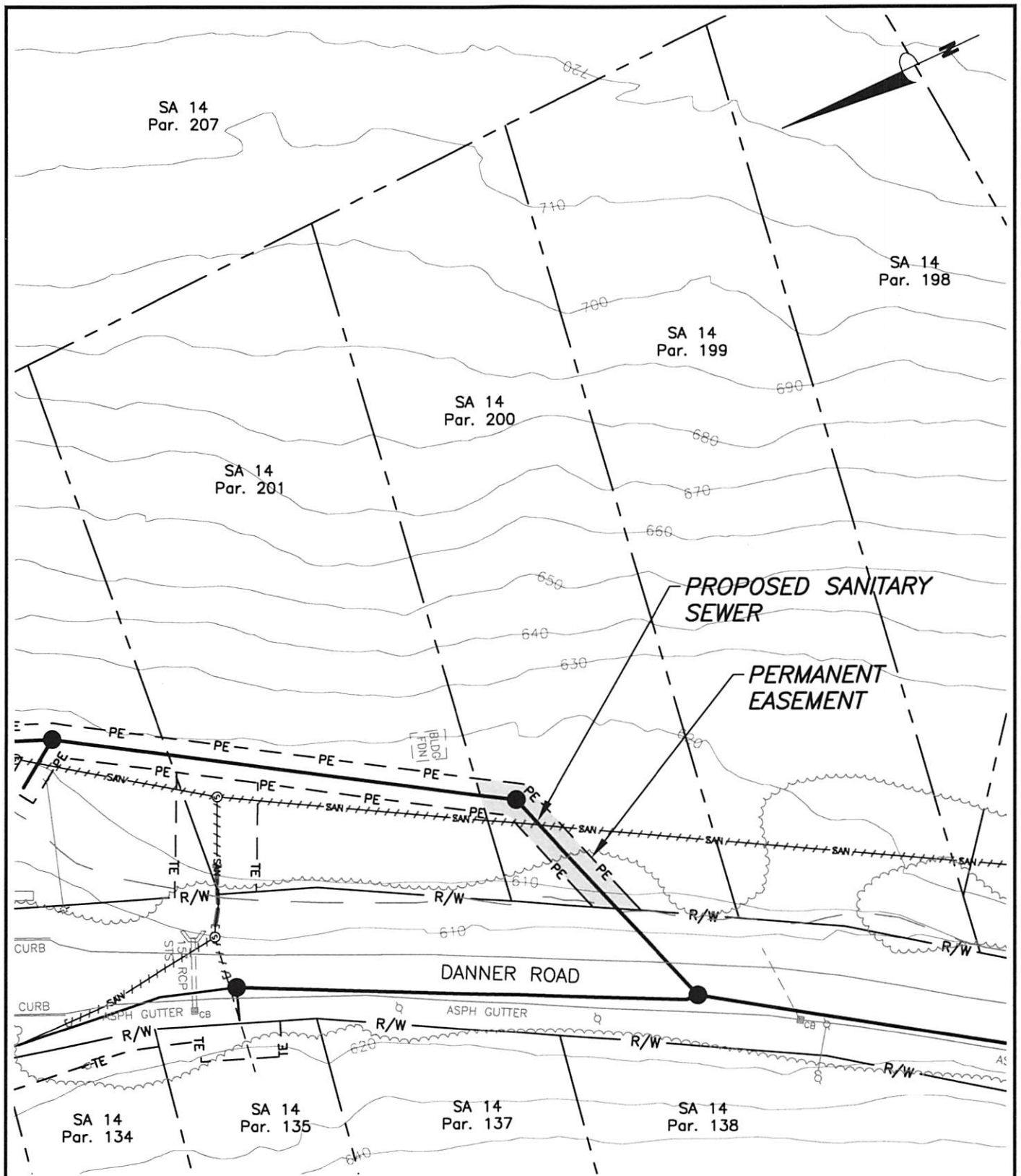
Given under my hand this ____ day of _____, 2020.

My commission expires _____

Notary Public

[NOTARIAL SEAL]

This instrument was prepared by Susan J. Riggs, Esquire (WV State Bar # 5246), Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 14
PARCEL 200

JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

OF
1

SANITARY SEWER EASEMENT

THIS EASEMENT AGREEMENT, made this ____ day of _____, 2020, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, party of the first part and THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the Board, its heirs, successors, or assigns, a perpetual easement and right-of-way ten feet (10') in width, five feet (5') on each side of the centerline of the pipeline to be installed, on, over, across, under and through lands owned by the party of the first part, situate in Kanawha County, West Virginia, running approximately ninety-seven (± 97) feet in length, for the purpose of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing a sewer line and all appurtenances thereto, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled Easement Exhibit, dated July 2, 2020. The property which is subject to this easement was conveyed to the party of the first part by a deed, which is of record in the Office of the Clerk of the County Commission in Deed Book 1993, at page 158.

Together with the right, but not the duty, to cut, trim, clear or otherwise control and remove from the easement area hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures and/or other obstructions that may endanger the safety of or interfere with the construction, installation, maintenance, repair and use of said sanitary sewer line.

The said party of the first part further grants and conveys unto said Board, its heirs, successors, assigns, and/or contractors (a) the unrestricted right of ingress, egress and regress, to and from said right-of-way and easement for all purposes and at all times to respond to emergencies and, otherwise at all reasonable times, and (b) a temporary construction right-of-way and easement of such width as is reasonable and necessary to carry out the construction, installation, repair, replacement, rehabilitation, lining, or removal of all or part of the above-described sewer lines. The said party of the first part does also grant and convey unto the said Board, its heirs, successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, and removal of the sewer pipeline or lines proposed to be laid on said right-of-way and easement.

This easement and right-of-way is made upon and subject to the following terms and conditions:

1. The party of the first part, subject to (a) the capacity of said sewer line, (b) the capacity of the system into which said line flows and (c) restrictions of the Board and regulatory authorities, all at such time of connection in the future, shall be permitted to tap said sewer line and use the same for the benefit of their property described above, upon payment of the connection fee in effect at the time of such connection and, as established by the Board,

upon payment of such sewer user charges as are, or may be fixed by ordinances or by rules of the Board, to use the sewer for service for their property only. The Board shall not be required to bear any portion of expenses incurred by the party of the first part in constructing a sewer line to the sewer tap.

2. The party of the first part retains the right to use and enjoy the lands described above through which the sewer easement extends for purposes not inconsistent with the rights herein granted to the Board. The party of the first part agrees to the following:
 - (a) not to construct improvements on the easement or to take any other action which would interfere with the sewer line and the rights of the Board to construct, install, operate, maintain, repair, replace, rehabilitate, line, or remove the sewer line;
 - (b) not to plant trees or other vegetation which could damage the sewer line or interfere with the rights herein granted;
 - (c) not to alter the ground profile of the land within the easement without the written consent of the Board.
3. The rights herein granted include the right of ingress and egress over the lands of the party of the first part to and from the easement for the purpose of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing the sewer line. The rights herein granted further include the right to use reasonable portions of the lands of the party of the first part immediately adjacent to the easement for said purpose.
4. The Board, upon completion of any construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of the sewer line, agrees that it will do the following:
 - (a) restore the property of the party of the first part, only to the extent such restoration is compatible with the easement and right-of-way granted herein, to its condition immediately prior to the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of the said sewer, as nearly as reasonably possible;
 - (b) repair, replace or compensate the party of the first part for any damage to any building, structure or other improvements which are not encroachments on this easement;
 - (c) reseed, re-sod or compensate the party of the first part for damage to any established lawn;
 - (d) repair, replace or compensate the party of the first part for damage to sidewalks, driveways or other pavements, and any underground structure or appurtenances thereto which are not encroachments on this easement; and
 - (e) replace, restore or compensate the party of the first part for damage to any trees or shrubbery on their land but off the easement area provided for herein, caused by any acts of ingress and egress onto the subject easement.

This agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part hereby declares that this conveyance is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

CITY OF CHARLESTON

By: _____
Amy Shuler Goodwin
Mayor

ATTEST:

Miles C. Cary, II, City Clerk

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, To-Wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by AMY SHULER GOODWIN, the Mayor of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of said municipal corporation.

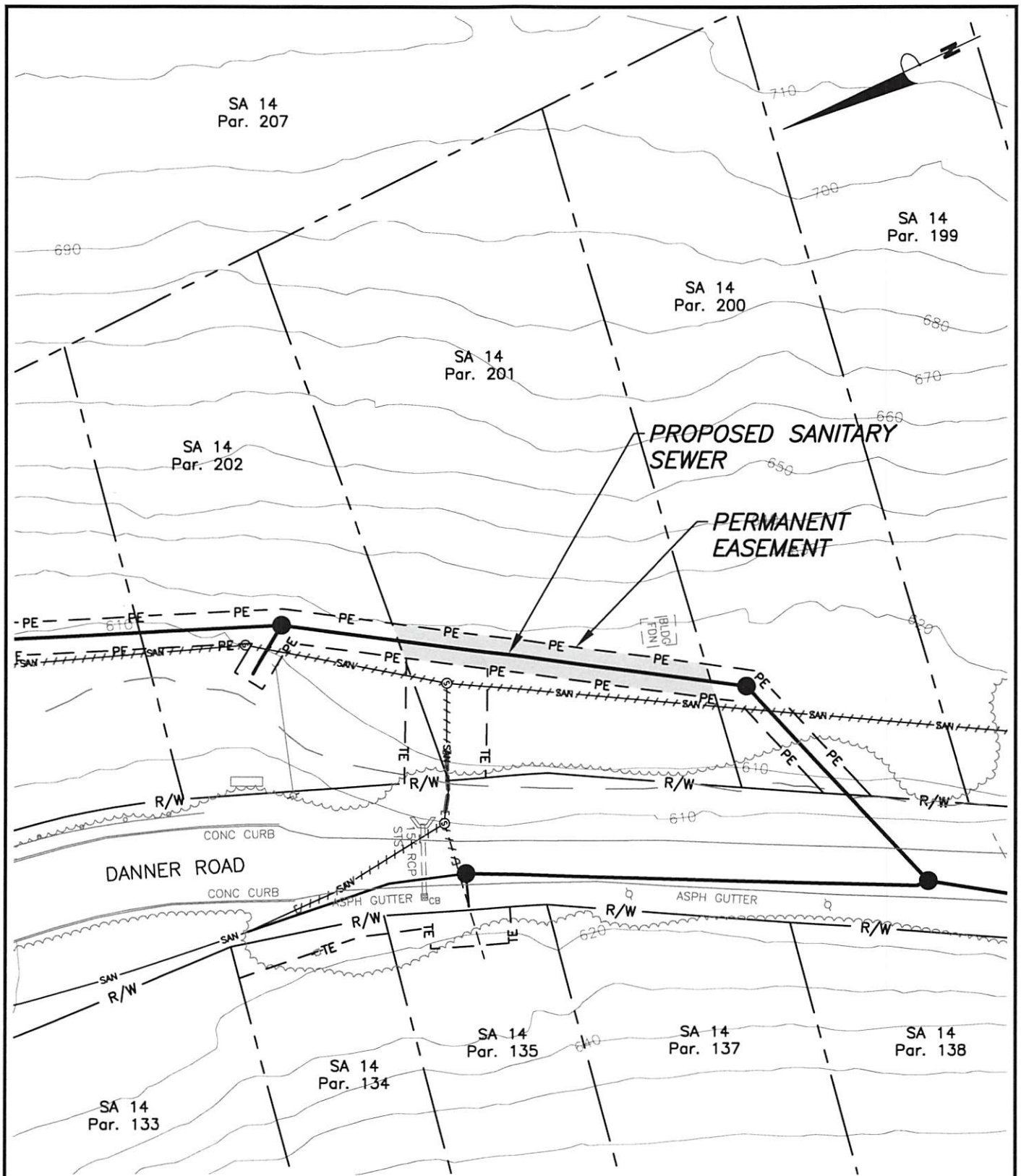
Given under my hand this _____ day of _____, 2020.

My commission expires _____

Notary Public

[NOTARIAL SEAL]

This instrument was prepared by Susan J. Riggs, Esquire (WV State Bar # 5246), Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 14
PARCEL 201

JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

OF
1

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT, made this ____ day of _____, 2020, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, party of the first part, and THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the Board, its heirs, successors, assigns, or contractors, a temporary construction easement and right-of-way of such width and length as is reasonable and necessary for the purposes of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing underground sanitary sewer lines and all appurtenances thereto which are located on property owned by the party of the first part, and/or adjacent property, and for ingress to and egress from the area of the temporary easement and right-of-way hereby conveyed, including the mobility of equipment, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled Easement Exhibit, dated July 2, 2020. The property which is subject to this temporary easement and right-of-way was conveyed to the party of the first part by deeds, which are of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia in Deed Book 1684, at page 491, and in Deed Book 1993, at page 158.

Together with the right, but not the duty, to cut, trim, clear and otherwise control and remove from the area of the temporary easement and right-of-way hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures or other obstructions that may endanger the safety of or interfere with the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of said sanitary sewer line.

The temporary easement and right-of-way hereby granted and conveyed is made upon and subject to the following terms and conditions:

1. The party of the first part shall not, without advance written consent from the Board: (a) construct any improvements on the area of the temporary easement and right-of-way; (b) take any other action that would interfere with the rights of the Board to use the temporary easement and right-of-way to construct, install, operate, maintain, repair, replace, rehabilitate, line, and remove the sanitary sewer line on property owned by the party of the first part and/or adjacent property; or (c) alter the profile of the easement and right-of-way area.

2. The Board agrees: (a) to not construct any permanent improvements on the property referenced herein; (b) to not permanently alter the ground profile; and (c) to restore the property referenced herein to its condition immediately prior to construction as nearly as reasonably possible.

3. This agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

4. This temporary easement and right-of-way shall expire five (5) years from the date of this Agreement.

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part hereby declares that this temporary easement is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, the City of Charleston, a West Virginia municipal corporation, has caused its name to be signed hereto and its seal to be affixed by its duly qualified officers as of the date first above written.

CITY OF CHARLESTON

By: _____
Amy Shuler Goodwin
Mayor

ATTEST:

Miles C. Cary, II, City Clerk

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, To-Wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by AMY SHULER GOODWIN, the Mayor of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of said municipal corporation.

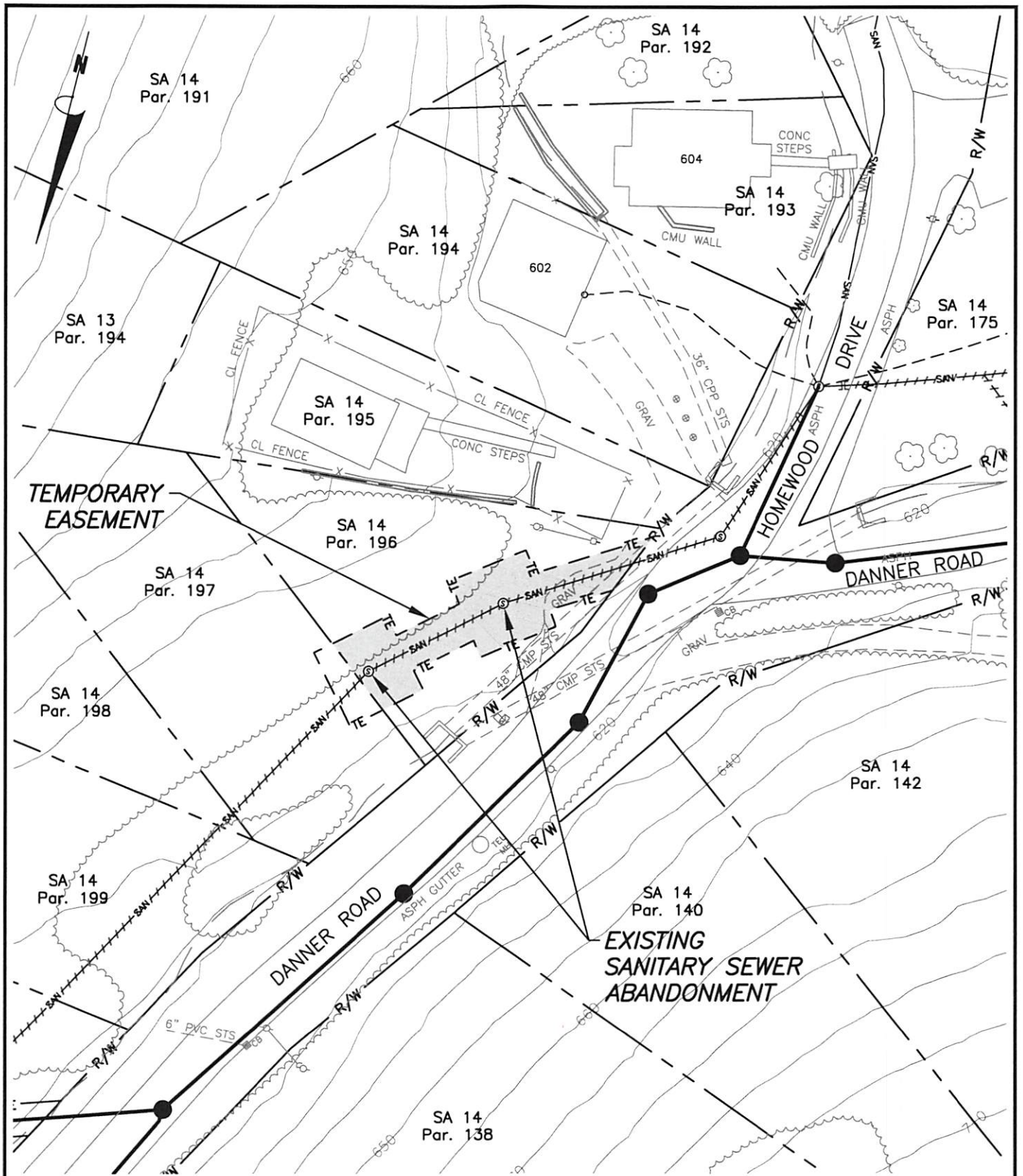
Given under my hand this _____ day of _____, 2020.

My commission expires _____

Notary Public

[NOTARIAL SEAL]

This instrument was prepared by: Susan J. Riggs, Esquire (WV State Bar # 5246), Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 14
PARCEL 196

JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

OF
1

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT, made this ____ day of _____, 2020, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, party of the first part, and THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the Board, its heirs, successors, assigns, or contractors, a temporary construction easement and right-of-way of such width and length as is reasonable and necessary for the purposes of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing underground sanitary sewer lines and all appurtenances thereto which are located on property owned by the party of the first part, and/or adjacent property, and for ingress to and egress from the area of the temporary easement and right-of-way hereby conveyed, including the mobility of equipment, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled Easement Exhibit, dated July 2, 2020. The property which is subject to this temporary easement and right-of-way was conveyed to the party of the first part by a deed, which is of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia in Deed Book 2363, at page 398.

Together with the right, but not the duty, to cut, trim, clear and otherwise control and remove from the area of the temporary easement and right-of-way hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures or other obstructions that may endanger the safety of or interfere with the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of said sanitary sewer line.

The temporary easement and right-of-way hereby granted and conveyed is made upon and subject to the following terms and conditions:

1. The party of the first part shall not, without advance written consent from the Board: (a) construct any improvements on the area of the temporary easement and right-of-way; (b) take any other action that would interfere with the rights of the Board to use the temporary easement and right-of-way to construct, install, operate, maintain, repair, replace, rehabilitate, line, and remove the sanitary sewer line on property owned by the party of the first part and/or adjacent property; or (c) alter the profile of the easement and right-of-way area.

2. The Board agrees: (a) to not construct any permanent improvements on the property referenced herein; (b) to not permanently alter the ground profile; and (c) to restore the property referenced herein to its condition immediately prior to construction as nearly as reasonably possible.

3. This agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

4. This temporary easement and right-of-way shall expire five (5) years from the date of this Agreement.

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part hereby declares that this temporary easement is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, the City of Charleston, a West Virginia municipal corporation, has caused its name to be signed hereto and its seal to be affixed by its duly qualified officers as of the date first above written.

CITY OF CHARLESTON

By: _____
Amy Shuler Goodwin
Mayor

ATTEST:

Miles C. Cary, II, City Clerk

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, To-Wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by AMY SHULER GOODWIN, the Mayor of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of said municipal corporation.

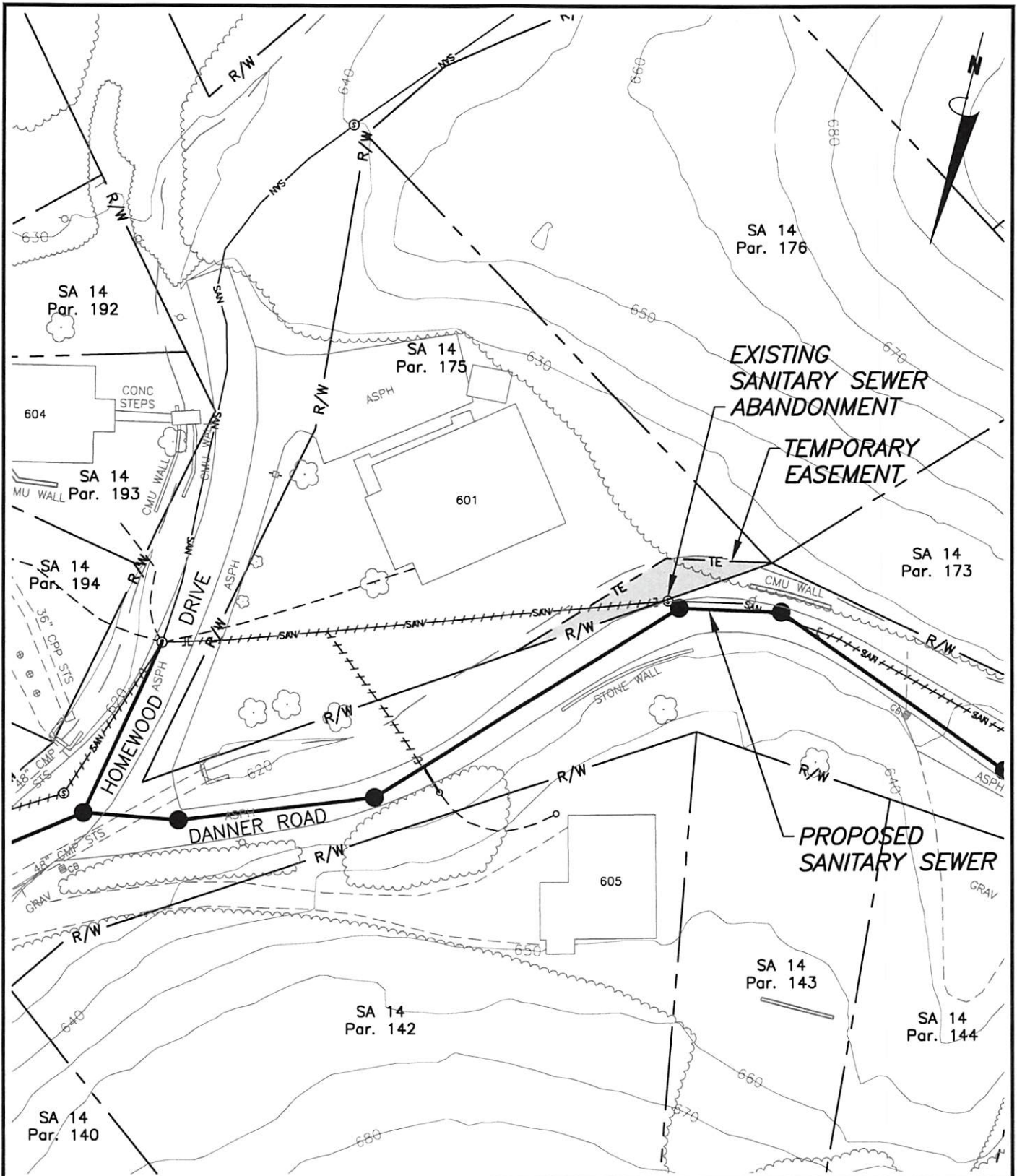
Given under my hand this _____ day of _____, 2020.

My commission expires _____

Notary Public

[NOTARIAL SEAL]

This instrument was prepared by: Susan J. Riggs, Esquire (WV State Bar # 5246), Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 14
PARCEL 175

JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

OF
1

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT, made this ____ day of _____, 2020, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, party of the first part, and THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the Board, its heirs, successors, assigns, or contractors, a temporary construction easement and right-of-way of such width and length as is reasonable and necessary for the purposes of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing underground sanitary sewer lines and all appurtenances thereto which are located on property owned by the party of the first part, and/or adjacent property, and for ingress to and egress from the area of the temporary easement and right-of-way hereby conveyed, including the mobility of equipment, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled Easement Exhibit, dated July 2, 2020. The property which is subject to this temporary easement and right-of-way was conveyed to the party of the first part by a deed, which is of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia in Deed Book 1993, at page 158.

Together with the right, but not the duty, to cut, trim, clear and otherwise control and remove from the area of the temporary easement and right-of-way hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures or other obstructions that may endanger the safety of or interfere with the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of said sanitary sewer line.

The temporary easement and right-of-way hereby granted and conveyed is made upon and subject to the following terms and conditions:

1. The party of the first part shall not, without advance written consent from the Board: (a) construct any improvements on the area of the temporary easement and right-of-way; (b) take any other action that would interfere with the rights of the Board to use the temporary easement and right-of-way to construct, install, operate, maintain, repair, replace, rehabilitate, line, and remove the sanitary sewer line on property owned by the party of the first part and/or adjacent property; or (c) alter the profile of the easement and right-of-way area.
2. The Board agrees: (a) to not construct any permanent improvements on the property referenced herein; (b) to not permanently alter the ground profile; and (c) to restore the property referenced herein to its condition immediately prior to construction as nearly as reasonably possible.
3. This agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.
4. This temporary easement and right-of-way shall expire five (5) years from the date of this Agreement.

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part hereby declares that this temporary easement is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, the City of Charleston, a West Virginia municipal corporation, has caused its name to be signed hereto and its seal to be affixed by its duly qualified officers as of the date first above written.

CITY OF CHARLESTON

By: _____
Amy Shuler Goodwin
Mayor

ATTEST:

Miles C. Cary, II, City Clerk

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, To-Wit:

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

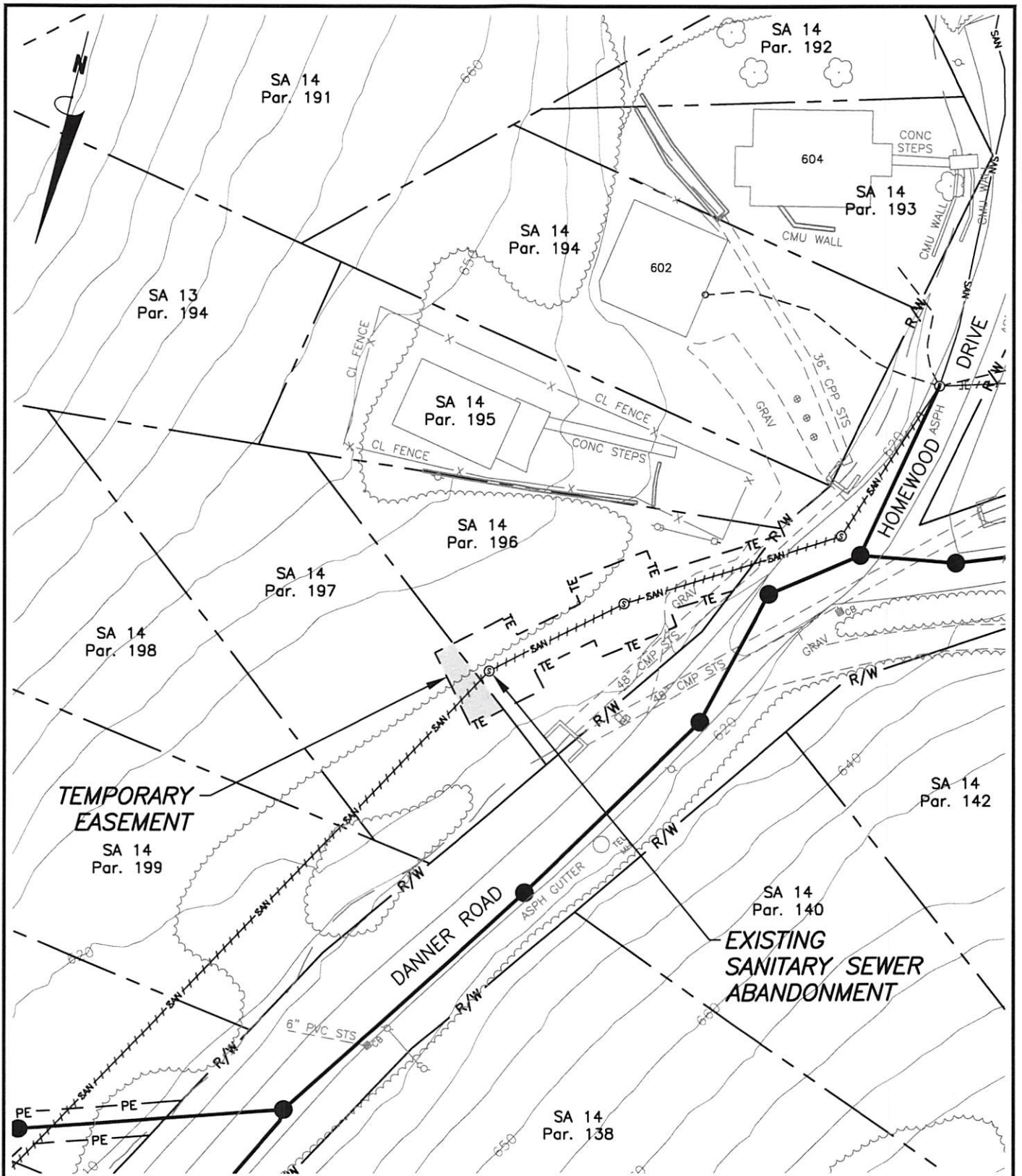
Given under my hand this ____ day of _____, 2020.

My commission expires _____

Notary Public

[NOTARIAL SEAL]

This instrument was prepared by: Susan J. Riggs, Esquire (WV State Bar # 5246), Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 14
PARCEL 197

JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

OF
1

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT, made this ____ day of _____, 2020, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, party of the first part, and THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the Board, its heirs, successors, assigns, or contractors, a temporary construction easement and right-of-way of such width and length as is reasonable and necessary for the purposes of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing underground sanitary sewer lines and all appurtenances thereto which are located on property owned by the party of the first part, and/or adjacent property, and for ingress to and egress from the area of the temporary easement and right-of-way hereby conveyed, including the mobility of equipment, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled Easement Exhibit, dated July 2, 2020. The property which is subject to this temporary easement and right-of-way was conveyed to the party of the first part by a deed, which is of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia in Deed Book 1993, at page 158.

Together with the right, but not the duty, to cut, trim, clear and otherwise control and remove from the area of the temporary easement and right-of-way hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures or other obstructions that may endanger the safety of or interfere with the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of said sanitary sewer line.

The temporary easement and right-of-way hereby granted and conveyed is made upon and subject to the following terms and conditions:

1. The party of the first part shall not, without advance written consent from the Board: (a) construct any improvements on the area of the temporary easement and right-of-way; (b) take any other action that would interfere with the rights of the Board to use the temporary easement and right-of-way to construct, install, operate, maintain, repair, replace, rehabilitate, line, and remove the sanitary sewer line on property owned by the party of the first part and/or adjacent property; or (c) alter the profile of the easement and right-of-way area.

2. The Board agrees: (a) to not construct any permanent improvements on the property referenced herein; (b) to not permanently alter the ground profile; and (c) to restore the property referenced herein to its condition immediately prior to construction as nearly as reasonably possible.

3. This agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

4. This temporary easement and right-of-way shall expire five (5) years from the date of this Agreement.

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part hereby declares that this temporary easement is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, the City of Charleston, a West Virginia municipal corporation, has caused its name to be signed hereto and its seal to be affixed by its duly qualified officers as of the date first above written.

CITY OF CHARLESTON

By: _____
Amy Shuler Goodwin
Mayor

ATTEST:

Miles C. Cary, II, City Clerk

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, To-Wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by AMY SHULER GOODWIN, the Mayor of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of said municipal corporation.

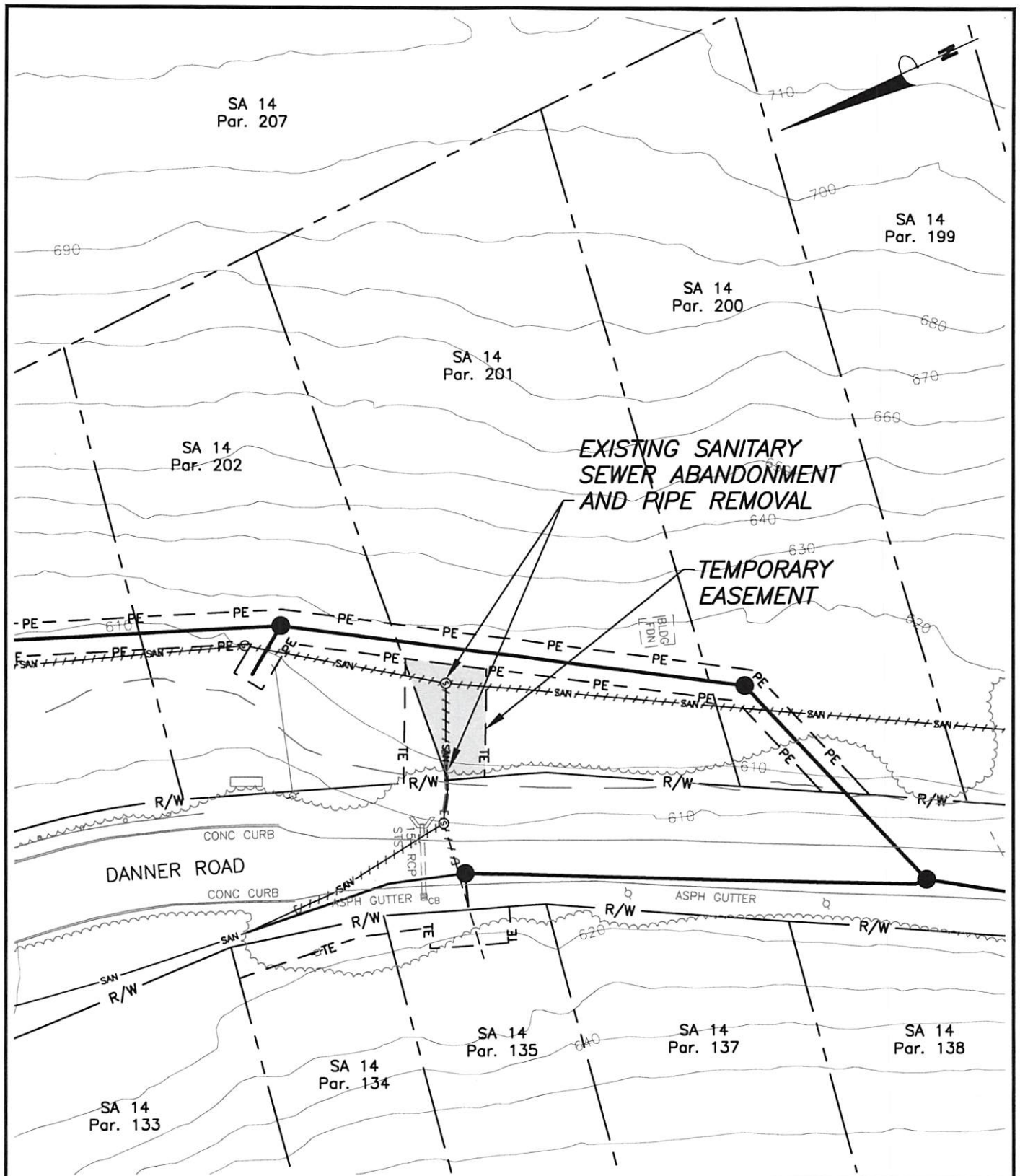
Given under my hand this _____ day of _____, 2020.

My commission expires _____

Notary Public

[NOTARIAL SEAL]

This instrument was prepared by: Susan J. Riggs, Esquire (WV State Bar # 5246), Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 14
PARCEL 201

JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.
1

OF
1

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT, made this ____ day of _____, 2020, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, party of the first part, and THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the Board, its heirs, successors, assigns, or contractors, a temporary construction easement and right-of-way of such width and length as is reasonable and necessary for the purposes of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing underground sanitary sewer lines and all appurtenances thereto which are located on property owned by the party of the first part, and/or adjacent property, and for ingress to and egress from the area of the temporary easement and right-of-way hereby conveyed, including the mobility of equipment, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled Easement Exhibit, dated July 2, 2020. The property which is subject to this temporary easement and right-of-way was conveyed to the party of the first part by a deed, which is of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia in Deed Book 1993, at page 158.

Together with the right, but not the duty, to cut, trim, clear and otherwise control and remove from the area of the temporary easement and right-of-way hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures or other obstructions that may endanger the safety of or interfere with the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of said sanitary sewer line.

The temporary easement and right-of-way hereby granted and conveyed is made upon and subject to the following terms and conditions:

1. The party of the first part shall not, without advance written consent from the Board: (a) construct any improvements on the area of the temporary easement and right-of-way; (b) take any other action that would interfere with the rights of the Board to use the temporary easement and right-of-way to construct, install, operate, maintain, repair, replace, rehabilitate, line, and remove the sanitary sewer line on property owned by the party of the first part and/or adjacent property; or (c) alter the profile of the easement and right-of-way area.
2. The Board agrees: (a) to not construct any permanent improvements on the property referenced herein; (b) to not permanently alter the ground profile; and (c) to restore the property referenced herein to its condition immediately prior to construction as nearly as reasonably possible.
3. This agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.
4. This temporary easement and right-of-way shall expire five (5) years from the date of this Agreement.

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part hereby declares that this temporary easement is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, the City of Charleston, a West Virginia municipal corporation, has caused its name to be signed hereto and its seal to be affixed by its duly qualified officers as of the date first above written.

CITY OF CHARLESTON

By: _____
Amy Shuler Goodwin
Mayor

ATTEST:

Miles C. Cary, II, City Clerk

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, To-Wit:

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

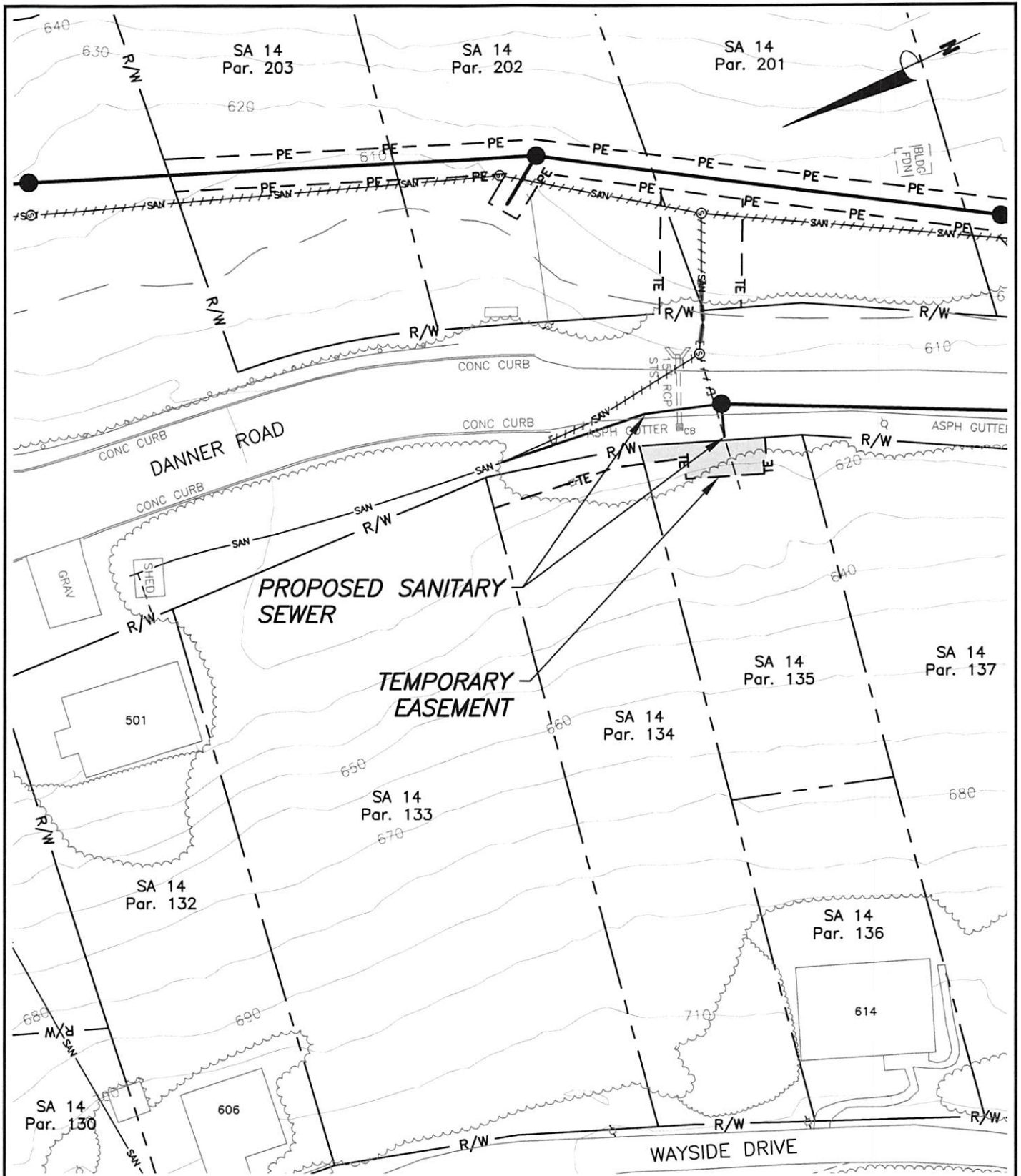
Given under my hand this ____ day of _____, 2020.

My commission expires _____

Notary Public

[NOTARIAL SEAL]

This instrument was prepared by: Susan J. Riggs, Esquire (WV State Bar # 5246), Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON SOUTH ANNEX CORPORATION
DISTRICT 09

MAP NO. 14
PARCEL 135

JOB NO. 56502

SCALE: NONE

DATE: 7/02/20

SHEET NO.

1

OF

1