CHARLESTON CITY COUNCIL

Regular Meeting

October 5, 2020
at 7:00 PM

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

City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

***Join via internet:**
https://us02web.zoom.us/j/83743690955?pwd=OXVOMFh6NE5XQUJmSnhvVW54ZUZoUT09
Passcode: 330157
***Join via Telephone: (312) 626-6799 or (929) 436-2866**
Webinar ID: 837 4369 0955
***Join via CivicClerk: https://charlestonwv.civicclerk.com**

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. INTERESTED PUBLIC SPEAKERS MUST REGISTER WITH THE CLERK'S OFFICE VIA PHONE ON OCTOBER 5, 2020 FROM 3:00-6:00 P.M. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)). 304-348-8179.
2. Claims 10-5-2020

PROCLAMATIONS

1. 10-5-2020

COMMUNICATIONS

1. 10-5-2020

REPORTS OF STANDING COMMITTEES

PLANNING, STREETS AND TRAFFIC

1. Bill No. 7881 – A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia by rezoning from the C-12: Shopping Center to the R-4: Single Family Residential zoning district one district area comprising the Yorktowne Subdivision.
2. Bill No. 7882 – A bill mending the Zoning Ordinance of the City of Charleston, West Virginia by modifying the conditions of approval for bars in the C-4 Neighborhood Commercial District, C-8 Village Commercial District, CBD Central Business District, UCD Urban Corridor District, and CVD Corridor Village District.

FINANCE

1. Resolution No. 382-20 - Authorizing the Finance Director to amend the 2019 Community Development Block Grant CV budget
2. 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
3. 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
4. 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

REPORTS OF OFFICERS

1. 10-5-2020

NEW BILLS

1. 10-5-2020

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE HELD OCTOBER 19, 2020 AT 7:00 P.M.

Page | 3 of

AFFIDAVIT
City of Charleston

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

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Andrea Alden, **Claimant,**

who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 915 Woodoak Lane, Charleston, WV 25314

Telephone Number: (304) 444-3214

and that on the 17th day of September, 2019/2020, at approximately 9 am/pm in the City of Charleston, West Virginia, he/she sustained

Mailbox and post were damaged by the trash truck

Nature Of Injury And/Or Damage

As A Result Of:

trash truck struck the box & split the post & damaged mailbox. All of which will need to be replaced

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

Andrea R Alden

Signature of Claimant

Taken, subscribed and sworn to before me this 24th day of September, 2020.
My commission expires July 31st 2023.

Notary Public

RECEIVED
SEP 28 2020
OFFICE OF CITY CLERK

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Ryan S. Boustany
1980 Mt. Alpha Road
Charleston, WV 25304
My Commission Expires July 31, 2023

AFFIDAVIT
City of Charleston

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

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Phyllis Frederick, **Claimant,**

who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1212 Larchwood Rd, Charleston, WV 25314

Telephone Number: 304-346-7608

and that on the 25TH day of AUGUST, 2019/2020, at approximately 7 am/pm in the City of Charleston, West Virginia, he/she sustained

My 2012 Buick Enclave windshield was damaged from a very large limb fell out of a city tree and hit my windshield & broke it.

Nature Of Injury And/Or Damage

As A Result Of:
Location of large tree on 4612 area of Venable Ave I was parked and a very large limb fell and broke my windshield on my 2012 Buick Enclave. Next day I had it replaced. Total cost to replace was $221.49

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

Phyllis Frederick

Signature of Claimant

Taken, subscribed and sworn to before me this 22 day of September, 2020.
My commission expires May 29, 2023.

Mary C McCoy

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Mary C. McCoy
2336 Old Rt 60
Culloden, WV 25510
My Commission Expires May 29, 2023

RECEIVED
SEP 23 2020
OFFICE OF CITY CLERK

AFFIDAVIT
City of Charleston

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

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Ronnie W. Meadows, **Claimant,**

who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 573 Garrison Avenue Charleston, WV 25302

Telephone Number: 304-344-5239

and that on the 9 day of September, 2019/2020, at approximately 2:00 am/pm ± in the City of Charleston, West Virginia, he/she sustained

damage to vehicle

Nature Of Injury And/Or Damage

As A Result Of:

City Mower throwing rock into passenger side of door creating an espcially deep dent. Will have to repaired at body shop
Reference: Ford Explorer

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

RECEIVED
SEP 17 2020
OFFICE OF CITY CLERK

Ronnie W Meadows
Signature of Claimant

Taken, subscribed and sworn to before me this 15 day of September, 2020.
My commission expires July 23, 2024.

Glada R. Stone
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Glada R. Stone
567 Garrison Ave.
Charleston, WV 25302
My Commission Expires July 23, 2024

PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: **Miles Carey, City Clerk**

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

Date: **September 28, 2020**

Subject: **Bill No. 7881**

The Committee on Planning, Streets, and Traffic had under consideration Bill #7881 attached hereto and made a part thereof.

Your Committee finds:

1. The rezoning is consistent with the future land use map which designates this property as "Suburban Neighborhood".
2. The rezoning will provide ongoing protection to the residents and property owners of the Yorktowne subdivision.
3. The rezoning brings the zoning classification into agreement with the use of the land.
4. Rezoning supports the Comprehensive Plan's goal of "Retaining existing single-family neighborhoods".

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

Mary Beth Hoover – VIA Phone
Chair

Naomi Bays – VIA Phone
Becky Ceperley– VIA Phone
Will Laird – VIA Phone
Adam Knauff – VIA Phone
Chad Robinson – VIA Phone
Sam Minardi – VIA Phone

Bill No. 7881

Introduced in Council	Passed by Council
September 8, 2020	
Introduced by	Referred to
Brady Campbell	**Municipal Planning Commission** **Planning, Streets, and Traffic**

Bill No. 7881 – A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from the C-12: Shopping Center to the R-4: Single Family Residential zoning district one district area comprising the Yorktowne Subdivision, as shown on the attached map included as Exhibit A, Charleston, West Virginia.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from C-12: Shopping Center to the R-4: Single Family Residential the whole of the following described parcels of land:

    That certain zoning district area being the Yorktowne Subdivision, as shown on the attached map included as Exhibit A, Charleston, West Virginia.

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

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

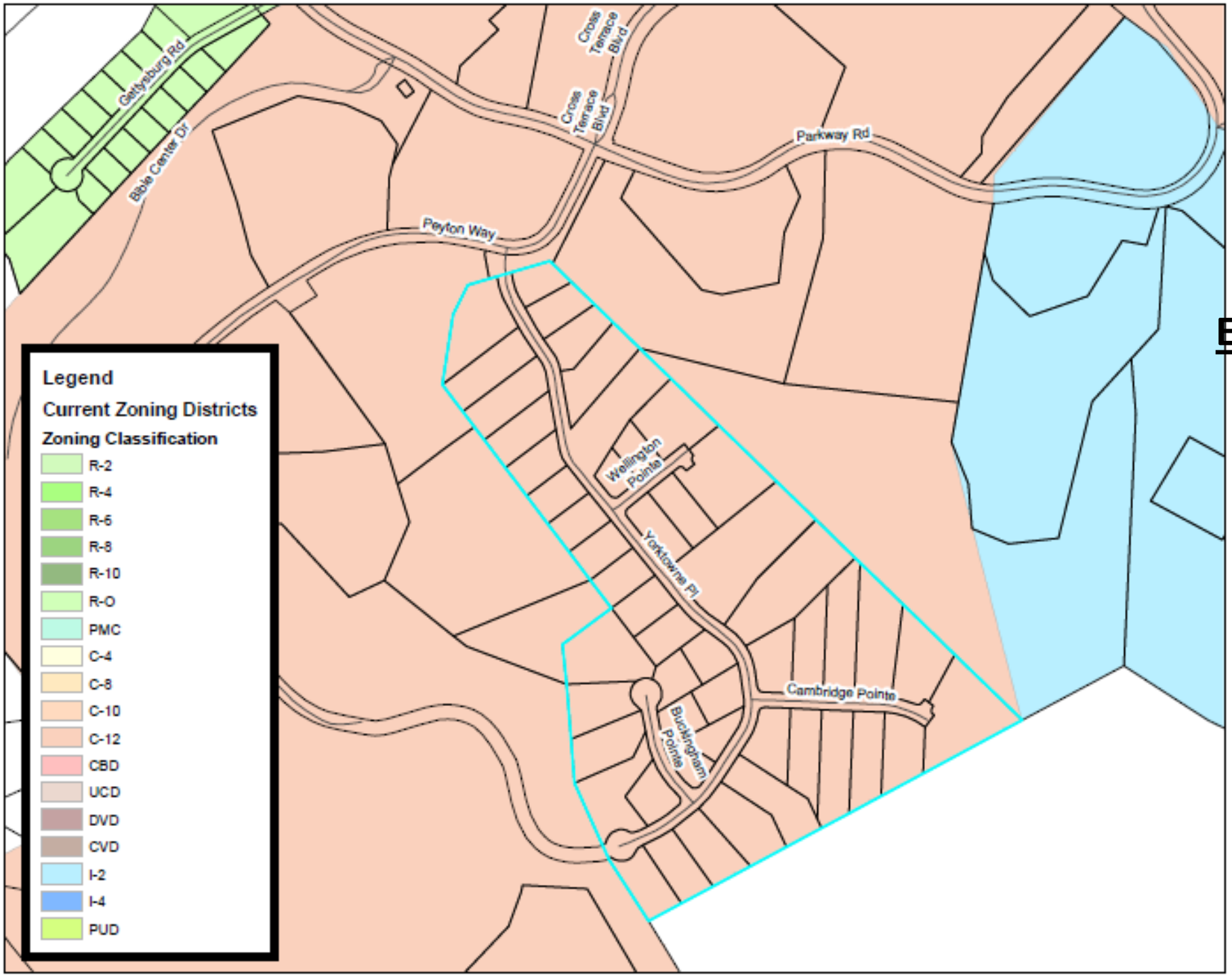

Gettysburg Rd
Bible Center Dr
Cross Terrace Blvd
Cross Terrace Blvd
Parkway Rd
Peyton Way
Wellington Pointe
Yorktowne Pl
Cambridge Pointe
Buckingham Pointe
Legend
Current Zoning Districts
Zoning Classification
R-2
R-4
R-6
R-8
R-10
R-O
PMC
C-4
C-8
C-10
C-12
CBD
UCD
DVD
CVD
I-2
I-4
PUD

Exhibit – A

PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: **Miles Carey, City Clerk**

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

Date: **September 28, 2020**

Subject: **Bill No. 7882**

The Committee on Planning, Streets, and Traffic had under consideration Bill #7882 attached hereto and made a part thereof.

The Committee finds:

1. The Bill will provide clarification and guidance for the Board of Zoning Appeals and applicants on the review and approval of conditional use applications for bars and alcohol beverage sales; and
2. The Bill will increase public safety by allowing the Board of Zoning Appeals to review, approve, and hold applicants accountable for safety plans and practices at the establishment.

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

Mary Beth Hoover – VIA Phone
Chair

Naomi Bays – VIA Phone
Becky Ceperley– VIA Phone
Will Laird – VIA Phone
Adam Knauff – VIA Phone
Chad Robinson – VIA Phone
Sam Minardi – VIA Phone

Bill No. 7882

Introduced in Council	Passed by Council
September 8, 2020	
Introduced by	Referred to
Mary Beth Hoover	**Municipal Planning Commission** **Planning, Streets, and Traffic**

Bill No. 7882 – A bill mending the Zoning Ordinance of the City of Charleston, West Virginia, adopted January 1, 2006, as amended, by modifying the conditions of approval for bars in the C-4 Neighborhood Commercial District, C-8 Village Commercial District, CBD Central Business District, UCD Urban Corridor District, and CVD Corridor Village District.

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

The Zoning Ordinance for the City of Charleston, West Virginia, effective January 1, 2006, is hereby amended as follows:

1) In Article 3 Supplemental Regulations Pertaining to Land Use Table

52. Alcoholic Beverage Sales.
   a. The following apply when a conditional use permit is required:
   b. As part of a request for conditional use permit, the applicant shall provide information necessary for the Planning Department to conduct research regarding relevant licensing and enforcement activity at the Alcohol Beverage Control Administration of the State of West Virginia. In reaching a decision, the Board of Zoning Appeals may consider past violations and enforcement actions on record at the ABCA.
   c. As part of a request for conditional use permit, the applicant shall provide a written Security & Operations Plan in a form and manner as prescribed by the Planning Department. The contents of the plan shall include, but are not limited to, the following:
      1. Hours of operation.
      2. Type and frequency of entertainment to be provided.
      3. Food service plans, including menu and means of preparation.
      4. The number and locations of security personnel.
      5. The number and locations of video surveillance, both interior and exterior.

6. Commitment to staff training.

d. The Board of Zoning Appeals may give special consideration to the potential impacts on parks and public spaces.

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

Resolution No. 382-20

Introduced in Council: October 5, 2020

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: 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:

ACCOUNT	DESCRIPTION	INCREASE/(DECREASE)	
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

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

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

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

That the Mayor is hereby authorized to approve a substantial amendment to the City of Charleston's 2018 and 2019 Annual Action Plans. On April 10, 2020, a memorandum was issued by the United States Department of Housing and Urban Development. This memorandum provided statutory suspension and regulatory waivers to enable HOME participating 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 Requrements
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.

Mayor's Office of Economic and Community Development
105 McFarland Street
Charleston, West Virginia 25301

Phone: (304) 348-8035
Fax: (304) 348-0704
MOECD@CityofCharleston.org

May 26, 2020

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Re: Suspensions and Waivers in Response to Covid-19 Pandemic

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

- Increase the administration and planning cost from 10% to 25% of FY 2019 and FY 2020 allocations and program income.
- Suspend the CHDO set-aside requirement for the fiscal years 2017, 2018, 2019, and 2020
- Reduce the matching requirements by 100% for FY 2020 and FY 2021 for HOME activities.
- 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 resulted from the Covid-19 pandemic.

Respectfully submitted,

Lawrence J. Malone
Director
Mayor's Office of Economic
and Community Development
City of Charleston, W.Va.

Resolution No. 384-20

Introduced in Council	Passed by Council
October 5, 2020	
Introduced by Joseph Jenkins	Referred from Finance Committee

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.

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

That the Mayor or City Manager is hereby authorized 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.

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

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 as referenced in the attached documents.

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

That the Mayor or City Manager is hereby authorized to grant temporary and permanent easements from the City to the Charleston Sanitary Board for the Danner Hollow Sewer Rehabilitation and Replacement Project as referenced in the attached documents.

Charleston South Annex Tax Map 14 / Parcel 200

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.

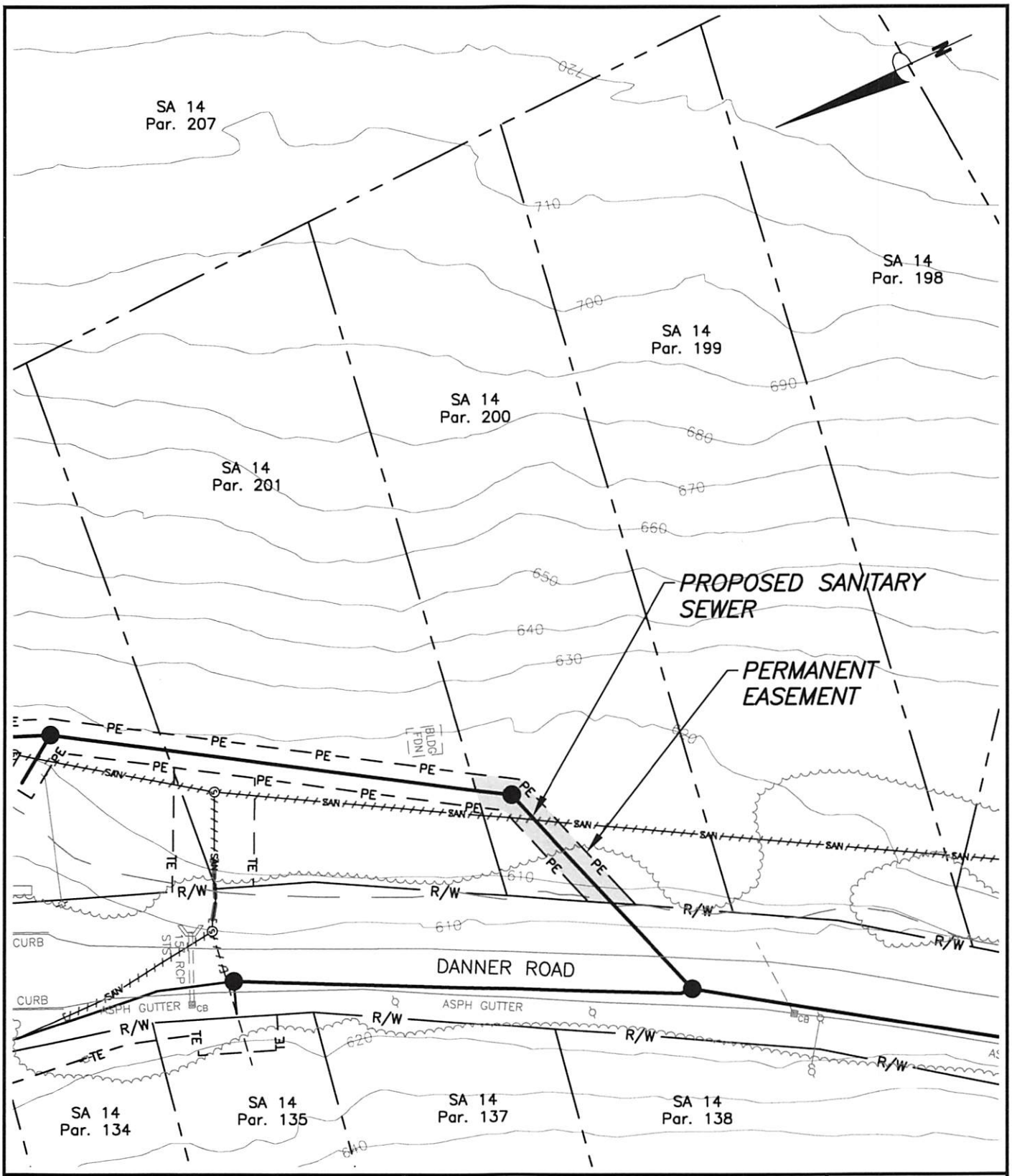
Given under my hand this _____ day of _____, 2020.

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	CSB THE SANITARY BOARD OF THE CITY OF CHARLESTON WEST VIRGINIA	TITLE: EASEMENT EXHIBIT	JOB NO. 56502
		CHARLESTON SOUTH ANNEX CORPORATION DISTRICT 09	SCALE: NONE
			DATE: 7/02/20
		MAP NO. 14 PARCEL 200	SHEET NO. 1 OF 1

Charleston South Annex Tax Map 14 / Parcel 201

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.

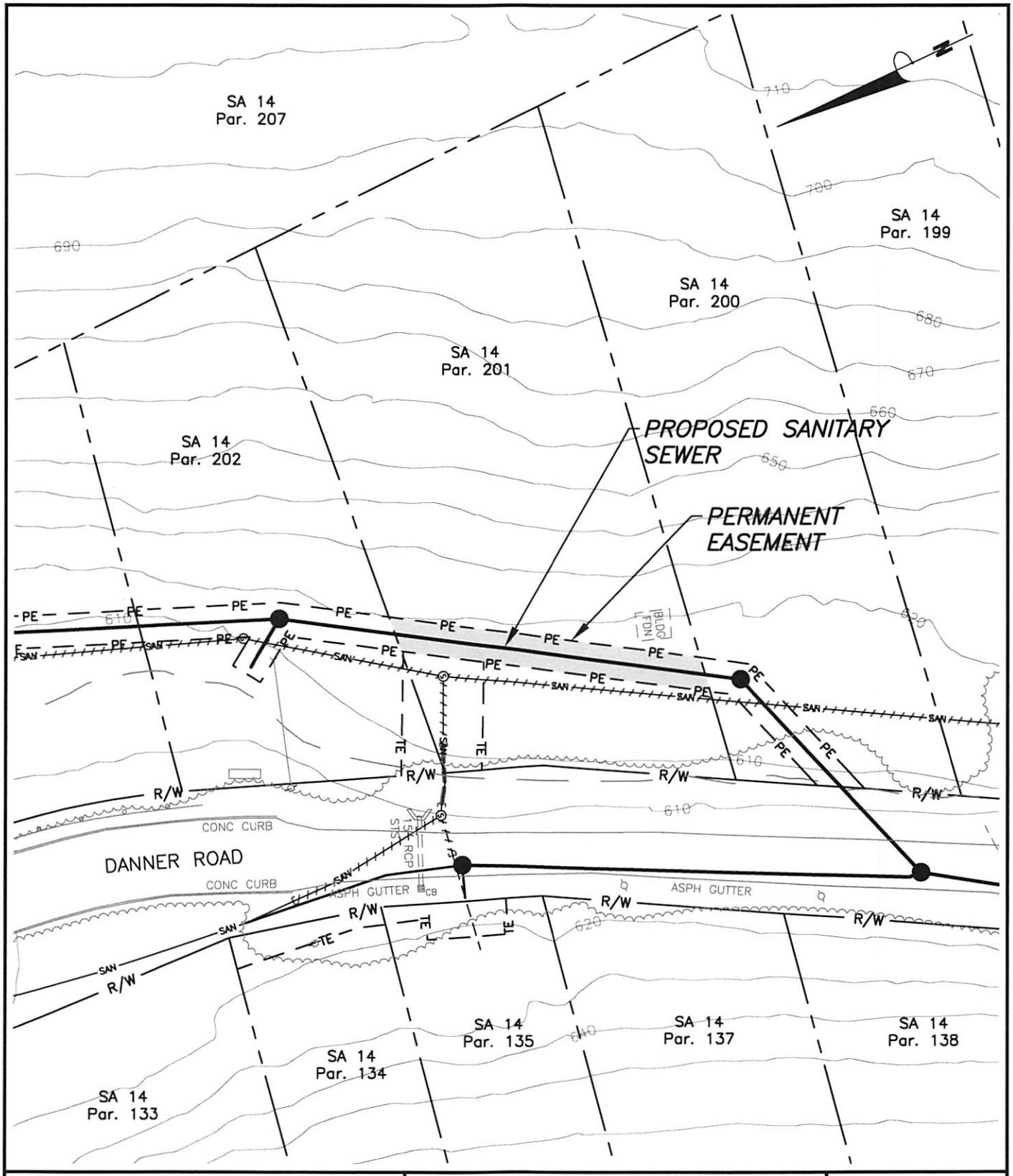
Given under my hand this _____ day of _____, 2020.

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	JOB NO. 56502	
	CHARLESTON SOUTH ANNEX CORPORATION DISTRICT 09	SCALE: NONE	
		DATE: 7/02/20	
	MAP NO. 14 PARCEL 201	SHEET NO. 1	OF 1

Charleston South Annex Tax Map 14 / Parcel 196

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.

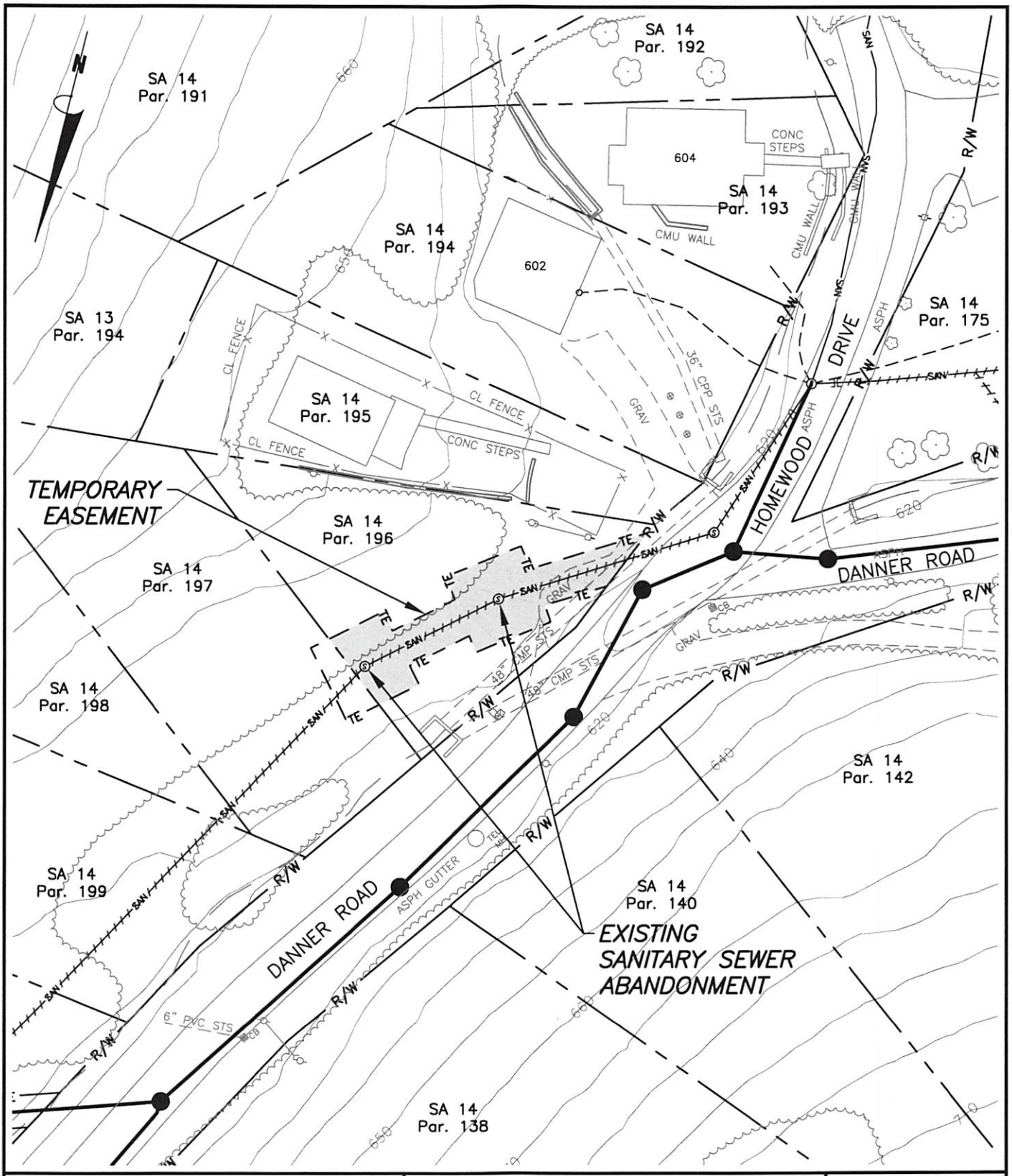
Given under my hand this _____ day of _____, 2020.

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	JOB NO. 56502	
	CHARLESTON SOUTH ANNEX CORPORATION DISTRICT 09	SCALE: NONE	
		DATE: 7/02/20	
	MAP NO. 14 PARCEL 196	SHEET NO. 1	OF 1

Charleston South Annex Tax Map 14 / Parcel 175

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.

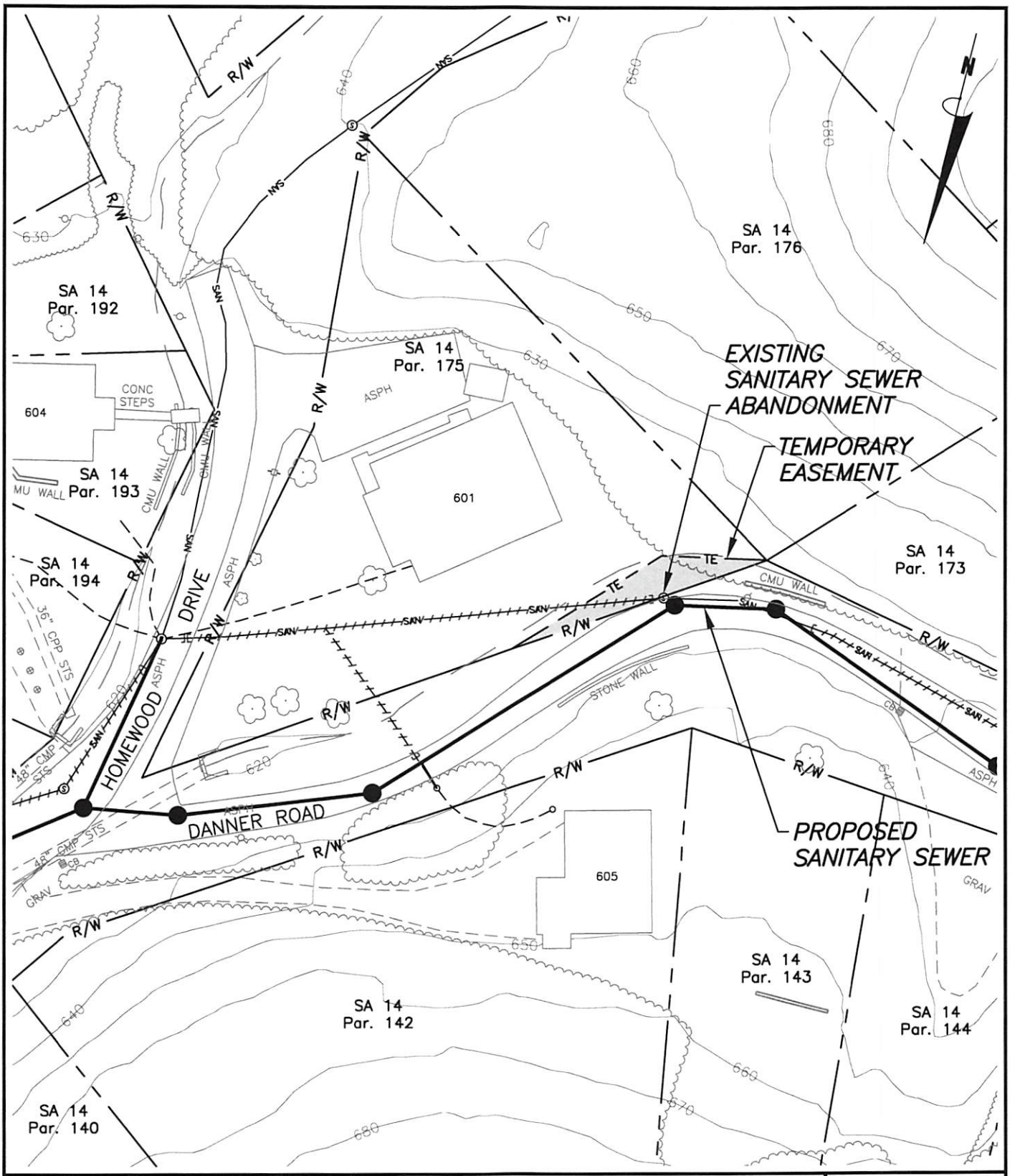
Given under my hand this _____ day of _____, 2020.

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	CSB THE SANITARY BOARD OF THE CITY OF CHARLESTON WEST VIRGINIA	TITLE: EASEMENT EXHIBIT	JOB NO. 56502
		CHARLESTON SOUTH ANNEX CORPORATION DISTRICT 09	SCALE: NONE
			DATE: 7/02/20
		MAP NO. 14 PARCEL 175	SHEET NO. 1 OF 1

Charleston South Annex Tax Map 14 / Parcel 197

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.

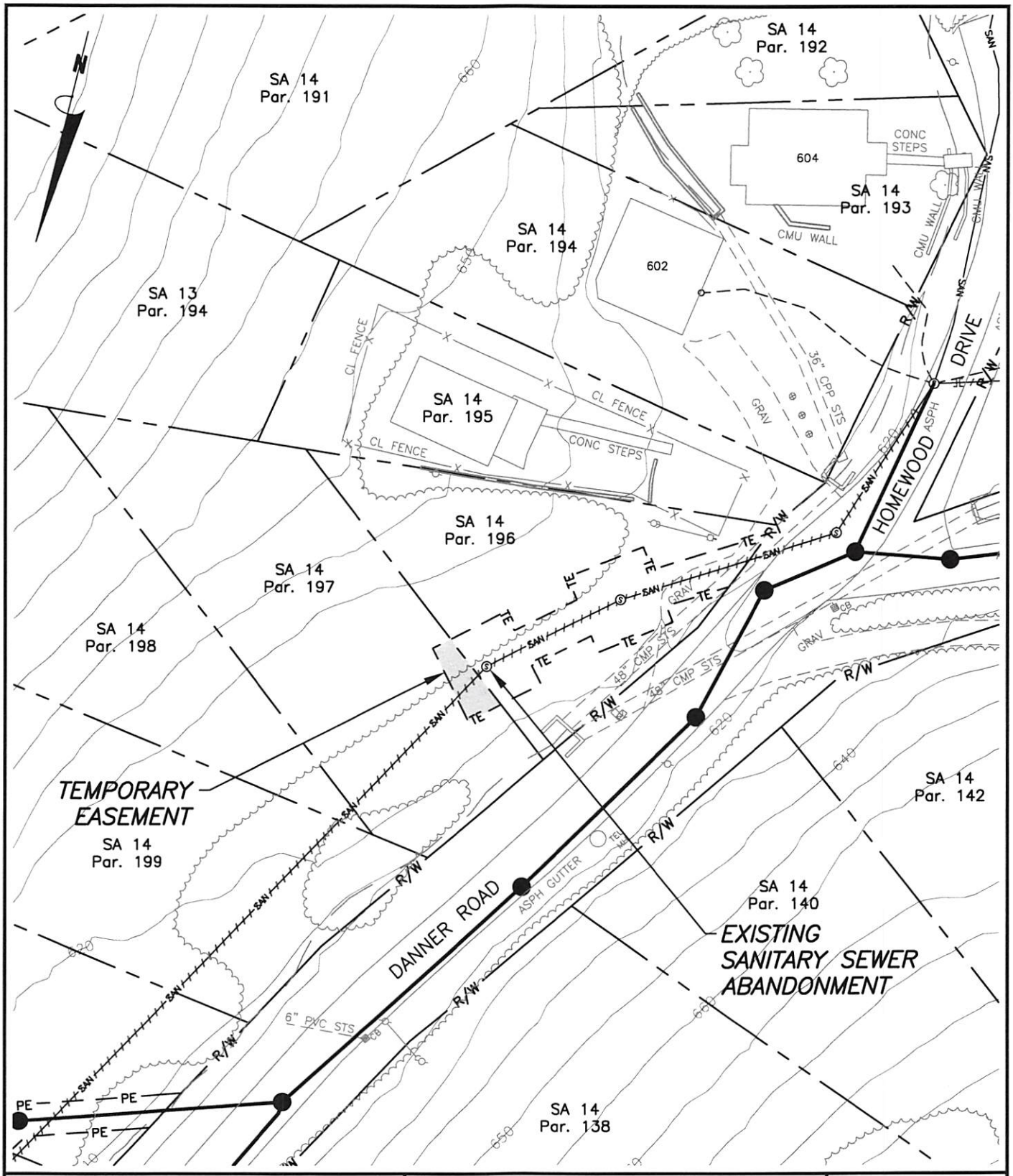
Given under my hand this _____ day of _____, 2020.

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	CSB THE SANITARY BOARD OF THE CITY OF CHARLESTON WEST VIRGINIA	TITLE: EASEMENT EXHIBIT	JOB NO. 56502
		CHARLESTON SOUTH ANNEX CORPORATION DISTRICT 09	SCALE: NONE
			DATE: 7/02/20
		MAP NO. 14 PARCEL 197	SHEET NO. 1 OF 1

Charleston South Annex Tax Map 14 / Parcel 201

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.

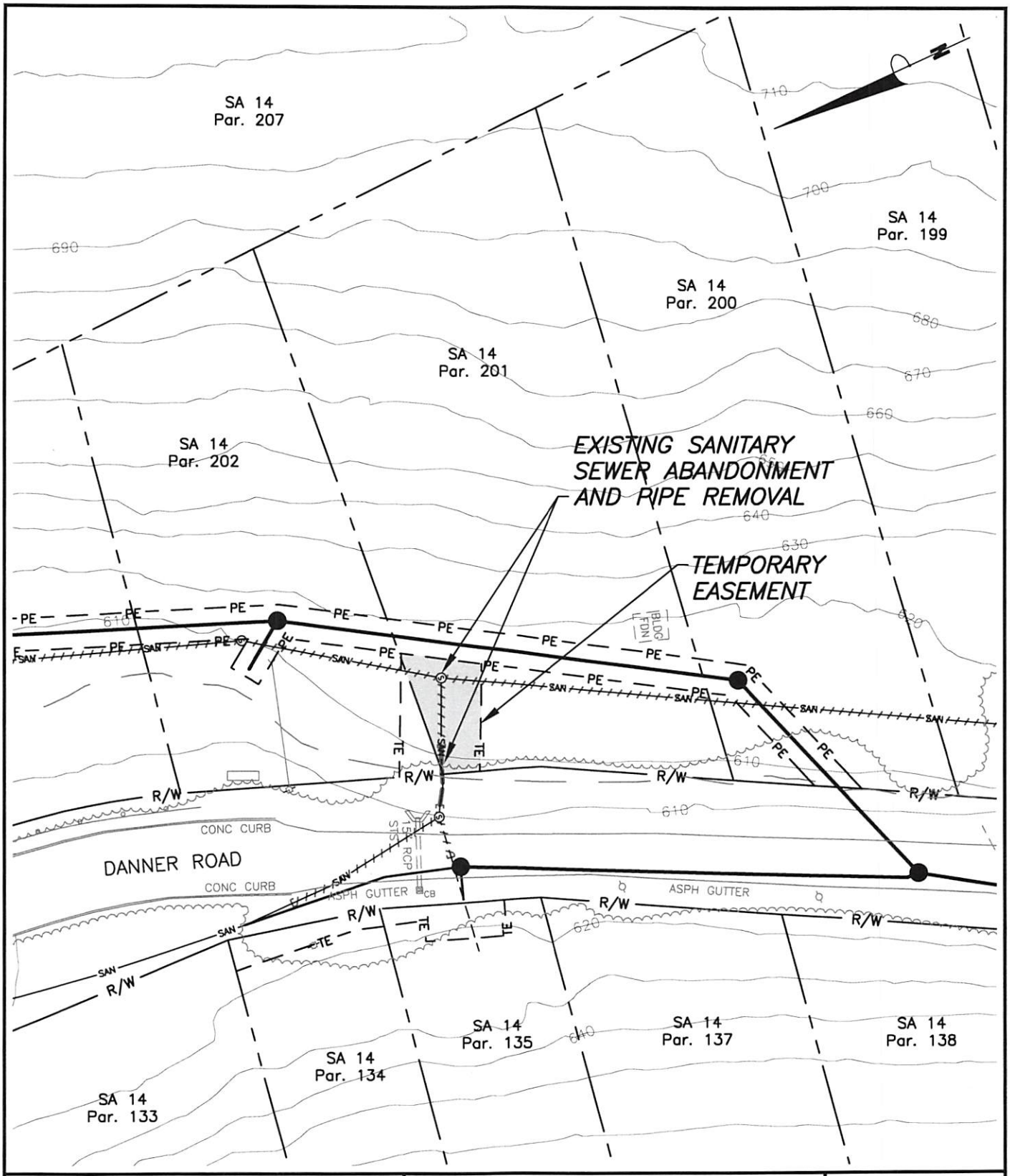
Given under my hand this _____ day of _____, 2020.

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	JOB NO.	56502
	CHARLESTON SOUTH ANNEX CORPORATION DISTRICT 09	SCALE:	NONE
		DATE:	7/02/20
	MAP NO. 14 PARCEL 201	SHEET NO. 1	OF 1

Charleston South Annex Tax Map 14 / Parcel 135

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.

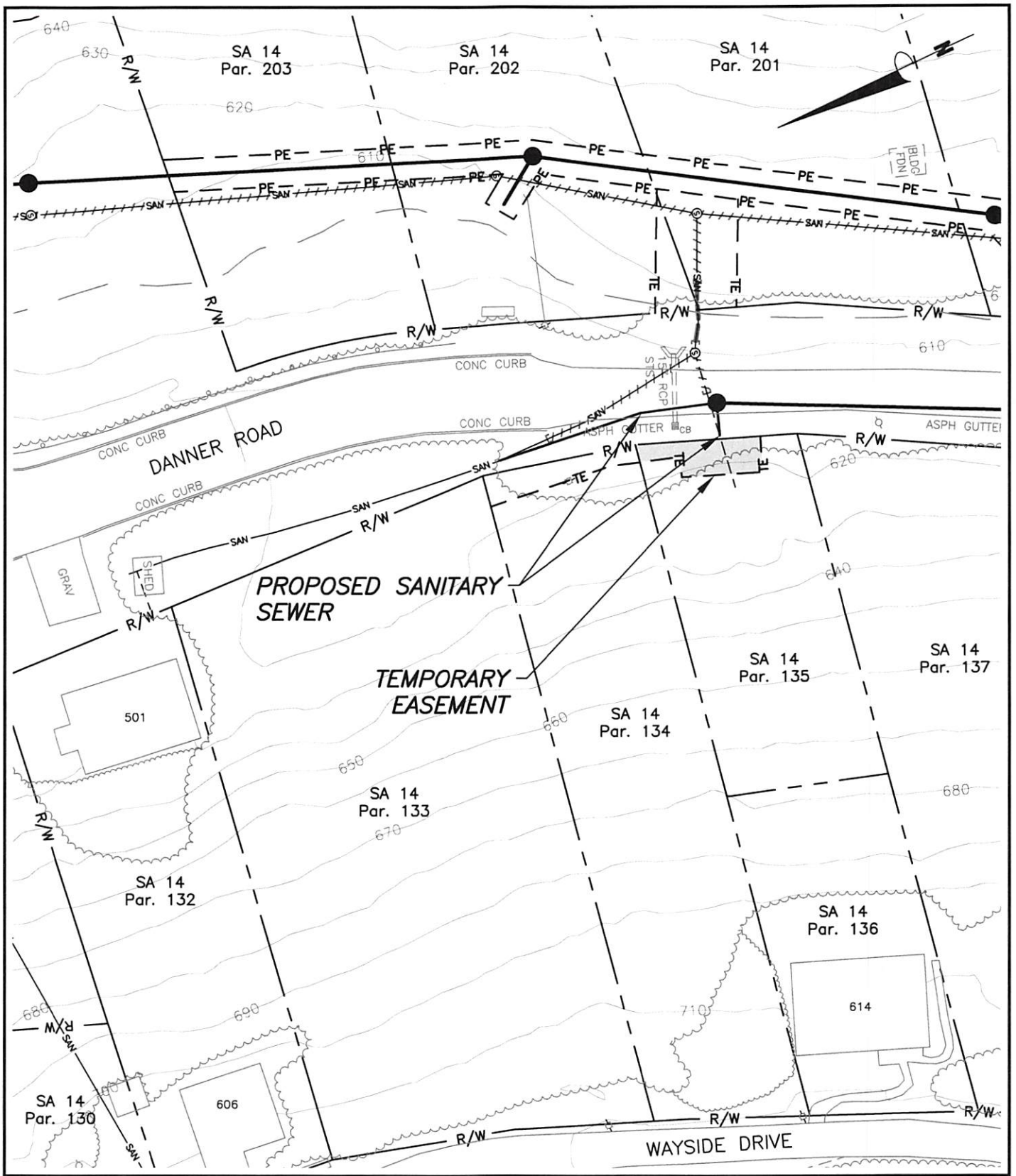
Given under my hand this _____ day of _____, 2020.

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	JOB NO. 56502	
	CHARLESTON SOUTH ANNEX CORPORATION DISTRICT 09	SCALE: NONE	
		DATE: 7/02/20	
	MAP NO. 14 PARCEL 135	SHEET NO. 1	OF 1

CITY OF CHARLESTON
Payroll Variance Analysis
September 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	22,538	22,538	0	0.00%	67,615	67,508	108	0.16%	293,000	225,492
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**22,538**	**22,538**	**0**	**0.00%**	**67,615**	**67,508**	**108**	**0.16%**	**293,000**	**225,492**
Mayor - CARE Office	409-02	Regular	12,315	8,538	3,777	30.67%	29,392	25,508	3,885	13.22%	160,100	134,592
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**12,315**	**8,538**	**3,777**	**30.67%**	**29,392**	**25,508**	**3,885**	**13.22%**	**160,100**	**134,592**
City Council	410	Regular	13,000	12,750	250	1.92%	39,000	32,000	7,000	17.95%	169,000	137,000
		IPT	-	-	-		-	-	-		-	-
Budget	**26**	OT	-	-	-		-	-	-		-	-
Actual	**26**	**Total**	**13,000**	**12,750**	**250**	**1.92%**	**39,000**	**32,000**	**7,000**	**17.95%**	**169,000**	**137,000**
City Manager - Admin.	412-00	Regular	37,553	34,785	2,769	7.37%	112,660	92,179	20,480	18.18%	488,193	396,014
		IPT	-	2,200	(2,200)		-	6,200	(6,200)		-	(6,200)
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**6**	**Total**	**37,553**	**36,985**	**569**	**1.51%**	**112,660**	**98,379**	**14,280**	**12.68%**	**488,193**	**389,814**
City Treasurer	413	Regular	9,785	7,442	2,344	23.95%	29,356	26,905	2,452	8.35%	127,211	100,306
		IPT	692	600	92	13.33%	2,077	1,860	217	10.44%	9,000	7,140
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**10,478**	**8,042**	**2,436**	**23.25%**	**31,433**	**28,765**	**2,669**	**8.49%**	**136,211**	**107,446**
City Collector	414	Regular	49,273	43,045	6,228	12.64%	147,820	128,239	19,581	13.25%	640,553	512,314
		IPT	-	-	-		-	-	-		-	-
Budget	**14**	OT	-	-	-		-	6	(6)		-	(6)
Actual	**12**	**Total**	**49,273**	**43,045**	**6,228**	**12.64%**	**147,820**	**128,245**	**19,575**	**13.24%**	**640,553**	**512,308**
City Clerk	415	Regular	9,847	9,847	(0)	0.00%	29,542	29,434	108	0.36%	128,014	98,580
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**9,847**	**9,847**	**(0)**	**0.00%**	**29,542**	**29,434**	**108**	**0.36%**	**128,014**	**98,580**
Municipal Court	416	Regular	22,375	20,506	1,869	8.35%	67,125	68,913	(1,788)	-2.66%	290,873	221,960
		IPT	1,385	1,716	(331)	-23.93%	4,154	3,966	188	4.52%	18,000	14,034
Budget	**8**	OT	1,809	1,136	673	37.18%	5,428	2,875	2,553	47.04%	23,520	20,645
Actual	**7**	**Total**	**25,569**	**23,358**	**2,210**	**8.64%**	**76,706**	**75,753**	**953**	**1.24%**	**332,393**	**256,640**

Prepared: 10/1/2020
Finance Director

Current Month covers 2 pay periods (8/16/2020 - 9/12/2020)
YTD covers 6 pay periods (6/21/2020 -9/12/2020)

CITY OF CHARLESTON
Payroll Variance Analysis
September 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	28,769	28,769	0	0.00%	86,308	86,038	269	0.31%	374,000	287,962
		IPT	-	-	-		-	-	-		-	-
Budget	**5**	OT	-	-	-		-	-	-		-	-
Actual	**5**	**Total**	**28,769**	**28,769**	**0**	**0.00%**	**86,308**	**86,038**	**269**	**0.31%**	**374,000**	**287,962**
Accounting	418	Regular	22,858	22,858	0	0.00%	68,575	68,519	55	0.08%	297,157	228,638
		IPT	-	-	-		-	-	-		-	-
Budget	**5**	OT	-	-	-		-	-	-		-	-
Actual	**5**	**Total**	**22,858**	**22,858**	**0**	**0.00%**	**68,575**	**68,519**	**55**	**0.08%**	**297,157**	**228,638**
Engineering - General	420-00	Regular	37,270	32,331	4,939	13.25%	111,809	93,068	18,741	16.76%	484,505	391,437
		IPT	-	-	-	#DIV/0!	-	-	-	#DIV/0!	-	-
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**6**	**Total**	**37,270**	**32,331**	**4,939**	**13.25%**	**111,809**	**93,068**	**18,741**	**16.76%**	**484,505**	**391,437**
Engineering - Stormwater	420-01	Regular	10,250	10,250	0	0.00%	30,751	35,381	(4,630)	-15.06%	133,254	97,873
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**10,250**	**10,250**	**0**	**0.00%**	**30,751**	**35,381**	**(4,630)**	**-15.06%**	**133,254**	**97,873**
MOECD	421	Regular	31,406	32,659	(1,254)	-3.99%	94,217	95,093	(877)	-0.93%	408,272	313,179
		IPT	-	255	(255)		-	255	(255)		-	255
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**7**	**Total**	**31,406**	**32,914**	**(1,509)**	**-4.80%**	**94,217**	**95,348**	**(1,132)**	**-1.20%**	**408,272**	**313,433**
Human Resources	422	Regular	30,867	27,067	3,801	12.31%	92,602	80,877	11,726	12.66%	401,277	320,400
		IPT	-	-	-		-	-	-		-	-
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**6**	**Total**	**30,867**	**27,067**	**3,801**	**12.31%**	**92,602**	**80,877**	**11,726**	**12.66%**	**401,277**	**320,400**
Mail Room	431	Regular	2,626	2,626	0	0.01%	7,878	7,823	54	0.69%	34,136	26,313
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**1**	**Total**	**2,626**	**2,626**	**0**	**0.01%**	**7,878**	**7,823**	**54**	**0.69%**	**34,136**	**26,313**
Building Commission	436	Regular	49,960	50,112	(152)	-0.30%	149,880	148,901	979	0.65%	649,482	500,581
		IPT	-	-	-		-	-	-		-	-
Budget	**13**	OT	-	-	-		-	-	-		-	-
Actual	**13**	**Total**	**49,960**	**50,112**	**(152)**	**-0.30%**	**149,880**	**148,901**	**979**	**0.65%**	**649,482**	**500,581**

CITY OF CHARLESTON
Payroll Variance Analysis
September 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	31,090	28,333	2,757	8.87%	93,270	83,362	9,908	10.62%	404,171	320,809
		IPT	-	-	-		-	-	-		-	-
Budget	**7**	OT	-	-	-		-	-	-		-	
Actual	**7**	**Total**	**31,090**	**28,333**	**2,757**	**8.87%**	**93,270**	**83,362**	**9,908**	**10.62%**	**404,171**	**320,809**
Information Systems	439	Regular	44,629	40,677	3,952	8.86%	133,887	121,546	12,341	9.22%	580,179	458,633
		IPT	-	-	-		-	-	-		-	-
Budget	**10**	OT	-	-	-		-	-	-		-	-
Actual	**9**	**Total**	**44,629**	**40,677**	**3,952**	**8.86%**	**133,887**	**121,546**	**12,341**	**9.22%**	**580,179**	**458,633**
General Services	440	Regular	32,035	32,180	(145)	-0.45%	96,105	101,677	(5,572)	-5.80%	416,455	314,778
		IPT	3,462	833	2,629	75.95%	10,385	3,443	6,942	66.85%	45,000	41,558
Budget	**11**	OT	5,040	1,490	3,550	70.43%	15,120	10,248	4,872	32.22%	65,520	55,272
Actual	**11**	**Total**	**40,537**	**34,503**	**6,034**	**14.88%**	**121,610**	**115,368**	**6,242**	**5.13%**	**526,975**	**411,607**
Constituent Services	442-01	Regular	13,467	6,247	7,221	53.62%	40,402	18,634	21,769	53.88%	121,207	102,573
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**13,467**	**6,247**	**7,221**	**53.62%**	**40,402**	**18,634**	**21,769**	**53.88%**	**121,207**	**102,573**
Morris Square Property	500	Regular	1,986	2,016	(31)	-1.55%	5,957	6,112	(155)	-2.60%	25,814	19,702
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	775	37	738	95.20%	2,326	84	2,242	96.40%	10,080	9,996
Actual	**1**	**Total**	**2,761**	**2,054**	**707**	**25.62%**	**8,283**	**6,196**	**2,088**	**25.20%**	**35,894**	**29,698**
Public Works	566	Regular	14,769	14,800	(31)	-0.21%	44,308	42,921	1,387	3.13%	192,000	149,079
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	85	(85)		-	770	(770)		-	(770)
Actual	**3**	**Total**	**14,769**	**14,885**	**(116)**	**-0.79%**	**44,308**	**43,691**	**617**	**1.39%**	**192,000**	**148,309**
Public Grounds - Adm.	567-00	Regular	66,276	63,040	3,236	4.88%	198,828	186,449	12,378	6.23%	861,586	675,137
		IPT	-	-	-		-	-	-		-	-
Budget	**26**	OT	1,938	879	1,059	54.64%	5,815	1,954	3,861	66.40%	25,200	23,246
Actual	**26**	**Total**	**68,214**	**63,920**	**4,295**	**6.30%**	**204,643**	**188,404**	**16,239**	**7.94%**	**886,786**	**698,382**

Prepared: 10/1/2020
Finance Director

Current Month covers 2 pay periods (8/16/2020 - 9/12/2020)
YTD covers 6 pay periods (6/21/2020 -9/12/2020)

CITY OF CHARLESTON
Payroll Variance Analysis
September 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Public Grounds - C/T	567-01	Regular	5,036	5,035	0	0.01%	15,107	14,998	109	0.72%	65,464	50,466
		IPT	-	-	-		-	-	-			-
Budget	**2**	OT	323	91	232	71.75%	969	91	878	-100.00%	4,200	4,109
Actual	**2**	**Total**	**5,359**	**5,126**	**232**	**4.34%**	**16,076**	**15,089**	**987**	**6.14%**	**69,664**	**54,575**
Police - Uniform	700-00	Regular	646,687	615,591	31,096	4.81%	1,940,061	1,797,740	142,321	7.34%	8,431,933	6,634,193
		OT	147,309	172,485	(25,177)	-17.09%	441,926	503,176	(61,250)	-13.86%	1,869,756	1,366,580
Budget	**173**	Reimb.	(1,923)	-	(1,923)	-100.00%	(5,769)	-	(5,769)	-100.00%	(25,000)	(25,000)
Actual	**162**	**Total**	**792,073**	**788,077**	**3,996**	**0.50%**	**2,376,218**	**2,300,916**	**75,302**	**3.17%**	**10,276,689**	**7,975,773**
Police - Civilian	700-01	Regular	68,230	67,347	883	1.29%	204,691	203,858	832	0.41%	886,993	683,135
		IPT	3,846	-	3,846	100.00%	11,538	-	11,538	100.00%	50,000	50,000
Budget	**24**	OT	7,237	6,163	1,074	14.84%	21,711	20,837	873	4.02%	94,080	73,243
Actual	**24**	**Total**	**79,313**	**73,510**	**5,803**	**7.32%**	**237,940**	**224,696**	**13,244**	**5.57%**	**1,031,073**	**806,377**
Fire - Uniform	706-00	Regular	699,049	645,634	53,415	7.64%	2,097,147	1,885,008	212,139	10.12%	9,031,847	7,146,839
		OT	122,806	112,803	10,004	8.15%	368,419	347,186	21,233	5.76%	1,413,691	1,066,505
Budget	**169**	Reimb.	(923)	-	(923)	-100.00%	(2,769)	(453)	(2,316)	-83.64%	(12,000)	(11,547)
Actual	**144**	**Total**	**820,932**	**758,437**	**62,495**	**7.61%**	**2,462,797**	**2,231,742**	**231,055**	**9.38%**	**10,433,538**	**8,201,796**
Fire - Civilian	706-01	Regular	6,874	7,233	(359)	-5.23%	20,621	21,465	(845)	-4.10%	89,356	67,891
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**6,874**	**7,233**	**(359)**	**-5.23%**	**20,621**	**21,465**	**(845)**	**-4.10%**	**89,356**	**67,891**
Traffic	712	Regular	30,462	31,298	(836)	-2.75%	91,385	100,130	(8,745)	-9.57%	396,001	295,871
		IPT	-	-	-		-	-	-		-	-
Budget	**10**	OT	905	312	593	65.53%	2,714	1,306	1,408	51.89%	11,760	10,454
Actual	**10**	**Total**	**31,366**	**31,610**	**(244)**	**-0.78%**	**94,099**	**101,436**	**(7,337)**	**-7.80%**	**407,761**	**306,325**
Emergency Services	716	Regular	6,438	-	6,438	100.00%	19,313	-	19,313	100.00%	83,689	83,689
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**0**	**Total**	**6,438**	**-**	**6,438**	**100.00%**	**19,313**	**-**	**19,313**	**100.00%**	**83,689**	**83,689**
Street	750	Regular	181,190	155,642	25,549	14.10%	543,570	467,023	76,548	14.08%	2,355,472	1,888,449
		IPT	-	-	-		-	-	-		-	-
Budget	**72**	OT	13,846	13,077	769	5.56%	41,538	44,498	(2,959)	-7.12%	252,000	207,502
Actual	**61**	**Total**	**195,036**	**168,718**	**26,318**	**13.49%**	**585,109**	**511,520**	**73,589**	**12.58%**	**2,607,472**	**2,095,952**

Prepared: 10/1/2020
Finance Director

Current Month covers 2 pay periods (8/16/2020 - 9/12/2020)
YTD covers 6 pay periods (6/21/2020 -9/12/2020)

CITY OF CHARLESTON
Payroll Variance Analysis
September 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Equipment Maintenance	754	Regular	54,806	41,346	13,460	24.56%	164,418	143,944	20,474	12.45%	712,477	568,533
		IPT	-	-	-		-	-	-		-	-
Budget	**18**	OT	4,200	2,146	2,054	48.91%	12,600	7,526	5,074	40.27%	54,600	47,074
Actual	**13**	**Total**	**59,006**	**43,492**	**15,514**	**26.29%**	**177,018**	**151,470**	**25,548**	**14.43%**	**767,077**	**615,607**
Refuse & Recycling	800	Regular	154,894	151,273	3,622	2.34%	464,682	441,261	23,422	5.04%	2,013,624	1,572,363
		IPT	-	-	-		-	-	-		-	-
Budget	**66**	OT	18,092	8,130	9,963	55.07%	54,277	23,088	31,189	57.46%	235,200	212,112
Actual	**64**	**Total**	**172,986**	**159,402**	**13,584**	**7.85%**	**518,959**	**464,349**	**54,611**	**10.52%**	**2,248,824**	**1,784,475**
Parks & Recreation	900	Regular	92,979	71,180	21,799	23.44%	278,936	226,684	52,252	18.73%	1,208,723	982,039
		IPT	67,200	-	67,200	100.00%	201,600	-	201,600	100.00%	280,000	280,000
Budget	**31**	OT	4,135	21	4,114	99.49%	12,406	116	12,290	99.06%	53,760	53,644
Actual	**25**	**Total**	**164,314**	**71,201**	**93,113**	**56.67%**	**492,942**	**226,800**	**266,142**	**53.99%**	**1,542,483**	**1,315,683**
Public Arts	906	Regular	4,000	4,000	-	0.00%	12,000	11,946	54	0.45%	52,000	40,054
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**1**	**Total**	**4,000**	**4,000**	**-**	**0.00%**	**12,000**	**11,946**	**54**	**0.45%**	**52,000**	**40,054**
Municipal Auditorium	910	Regular	7,900	2,448	5,452	69.01%	23,699	12,989	10,710	45.19%	102,695	89,706
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	308	-	308	100.00%	923	-	923	100.00%	4,000	4,000
Actual	**1**	**Total**	**8,207**	**2,448**	**5,759**	**70.17%**	**24,622**	**12,989**	**11,633**	**47.25%**	**106,695**	**93,706**
Spring Hill Cemetery	952	Regular	23,724	21,099	2,625	11.07%	71,172	60,696	10,476	14.72%	308,413	247,717
		IPT	11,625	6,269	5,356	46.07%	34,875	12,632	22,243	63.78%	62,000	49,368
Budget	**8**	OT	775	728	48	6.14%	2,326	940	1,386	59.60%	10,080	9,140
Actual	**6**	**Total**	**36,124**	**28,095**	**8,029**	**22.23%**	**108,373**	**74,268**	**34,106**	**31.47%**	**380,493**	**306,225**
General Fund		Regular	2,577,214	2,372,543	204,671	7.94%	7,724,089	7,034,831	689,258	8.92%	33,419,126	26,384,295
		IPT	88,210	11,872	76,337	86.54%	264,629	28,355	236,274	89.28%	464,000	436,154
		OT	329,500	319,583	9,916	3.01%	988,499	964,700	23,798	2.41%	4,127,447	3,162,747
Budget	**755**	Reimb.	(2,846)	-	(2,846)	-100.00%	(8,538)	(453)	(8,085)	-94.69%	(37,000)	(36,547)
Actual	**681**	**Total**	**2,992,077**	**2,703,999**	**288,078**	**9.63%**	**8,968,678**	**8,027,434**	**941,244**	**10.49%**	**37,973,573**	**29,946,649**

Prepared: 10/1/2020
Finance Director

Current Month covers 2 pay periods (8/16/2020 - 9/12/2020)
YTD covers 6 pay periods (6/21/2020 -9/12/2020)

CITY OF CHARLESTON
Payroll Variance Analysis
September 2020

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Coliseum & Conv. Center	402	Regular	75,476	56,365	19,111	25.32%	226,427	178,407	48,020	21.21%	981,184	802,777
		IPT	21,923	-	21,923	100.00%	65,769	-	65,769	100.00%	285,000	285,000
Budget	**25**	OT	3,077	-	3,077	100.00%	9,231	-	9,231	100.00%	40,000	40,000
Actual	**18**	**Total**	**100,476**	**56,365**	**44,111**	**43.90%**	**301,427**	**178,407**	**123,020**	**40.81%**	**1,306,184**	**1,127,777**
Parking System	406	Regular	54,579	43,731	10,848	19.88%	163,736	134,030	29,705	18.14%	709,521	575,491
		IPT	3,923	1,254	2,669	68.04%	11,769	6,310	5,459	46.39%	51,000	44,690
Budget	**20**	OT	1,292	341	951	73.58%	3,877	617	3,260	84.09%	16,800	16,183
Actual	**16**	**Total**	**59,794**	**45,326**	**14,468**	**24.20%**	**179,382**	**140,957**	**38,425**	**21.42%**	**777,321**	**636,364**
Total		Regular	2,707,269	2,472,639	234,630	8.67%	8,114,252	7,347,269	766,983	9.45%	35,109,831	27,762,562
		IPT	114,056	13,126	100,930	88.49%	342,167	34,665	307,502	89.87%	800,000	765,335
		OT	333,869	319,925	13,944	4.18%	1,001,606	965,317	36,289	3.62%	4,184,247	3,218,930
Budget	**800**	Reimb.	(2,846)	-	(2,846)	100.00%	(8,538)	(453)	(8,085)	94.69%	(37,000)	(36,547)
Actual	**715**	**Total**	**3,152,347**	**2,805,690**	**346,657**	**11.00%**	**9,449,487**	**8,346,798**	**1,102,689**	**11.67%**	**40,057,078**	**31,710,280**

Vacancy Report:

CARE Office	1
City Manager	1
City Collector	2
Municipal Court	1
Engineering	1
Human Resources	1
Information Systems	1
Constituent Services	1
Public Works (all)	18
Police - Uniform	11
Fire - Uniform	25
Homeland Security	1
Parks & Rec	6
Municipal Auditorium	2
Spring Hill Cemetery	2
Total General Fund	**74**
CCCC	7
Parking System	4
Total All	**85**

Prepared: 10/1/2020
Finance Director

Current Month covers 2 pay periods (8/16/2020 - 9/12/2020)
YTD covers 6 pay periods (6/21/2020 -9/12/2020)

Bill No. 7883

Introduced in Council	**Passed by Council**
October 5, 2020	
Introduced by	**Referred to**
Keeley Steele	**Planning, Streets, and Traffic Committee** **Finance Committee**

A Bill closing, abandoning and discontinuing as a public right of way a portion of the alley behind Religious Coalition for Community Renewal, Inc.at 1516 Washington Street, East Charleston, Kanawha County, West Virginia.

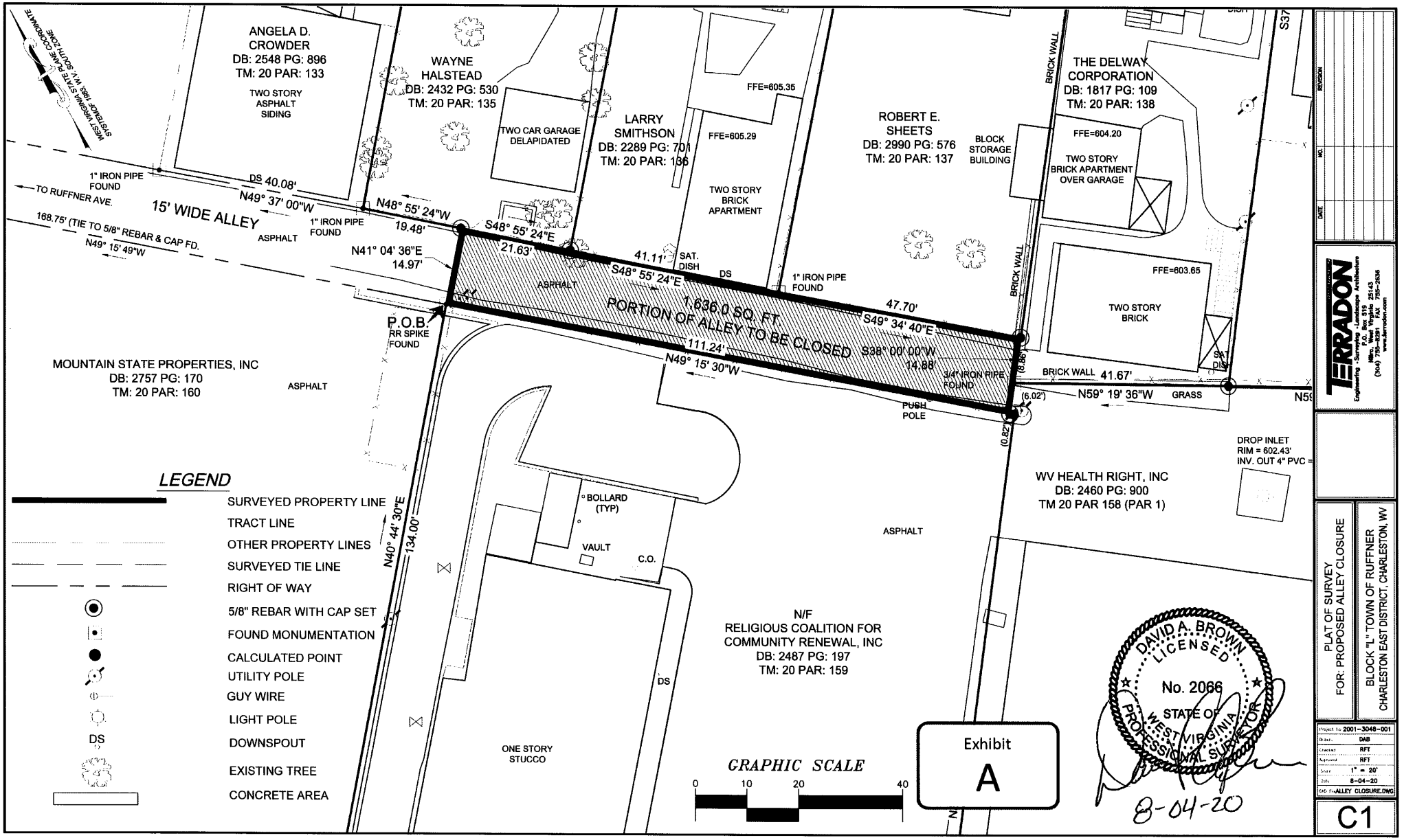
BE IT ORDAINED BY THE CITY COUNCIL OF CHARLESTON, WEST VIRGINIA:

1. Being a portion of a 15' wide alley, situated in Block L of the Town of Ruffner, Charleston East District, Kanawha County, WV, being further described as follow:

> Beginning at a railroad spike found on the south side of a 15' wide alley, said point being the common corner to Mountain State Properties, INC (DB: 2757 PG: 170) and a tract of now or formerly Religious Coalition for Community Renewal, INC (DB: 2487 PG 197); thence with a new line through said alley N41°04'36"E 14.97' to a 5/8" rebar and cap set on the north line of said alley; thence with the north side of said alley for the following two courses and distances: S48°55'24"E, passing a 5/8" rebar and cap set at 21.63', in all 62.74' to a 1" iron pipe found; S49°34'40"E 47.70' to a 5/8" rebar and cap set at the existing easterly terminus of said alley; thence with the existing easterly terminus of said alley S38°00'00"W 14.88' to a 5/8" rebar and cap set on the southerly line of said alley; thence with the southerly line of said alley N49°15'30"W 111.24' to the place of the beginning, containing 1,636.0 square feet, more of less, as shown on a plat prepared by Terradon Corporation, dated August 4th, 2020, as surveyed by David A. Brown, WV Professional Surveyor No.2066, attached hereto and made a part hereof as Attachment A.

2. The Mayor of the City of Charleston be, and is hereby authorized and directed to execute, acknowledge and deliver a proper deed conveying to WV Health Right, 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 Nine Thousand Eight Hundred Dollars ($9,800).

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


ANGELA D. CROWDER
DB: 2548 PG: 896
TM: 20 PAR: 133
TWO STORY ASPHALT SIDING
WAYNE HALSTEAD
DB: 2432 PG: 530
TM: 20 PAR: 135
TWO CAR GARAGE DELAPIDATED
LARRY SMITHSON
DB: 2289 PG: 701
TM: 20 PAR: 136
FFE=605.35
FFE=605.29
TWO STORY BRICK APARTMENT
ROBERT E. SHEETS
DB: 2990 PG: 576
TM: 20 PAR: 137
BLOCK STORAGE BUILDING
THE DELWAY CORPORATION
DB: 1817 PG: 109
TM: 20 PAR: 138
FFE=604.20
TWO STORY BRICK APARTMENT OVER GARAGE
FFE=603.65
TWO STORY BRICK
BRICK WALL
SAT. DISH
1" IRON PIPE FOUND
TO RUFFNER AVE.
15' WIDE ALLEY
ASPHALT
168.75' (TIE TO 5/8" REBAR & CAP FD.
N49° 15' 49"W
DS 40.08'
N49° 37' 00"W
19.48'
N48° 55' 24"W
S48° 55' 24"E
21.63'
41.11'
N41° 04' 36"E
14.97'
1,636.0 SQ. FT.
PORTION OF ALLEY TO BE CLOSED
47.70'
S49° 34' 40"E
S38° 00' 00"W
14.88'
N49° 15' 30"W
111.24'
P.O.B.
RR SPIKE FOUND
MOUNTAIN STATE PROPERTIES, INC
DB: 2757 PG: 170
TM: 20 PAR: 160
3/4" IRON PIPE FOUND
BRICK WALL 41.67'
N59° 19' 36"W
GRASS
(6.02')
(0.82')
PUSH POLE
DROP INLET
RIM = 602.43'
INV. OUT 4" PVC =
WV HEALTH RIGHT, INC
DB: 2460 PG: 900
TM 20 PAR 158 (PAR 1)
BOLLARD (TYP)
VAULT
C.O.
N40° 44' 30"E
134.00'
N/F
RELIGIOUS COALITION FOR COMMUNITY RENEWAL, INC
DB: 2487 PG: 197
TM: 20 PAR: 159
ONE STORY STUCCO
LEGEND
SURVEYED PROPERTY LINE
TRACT LINE
OTHER PROPERTY LINES
SURVEYED TIE LINE
RIGHT OF WAY
5/8" REBAR WITH CAP SET
FOUND MONUMENTATION
CALCULATED POINT
UTILITY POLE
GUY WIRE
LIGHT POLE
DOWNSPOUT
EXISTING TREE
CONCRETE AREA
GRAPHIC SCALE
0 10 20 40
Exhibit A
DAVID A. BROWN LICENSED No. 2066 STATE OF WEST VIRGINIA PROFESSIONAL SURVEYOR
8-04-20
PLAT OF SURVEY
FOR: PROPOSED ALLEY CLOSURE
BLOCK "L" TOWN OF RUFFNER
CHARLESTON EAST DISTRICT, CHARLESTON, WV
TERRADON
Project No. 2001-3048-001
Drawn: DAB
Checked: RFT
Approved: RFT
Scale: 1" = 20'
Date: 8-04-20
CAD File: ALLEY CLOSURE.DWG
C1

Bill No. 7884

Introduced in Council

October 5, 2020

Introduced By

Bobby Reishman
Signature of Council member

Passed by Council

Referred To
Municipal Planning Commission
Planning Streets, and Traffic Committee

A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 21st day of November, 2005, as amended, and the map made a part thereof, by rezoning from a I-2 district to a C-10 district, that certain strip, lots or parcels of land located at 3050 Chesterfield Avenue at the corner of 31st Street and Chesterfield Avenue, in Kanawha City, in the City of Charleston, Kanawha County, State of West Virginia, owned by Charleston Area Medical Center, Inc., a West Virginia nonprofit, nonstock corporation.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 21st day of November, 2005, as amended, is hereby amended by rezoning from a I-2 district to a C-10 district the whole of the following described strip, lots or parcels of land:

All of that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate in Kanawha City, in the City of Charleston, Kanawha County, West Virginia, on the south side of the Chesapeake and Ohio Railway Company right of way, west of Mission Hollow and being more particularly bounded and described as follows:

> BEGINNING at an iron pin on the north side of Chesterfield Avenue (formerly Giles-Fayette Kanawha Turnpike) at the easterly front corner of a tract of land owned by Kuhn Construction Company, Inc.; thence leaving Chesterfield Avenue and with the easterly line of said Kuhn Construction Company, Inc., N 22° 45' E 245.81 feet to an iron pin set in concrete in the southerly boundary line of the right of way of The Chesapeake and Ohio Railway Company; thence with said right of way line S 69° 56' E passing the northern corner of a parcel conveyed to The Royal Crown Bottling Company of Charleston, West Virginia, by Banks-Miller Supply Company, by deed dated September 19, 1963, and of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 1393, at page 197, at 200 feet in all 316.81 feet to a point in the westerly line of a parcel of 5,340 square feet conveyed by the said Banks-Miller Supply Company to the State Road Commission of West Virginia, by deed dated June 28, 1963, and of record in said Clerk's Office in Deed Book 1391, at page 555 which is now the westerly right of way line of 31st Street; thence with said westerly right of way line S 20° 4' W 219.5 feet to a State Road Commission monument; thence with the northerly right of way line of Chesterfield Avenue and passing the southwestern corner of the aforementioned tract acquired from Banks-Miller Supply Company at 127.85 feet, in all 329.35 feet to the place of beginning, containing in all 74,926 square feet, more or less. The property hereby insured is shown on a survey thereof dated September 24, 1976, entitled, "No. 3044 Chesterfield Avenue, Being Part of the C & O Property As Originally Sold by C. B. Early, Trustee, in the City of

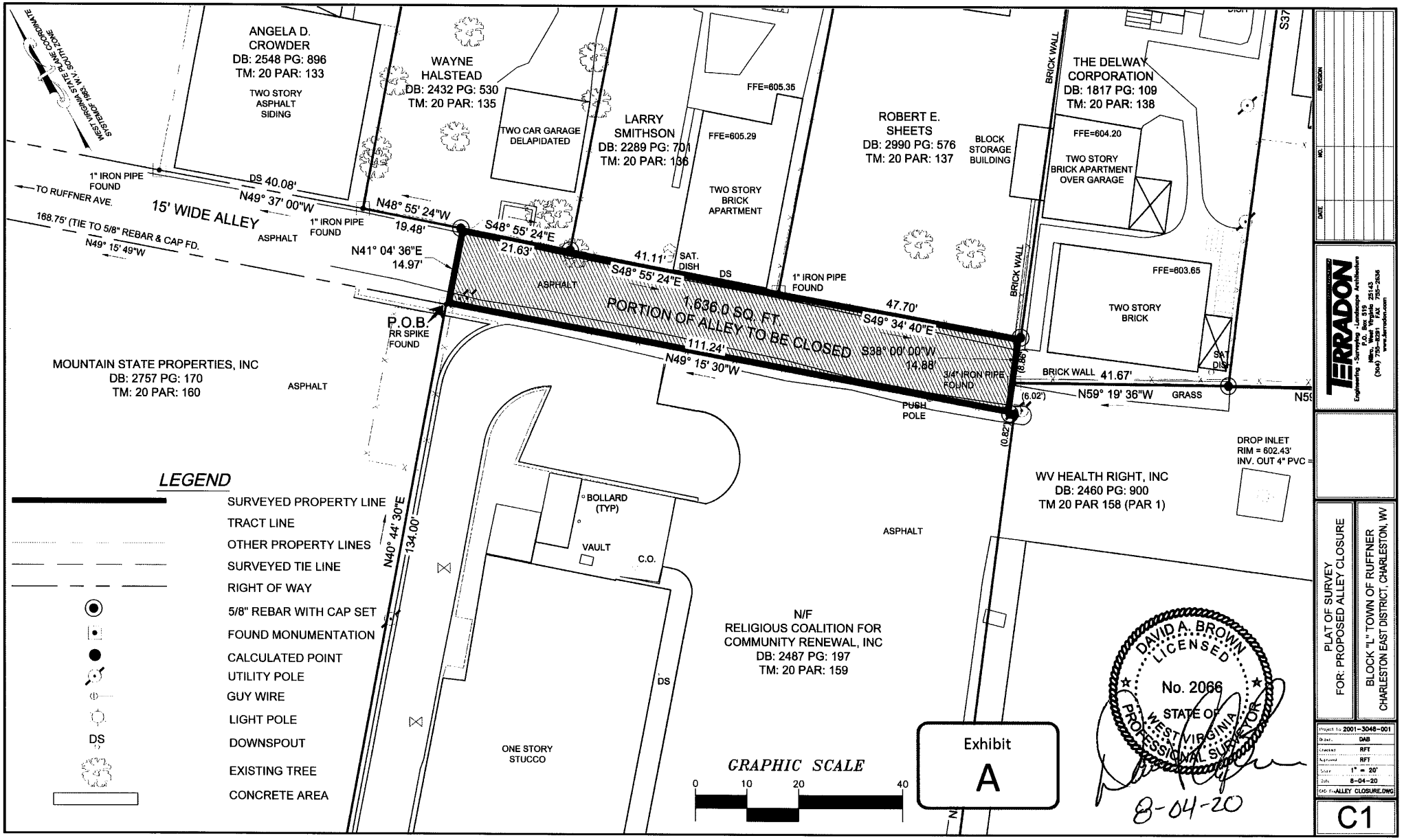
Charleston, Kanawha County, W. Va. Property of ROYAL CROWN BOTTLING COMPANY OF CHARLESTON, WEST VIRGINIA."

Being Tax Parcels 123 and 124 as shown on Kanawha City Tax Map No. 19. Said tax map is of record in, and used as zoning map sectionals by, the City Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Section 1 of this Ordinance.

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

13324237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TWO STORY ASPHALT SIDING
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47.70'
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MOUNTAIN STATE PROPERTIES, INC
DB: 2757 PG: 170
TM: 20 PAR: 160
3/4" IRON PIPE FOUND
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DROP INLET
RIM = 602.43'
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DB: 2460 PG: 900
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BOLLARD (TYP)
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BLOCK "L" TOWN OF RUFFNER
CHARLESTON EAST DISTRICT, CHARLESTON, WV
Project No 2001-3048-001
Drawn DAB
Checked RFT
Approved RFT
Scale 1" = 20'
Date 8-04-20
DWG File ALLEY CLOSURE.DWG
C1

Bill No. 7885

Introduced in Council

October 5, 2020

Introduced By

Mary Beth Hoover
Signature of Council member

Passed by Council

Referred To
Municipal Planning Commission
Planning Streets, and Traffic Committee

A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 21st day of November, 2005, as amended, and the map made a part thereof, by rezoning from a C-8 district to a C-10 district, that certain strip, lots or parcels of land located at 1625 7th Avenue, in Kanawha City, in the City of Charleston, Kanawha County, State of West Virginia, currently or formerly owned by Mountain Mission Inc., a West Virginia nonprofit corporation.

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

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 21st day of November, 2005, as amended, is hereby amended by rezoning from a C-8 district to a C-10 district the whole of the following described strip, lots or parcels of land:

All of that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate in Kanawha City, in the City of Charleston, Kanawha County, West Virginia, on the south side of 1600-block of 7th Avenue, west of Mission Hollow and being more particularly shown on the attached EXHIBIT A and described as:

> Being Tax Parcels 288, 290-293, 298, 299, 301, & 302, Charleston, West Virginia.as shown on Charleston West District 12, Tax Map No. 10. Said tax map is of record in, and used as zoning map sectionals by, the City Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Section 1 of this Ordinance.

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

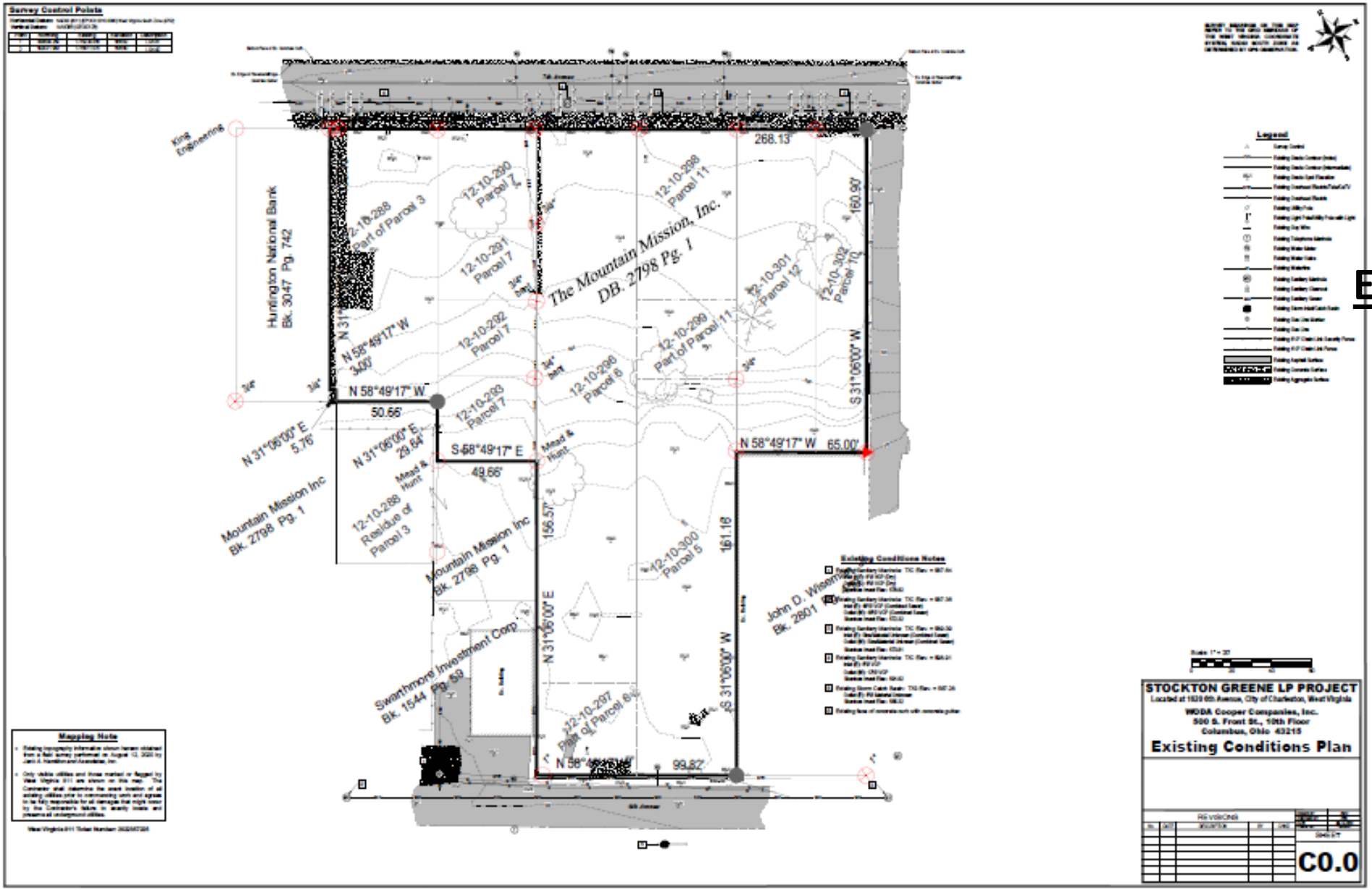
Survey Control Points
Mapping Note
Legend
Existing Conditions Notes
Huntington National Bank
Bk. 3047 Pg. 742
The Mountain Mission, Inc.
DB. 2798 Pg. 1
Mountain Mission Inc
Bk. 2798 Pg. 1
Swanthmore Investment Corp.
Bk. 1544 Pg. 59
John D. Wiseman
Bk. 2801
12-10-288 Part of Parcel 3
12-10-289 Residue of Parcel 3
12-10-290 Parcel 7
12-10-291 Parcel 7
12-10-292 Parcel 7
12-10-293 Parcel 7
12-10-296 Parcel 8
12-10-297 Part of Parcel 8
12-10-298 Parcel 11
12-10-299 Part of Parcel 11
12-10-300 Parcel 6
12-10-301 Parcel 12
12-10-302 Parcel 10
N 58°49'17" W 340'
N 58°49'17" W 50.66'
N 31°06'00" E 5.76'
N 31°06'00" E 29.64'
S 58°49'17" E 49.66'
N 31°06'00" E 156.57'
S 31°06'00" W 161.18'
N 58°49'17" W 65.00'
S 31°06'00" W 160.90'
268.13'
99.82'
Mead & Hunt
STOCKTON GREENE LP PROJECT
Located at 1620 6th Avenue, City of Charleston, West Virginia
WODA Cooper Companies, Inc.
500 S. Front St., 10th Floor
Columbus, Ohio 43215
Existing Conditions Plan
REVISIONS
C0.0

Exhibit – A