

CHARLESTON CITY COUNCIL

Regular Meeting

November 1, 2021

at 7:00 PM



THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA

<https://charlestonwv.civicclerk.com/web/home.aspx>

Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 11-1-2021

PROCLAMATIONS

1. 11-1-2021

COMMUNICATIONS

1. 11-1-2021
2. To Fill the Vacant At-Large Council Seat

PUBLIC HEARINGS

1. Resolution No. 550-21 - A Resolution authorizing the City Manager or his designee to enter into a lease renewal for space in 601 Morris Street with Yoga Power LLC.

REPORTS OF STANDING COMMITTEES

PLANNING, STREETS AND TRAFFIC

1. Street Naming - an unknown alley to Bullock Lane
2. Bill No. 7898 - Amending the Zoning Ordinance of the City of Charleston by rezoning from an R-4 district and an R-6 District to a C-8 district, those certain parcels of land situate at or about 280 Oakwood Road. **(The Committee is recommending that the bill be denied)**

FINANCE

1. Resolution No. 549-21 - Authorizing the Finance Director to amend the 2021 Community Development Block Grant budgets.
2. Resolution No. 550-21 - A Resolution authorizing the City Manager or his designee to enter into a lease renewal for space in 601 Morris Street with Yoga Power LLC.
3. Resolution No. 551-21 - Authorizing "Citizen Appreciation Parking" for November 27, 2021, December 4, 2021, December 11, 2021, December 18, 2021, December 25, 2021, and January 1, 2022 that shall include the waiving of hourly parking fees at all metered on-street parking spaces.
4. Resolution No. 552-21 - Authorizing Change Order No. 1 to the City's 2021 concrete sidewalk and accessible ramp project contract with McClanahan Construction Co., LLC.

REPORTS OF OFFICERS

1. Update from City Attorney on Redistricting

NEW BILLS

1. 11-1-2021

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE NOVEMBER 15, 2021 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 10-28-2021

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



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,

James P. HOLLORAN, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 370 Central Ave So Chas WV 25303

Telephone Number: Home 304 744-5998 Cell 304 542 4129

and that on the 15th day of October, 2020/2021 at approximately 10:30 (am/pm)
in the City of Charleston, West Virginia, he/she sustained

Damage to my personal vehicle
dent on fender well, right passenger side.
Nature Of Injury And/Or Damage

As A Result Of:

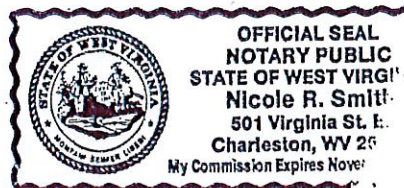
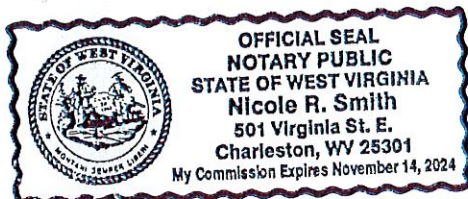
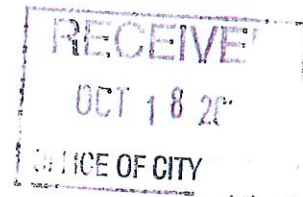
a rock being shot out from
under a tire of a trailer being pulled
by a city truck, on our parking lot
at public works dept. twilight drive.

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

James P. Holloran
Signature of Claimant

Taken, subscribed and sworn to before me this 18th day of October, 2021.
My commission expires November 14, 2024.

[Signature]
Notary Public





AFFIDAVIT

Charleston Sanitary Board



STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, to-wit:

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

Mark D. Holmes, Claimant,

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

That this affiant resides at: 1005 Timberview Drive, Charleston, WV, 25314

Telephone Number: 304.552.0888

and that on the 8 day of October, 2021 at approximately 9:00 a.m.

in the City of Charleston, West Virginia, he/she sustained

Sewage main where the house connects to the to it became clogged and the sewage came up through the toilet and into the basement as a result.

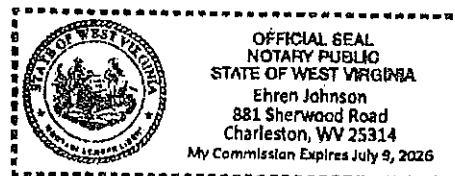
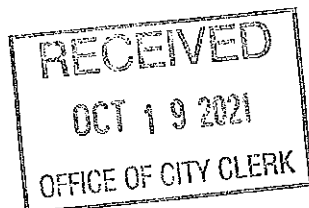
Nature Of Injury And/Or Damage

As A Result Of: My personal contents and furnishing and fixtures were evaluated by John Gaines (Servepro) and viewed and catalogued/listed by Travis Bostic (CSB). They were able to determine what needed to be destroyed due to the waste water/excrement contamination.

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

Signature of Claimant

Taken, subscribed and sworn to before me this 19th day of OCTOBER, 2021. My commission expires 7.9.2026.

Notary Public



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,

Darla I. Spencer, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1526 Autumn Road, Charleston, WV 25314

Telephone Number: 304-561-4753

and that on the 8th day of October, 2020/2021 at approximately 1:00 am/pm
in the City of Charleston, West Virginia, he/she sustained

damage to bottom of car, panel fell off, from scraping
on curb left at edge of driveway
Nature Of Injury And/Or Damage

As A Result Of:

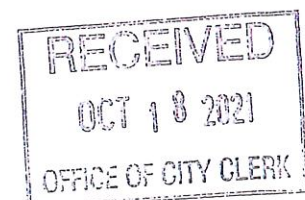
Recent paving on Autumn Road

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

Darla I. Spencer
Signature of Claimant

Taken, subscribed and sworn to before me this 15 day of October, 2021.
My commission expires 3/4/22.

Meghan R. Kidd
Notary Public





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,

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

That this affiant resides at: 100 Sandhill MHP lot 15
Charleston WV 25312
Telephone Number: 304 881 6816

and that on the 15 day of Sept, 2020/2021 at approximately 10 am/pm
in the City of Charleston, West Virginia, he/she sustained

Bumper Wheel Well, Jump in front in
Oil Leak
Nature Of Injury And/Or Damage

As A Result Of:

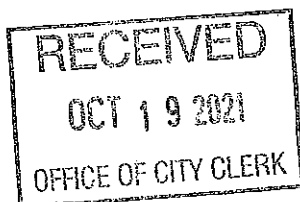
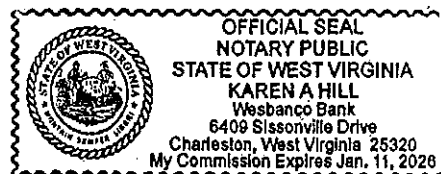
A Rise in the Road on Morris St.
30-50 ft off Blvd beside church
telephone pole sticking out of road

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

Christina Young
Signature of Claimant

Taken, subscribed and sworn to before me this 15 day of October, 2021.
My commission expires JAN - 11, 2026.

Karen Hill
Notary Public





TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

RE: MUNICIPAL BEAUTIFICATION COMMISSION

DATE: NOVEMBER 1, 2021



I recommend the following individuals be reappointed to the Municipal Beautification Commission:

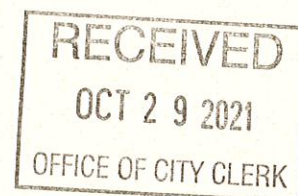
Marlene Dial – term expiration date 9-19-24
Amy McLaughlin – term expiration date 9-19-23
Otis Laury – term expiration date 9-19-23
Donna Graham – term expiration date 9-19-23
Bobbi Holland – term expiration date 9-19-22

I recommend the following individuals be appointed to the Municipal Beautification Commission:

Jane Powell – fills a vacant seat with an expiration date of 9-19-24
Brenda Craig Ellis – fills a vacant seat with an expiration date of 9-19-24
Anna Forbes – fills a vacant seat with an expiration date of 9-19-23
Lois Crichton – replaces Thomas Vasale with an expiration date of 9-19-22
Marjorie Cooke – fills a vacant seat with an expiration date of 9-19-22
Susan Shumate – replaces Bruce Severino with an expiration date of 9-19-22

I respectfully request City Council's approval of this recommendation.

ASG/mls





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: October 25, 2021
Subject: Street Naming – Bullock Lane

The Committee on Planning, Streets and Traffic has had under consideration a request to name an unnamed alley to Bullock Lane.

The Committee finds the name to be in compliance with the E-911 addressing regulations and reports the same to Council with the recommendation that the street name do pass.

Mary Beth Hoover
Chair

A. Bays

Rebecca C. Ceperley

J. Z. Plaut

Municipal Planning Commission

Application for Street Naming

MPC Hearing Date: Oct 6, 2021

SND No: _____

Applicant Information	Street Information
Name: <u>Bullock Properties LLC</u>	Proposed Street Name: <u>N/A</u> <u>Bullock Lane</u>
Address: <u>303 Washington St W.</u>	Subdivision Name:
Phone: <u>Charleston, WV 25302</u>	☐ Private Street or ☒ Public Street
Agents Name, Address, Phone (If other than Applicant):	☒ New Street Naming or a ☐ Street Renaming:
	Location Description:

IMPORTANT: This application must be typed or legibly printed and filed with the Planning Department in person or by mail to 915 Quarrier Street, Suite 1 Charleston, WV 25301. You or your representative must be present at the scheduled public hearing in order to present your request and answer questions. THE PLANNING DEPARTMENT WILL NOT ACCEPT ANY INCOMPLETE APPLICATIONS.

The following supporting documentation must be submitted with this application:

- ☐ A petition containing the signatures of at least 80% of the owners of the land abutting the subject road;
- ☒ A map which clearly delineates the street to be named;
- ☒ A filing fee of \$125.00; and
- ☐ Any additional information, including photographs, elevations, testimonials or other documentation, which may support your application

I hereby affirm that all of the statements and information contained in or filed with this application are true and correct to the best of my knowledge.

Musta M. Ganaa

Signature

9-15-21

Date

Naming Proposal of Alley Bullock Lane

Road Centerline





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: October 25, 2021

Subject: Bill No. 7898 Deny

The Committee on Planning, Streets and Traffic has had under consideration Bill No. 7898

and reports the same to Council with the recommendation that the Bill BE DENIED

No

Yes

Chair

J. Z. Pharo

Naomi Bays

Rebecca C. Carey

Mary Beth Hoover

Bill No. 7898

Introduced in Council

Passed by Council

April 5, 2021

Introduced by

Referred to

Mary Beth Hoover

**Municipal Planning Commission
Planning, Streets, and Traffic
Committee**

Bill No. 7898 - 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 an R-4 district and an R-6 District to a C-8 district, those certain parcels of land situate at or about 280 Oakwood Road, Charleston, West Virginia.

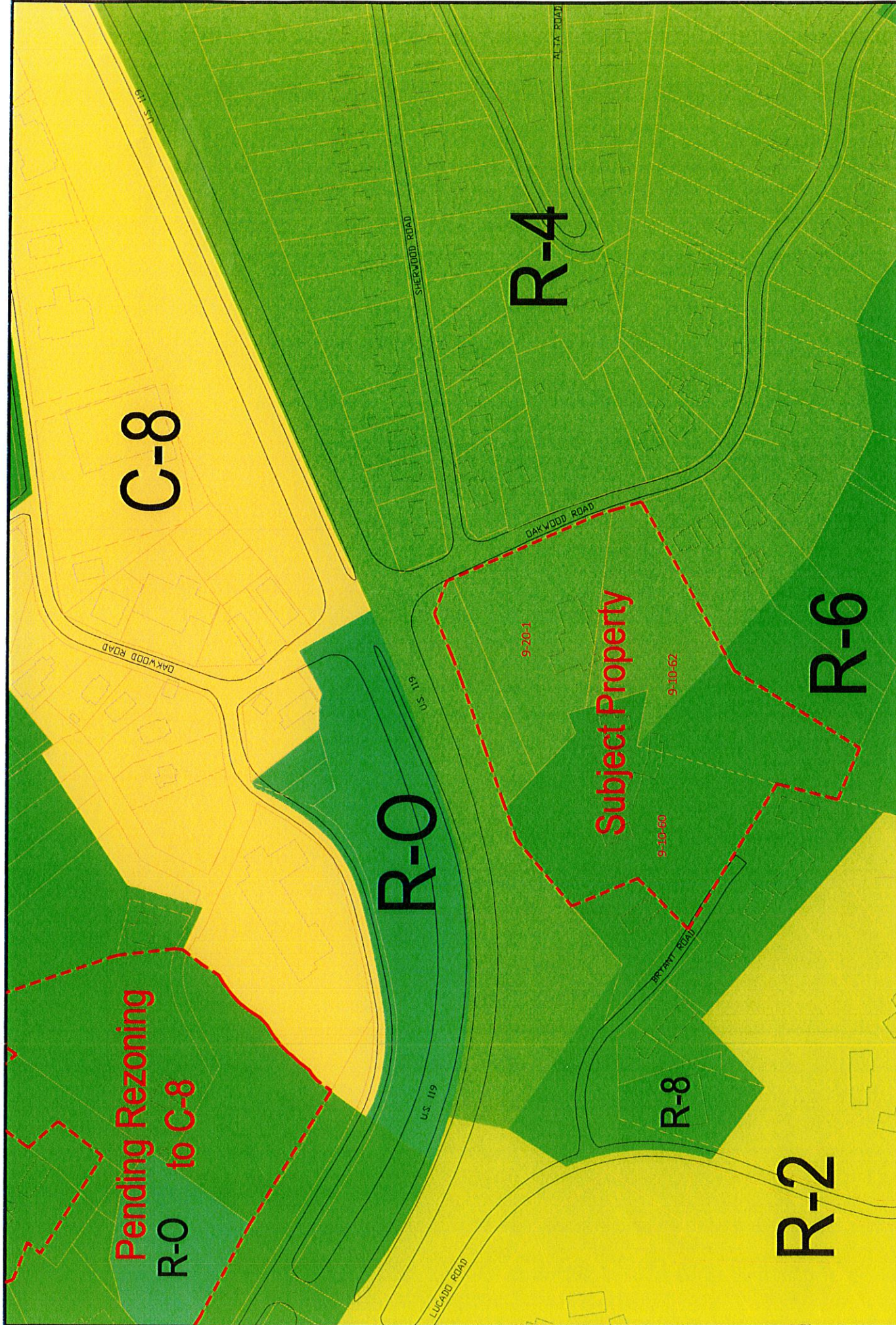
Be it Ordained by the City Council of the City of Charleston, West Virginia:

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 an R-4 district and an R-6 District to a C-8 district, those certain parcels of land situate at or about 280 Oakwood Road, Charleston, West Virginia the whole of the following described parcels of land:

Parcel Nos. 60 and 62 as shown on Charleston South Annex (District 9) Tax Map No. 10, and Parcel No. 1 as shown on Charleston South Annex (District 9) Tax Map No. 20. Subject parcels commonly known as 280 Oakwood Road, Charleston, West Virginia. Said tax maps are of record in the Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Article 27 of this ordinance.

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



REZONING FROM R-4 & R-6 TO C-8



Resolution No. 549-21

Introduced in Council:

November 1, 2021

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 549-21 - Authorizing the Finance Director to amend the 2021 Community Development Block Grant budgets 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 2021 Community Development Block Grant budgets as indicated on the accounts listed below:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
009-021-00-054-0-999	Kanawha Valley Senior Services	(9,500.00)
009-021-00-199-0-999	Contingencies	9,500.00
009-021-00-011-0-999	Covenant House – change of scope only	9,000.00

The City proposes to reduce CDBG funding for the Kanawha Valley Senior Service activity originally allocated for a crosswalk. Funds will now be used for two flashing safety signs. In addition, Covenant House has requested a change of scope for a different direct service position and miscellaneous outreach supplies. Written comments regarding the proposed changes may be made to MOECD, 105 McFarland Street, Charleston, WV 25301; fax (304)348-0704 or e-mail MOECD@cityofcharleston.org until 4:00 p.m., November 1, 2021.

Resolution No. 550-21

Introduced in Council:

November 1, 2021

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 550-21 - A Resolution authorizing the City Manager or his designee to enter into a lease renewal for space in 601 Morris Street with Yoga Power LLC, for the purpose of operating a yoga studio for a term of five (5) years at a monthly rental amount of \$7,500.00, with an option of a monthly credit of \$1,000.00 in exchange for providing free yoga classes to City employees.

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

That, upon final review and approval of the lease by legal counsel, the City Manager or his designee is hereby authorized to enter into lease for space in 601 Morris Street with Yoga Power LLC, for the purpose of operating a yoga studio for a term of five (5) years at a monthly rental amount of \$7,500.00, with an option of a monthly credit of \$1,000.00 in exchange for providing free yoga classes to City employees.



CITY OF CHARLESTON
LEASE ADDENDUM

This Lease Addendum (hereinafter “Addendum”) is made on this _____ day of _____, 2021, by and between the **CITY OF CHARLESTON** (hereinafter “Landlord”), and **YOGA POWER, LLC** (hereinafter “Tenant”).

WHEREAS, Landlord and Tenant entered into that certain Indenture of Lease, dated February 1, 2017, and attached hereto as Exhibit A (the “Lease”); and

WHEREAS, Tenant has submitted written notice to Landlord at least ninety days prior to the expiration date of the Lease that it is requesting its one-time extension of the term of the Lease for one five-year period upon the same terms and conditions as contained in the Lease, pursuant to Section 2 of the Lease; and

WHEREAS, Tenant acknowledges that in order for this extension request to be effective, the City Council for the City of Charleston must approve a resolution authorizing the extension.

NOW, THEREFORE, be it resolved that Landlord and Tenant agree as follows:

That pursuant to Resolution No. _____, which was duly adopted by the City Council for the City of Charleston on _____ day of _____, 2021, the Tenant’s requested one-time Lease extension for five years is accepted by Landlord. Landlord and Tenant agree that this Addendum serves to extend the Lease term through January 31, 2027, with all remaining terms of the Lease remaining intact. Pursuant to this Addendum, the 60-month lease extension is in the total amount of Four Hundred Fifty Thousand Dollars (\$450,000.00), payable in monthly installments of Seven Thousand Five Hundred Dollars (\$7,500.00) from February 1, 2022, to January 1, 2027. The Landlord specifically reserves its rights to apply the Utilities Escalation Adjustment contained in Section 3 of the Lease at its sole discretion.

IN WITNESS WHEREOF, by the duly authorized signatures below, the Landlord and Tenant hereby agree and accept the terms set forth in this Addendum and acknowledge that they are freely signing this Addendum after reading and understanding the entire Addendum and Lease.

CITY OF CHARLESTON

YOGA POWER, LLC

By: _____
Jonathan Storage
Its: City Manager

By: _____
Jamelia A. Dickenson
Its: Managing Member



OFFICE OF THE CITY ATTORNEY

City of Charleston | P.O. Box 2749, Charleston WV 25330 | 304-348-8031
Writer's Fax: 304-348-0770 | Writer's email: paul.ellis@cityofcharleston.org

Paul D. Ellis
City Attorney of Charleston

March 21, 2017

Jamie Dickenson
Yoga Power LLC
601 Morris Street, Suite 302
Charleston, WV 25301

Re: Yoga Power Lease

Dear Jamie:

Please find enclosed for execution the Lease Agreement between the City of Charleston and Yoga Power, LLC, for your premises at 601 Morris Street. The term of the lease is for sixty months beginning February 1, 2017.

This letter is also intended to memorialize that the parties agreed to amend the date of the beginning of the lease from September 1, 2016, to February 1, 2017, reflecting the date of substantial completion of the build-out and final acceptance of the premises by you in late January 2017. This letter further acknowledges that between September 2016 and February 1, 2016, you provided free yoga classes to City of Charleston employees, in exchange for partial occupation of the Morris Street premises during the completion of the build-out of the premises.

Please sign and return the enclosed Lease Agreement to us. We will have the lease executed by the City and return a copy to you. If you have any questions, please contact me.

Sincerely,

Paul D. Ellis
City Attorney of Charleston

PDE/sde
Enclosure

cc: David Molgaard, City Manager

THIS INDENTURE OF LEASE, Made as of this 1st day of February, 2017, by and between THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal corporation, whose address is P.O. Box 2749, Charleston, West Virginia 25330, party of the first part, hereinafter referred to as "Landlord", and Yoga Power, LLC, a Limited Liability Company, whose address will be 601 Morris Street, Suite 302, Charleston, WV, party of the second part, hereinafter referred to as "Tenant";

W I T N E S S E T H:

That, for and in consideration of the premises, covenants and agreements herein entered into between the parties, the parties do hereby agree to and with each other as follows:

1. DEMISED PREMISES: The Landlord does hereby rent and lease unto the Tenant, and the Tenant takes and leases from the Landlord, approximately Five Thousand Six Hundred Ninety-four and one-half (5694.5) square feet of floor space (the "Premises") on the Third (3rd) Floor of 601 Morris Street (Suite 302), in Charleston, Kanawha County, West Virginia, together with the right to use the common areas thereof. The Premises are delineated on the drawing attached hereto as "Exhibit A" and hereby incorporated in and made a part hereof.

2. TERM: The term of this lease shall be for a period of sixty (60) months, commencing on the 1st day of February, 2017, and ending on the 31st day of January, 2022. Tenant may request an extension of the term of this Lease for one (1) consecutive five (5) year period upon the same terms and conditions as contained in this Lease; provided however, Landlord reserves the right, in its sole discretion, to adjust the Base Rental to compensate for changes in the market value of the Premises. To request the extension, Tenant shall give City written notice at least ninety (90) days prior to the

expiration date of the Initial Term (the "Extension Request"). Tenant's Extension Request shall be effective to extend the Term of the Lease subject to approval of the Request by Resolution of the City Council and without any further documentation other than such approved Resolution. Passage of the Resolution and Tenant's Extension Request shall evidence intent by both parties to renew the Lease.

Any holding over by Tenant or retention of the Premises shall not be construed as renewing or extending this Lease Agreement but it may, at the sole option of Landlord, be construed as creating a tenancy from month to month, subject to all the terms and conditions of this Lease excepting the term, and terminable by either party upon thirty (30) days written notice.

3. RENTAL AMOUNT:

a. The Landlord agrees to accept, and the Tenant agrees to pay a Base Rental for the sixty months lease term in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00), payable in monthly installments of Seven Thousand Five Hundred Dollars (\$7,500.00) from February 1, 2017, to January 1, 2022.

b. In addition to the Base Rental, Tenant shall pay a monthly Utilities Escalation Adjustment beginning February, 2018, which shall be recalculated annually thereafter. The initial Utilities Escalation Adjustment shall be calculated as a pro rata share of any increase in operating expenses assumed by the Landlord as part of this lease associated with utilities over and above the cost of those expenses to the Landlord for the Base Year of February 1, 2017 to January 31, 2018. That pro rata share shall be determined by dividing the square footage of the Tenant's exclusive space (5694.5 sq.ft.) by the overall rentable square footage (excluding common area allocations) of the building which is subject to the same expenses (i.e., 54,902 sq.ft.), which is 10.37%, and dividing the gross amount of the

increase by a divisor of twelve (12) to derive the monthly Rental Escalation. After the initial adjustment, the formula shall be applied in a similar fashion for subsequent years to recalculate and apply the escalation on an annual basis.

c. In addition to the Base Rental and Utilities Escalation Adjustment, Tenant shall honor the Corporate Yoga Program Proposal for the City of Charleston attached hereto as Exhibit "B" or shall pay an additional rental adjustment of One Thousand Dollars (\$1,000.00) per month.

4. RENTAL PAYMENTS: Said rentals are to be payable in advance on the first day of each and every month during the term of this lease; said payments to be made at the office of the City Manager, 501 Virginia Street East, Charleston, West Virginia 25301, or at such other location as the Landlord may designate in writing to the Tenant.

5. GENERAL COVENANTS: The parties hereby covenant and agree as follows:

a. The Tenant shall pay said rentals and any other amounts payable hereunder punctually and promptly.

b. Unless the Landlord consents thereto in writing, which consent shall not be unreasonably withheld, the Tenant:

(i) Shall not use or permit the Premises, or any part thereof, to be used for any purpose other than for a yoga studio and/or related commercial offices.

(ii) Shall not make any alterations, additions or improvements without the prior written consent of the Landlord, and any and all such alterations and improvements shall, at the option of the Landlord, become and be the property of the Landlord upon the termination of the Lease.

(iii) Shall not assign nor mortgage this lease, nor re-let or sublet the Premises, or any part thereof without written consent of Landlord and any approval that may be required by Landlord's governing body.

(iv) Shall not suffer any act of commission or omission which will increase the rate of fire or general liability insurance of the Premises or of the building of which the Premises are a part.

6. COMPLIANCE WITH LAWS:

a. The Tenant shall materially comply with all statutes, ordinances, orders, requirements and regulations, present and future, of any Federal, State, County or Municipal authority, or agency or subdivision thereof having jurisdiction over or affecting the use of the Premises.

b. The Landlord shall at all times and at its own cost keep and maintain the common areas and fixtures in a condition comparable to common areas in first-class commercial office space and in compliance with all applicable statutes, ordinances, orders, requirements and regulations, present and future, of any Federal, State, County or Municipal authority, or agency or subdivision thereof having jurisdiction over or affecting the common areas.

7. INDEMNIFICATION; INSURANCE; CASUALTY LOSS

a. Tenant shall indemnify, hold harmless and defend Landlord, its officers, employees, and agents from and against any and all costs, expenses (including reasonable attorney fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind, and asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with: (i) the Lease or the Premises; or (ii) the negligent or intentional acts or omissions of Tenant, its employees,

agents, and invitees; or (iii) Tenants business activities. Tenant agrees that Landlord shall not be liable to Tenant on account of: (i) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease; (ii) any failure by Tenant to comply with any statutes, ordinances, regulations, requirements or orders, present and future, of any governmental authority; or (iii) any accident, death or personal injury or damage, including fire or water damage, or loss or theft of property, which shall occur in the Premises or as a result of any act or omission by Tenant, its employees, agents, or invitees unless caused by the sole negligence or intentional act or omission of Landlord, its employees or agents.

b. In addition to, and not in lieu of the indemnity provisions set forth in paragraph 7(a) herein, Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, employees, and agents from any claims, liabilities, and/or any types of actions whatsoever, and from any and all fines, alleged damages and/or expenses, including attorneys' fees and costs, arising out of alleged injury to person(s) or property, or contamination of the environment, whether or not prosecuted by a private or governmental entity. Tenant further agrees to defend, indemnify and hold harmless Tenant, its officers, employees and agents in connection with any administrative proceeding arising out of alleged damage to person, property, or the environment, including, but not limited to, notification that Landlord, its officers, employees or agents, are potentially responsible parties for any alleged damage to any environmental hazard created by Tenant as a result of Tenant's business activities on the Premises.

c. Tenant shall maintain general liability insurance during the term of this Lease and any extensions thereof in the minimum amount of \$1,000,000.00 and shall name City as an additional insured for purposes of this Lease and the indemnity provisions herein.

Tenant agrees to obtain renter's insurance at its own expense and with adequate coverage for the duration of this Lease. Tenant acknowledges and agrees that in the event that it does not have renter's insurance or if its policy provides insufficient coverage, then Tenant shall be solely liable for all damages and losses that would normally be covered under a renter's insurance policy. Tenant shall also purchase and maintain all such other kinds of insurance and minimum amounts required by law to be purchased and maintained by Tenant throughout the term of this Lease. Tenant shall be responsible for all deductibles, and its insurance shall provide primary coverage. Tenant shall provide Landlord with a copy of its insurance policies prior to the commencement of this Lease and any extensions thereof. In the event that Tenant's insurer denies coverage, terminates Tenant's insurance coverage, or materially changes the coverage provided, Landlord may, upon notice of denial, termination, or material change, and at its option, terminate this Lease upon written notice.

d. If the Premises or the building in which the Premises are a part are partially damaged by fire or other casualty, unless caused by the negligence or willful actions of Tenant, the damages shall be repaired by and at the expense of Landlord and the Base Rent, until such repairs shall be made, shall be apportioned, based on the amount of unusable square footage of the Premises, from the date of such fire or other casualty according to the part of the Premises which is usable by Tenant. Subject to the terms herein, Landlord agrees to repair such damage within a reasonable period of time, except that Tenant agrees to repair and replace its own furniture, furnishings and equipment at Tenant's expense.

e. If the entire Premises is damaged and is rendered wholly untenable by fire or other casualty, and if Landlord in its sole discretion shall decide not to restore/rebuild the

same, or if the building shall be so damaged that Landlord shall decide not to restore/rebuild the building or demolish it, then Landlord shall, within thirty (30) days after such fire or other casualty, give Tenant written notice of such decision and thereupon, the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions provided in this subsection (e), Tenant's liability for rent shall cease as of the date of the fire or other casualty. In addition, under any such circumstance Tenant may, within thirty (30) days after such fire or other casualty, elect to terminate this Lease by giving written notice to Landlord, in which event this Lease shall expire as of the date of such fire or other casualty. No damages shall be owed by Landlord arising from its decision not to repair/replace, or to demolish the Premises, or from termination of this Lease as provided for in this section.

8. CONDEMNATION: In the event that the land or building in which the Premises are located, or any part of said land or building are condemned, or the right of entry is granted as a part of the condemnation proceeding, for public use (irrespective of whether or not any portion of the Premises is condemned), the Landlord, at its option, may terminate this lease upon one hundred twenty (120) days' notice in writing of its election to do so and upon the date set forth in said notice this lease shall cease, terminate and come to an end in the same manner and to the same effect as if such date were fixed herein for the expiration of the term. The Tenant shall have no claim against the Landlord nor be entitled to any portion of the amount which may be awarded as damages or paid as a result of such condemnation; provided, however, that nothing contained herein shall impair the Tenant's right to pursue a claim against the condemning authority for Tenant's

relocation expenses. Landlord agrees to promptly advise Tenant of the filing of any condemnation proceeding.

9. BREACH: If at any time Tenant fails to pay any monthly installment of rent as set forth herein and does not make all reasonable efforts to cure such breach to the satisfaction of Landlord within ten (10) days after written notice, or violates any other term, covenant, or condition of this Lease, and does not make all reasonable efforts to cure such breach to the satisfaction of Landlord within twenty (20) days after written notice, then Landlord may, at its election, terminate this lease and upon such election, this lease and all of the estate of the Tenant in the Premises shall come to an end and the Landlord may thereupon reenter the premises as of its former estate. Provided, however, that if the breach is the result of an action taken under any statute, ordinance, rule or requirement of any governmental body, and Tenant institutes and prosecutes diligently any bona fide action to establish the invalidity thereof, the period of twenty (20) days shall be suspended until the final determination of such proceedings or unless otherwise ordered by a competent Court of law. Any waiver by the Landlord of any breach shall not be deemed a waiver of any similar or other further breach. The rights and privileges herein reserved shall be in addition to the remedies afforded to the Landlord in the courts of law and equity.

10. ABANDONMENT: If the Premises shall become vacant or abandoned, or if the Tenant or any assignee or subtenant to whose assignment or sublease the Landlord shall have consented, shall be dispossessed or removed from the Premises, or if the term hereof shall terminate prior to the expiration date fixed herein because of any act or omission of the Tenant or such assignee or subtenant, or because of the happening of any contingency or of the abandonment herein provided for, or as a result of any election exercised by the Landlord pursuant to the terms hereof, the Tenant does hereby authorize

and empower the Landlord, at its option, to reenter the Premises as agent of the Tenant or for any occupant of the Premises under the Tenant, or for its own account or otherwise, and to re-let the same for any term expiring either prior to the original expiration date hereof or simultaneously therewith, or beyond such date and to repair the same if necessary or desirable for re-letting purposes and to receive and apply the rent so received to the cost of reentry, repair, and re-lett and to the payment of the rent and other charges due hereunder. The Tenant shall not be entitled to any surplus accruing from such re-letting. Moreover, other than an early termination as provided for in paragraph 7, herein, Tenant shall remain liable for any deficiency, which deficiency shall be, at the Landlord's option, payable monthly as the amount thereof shall be ascertained, or in a single payment, with reasonable allowance for acceleration, on demand.

In the event that at any time before the expiration of the term hereby granted the Tenant shall cease to occupy the Premises, and shall remove substantially all of their furniture therefrom, the Landlord shall have the right to enter upon the Premises for the purpose of cleaning, altering or redecorating the same; and the exercise of such right by the Landlord shall in no way affect or modify the obligations and covenants of the Tenant under this lease for the remainder of the term thereof.

11. QUIET ENJOYMENT: The Landlord hereby covenants that if the Tenant shall perform all the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the Term, or of any renewal term, have the peaceful and quiet enjoyment and possession of the Premises.

12. SURRENDER OF PREMISES: Tenant shall, at expiration or termination of the Term, or of any renewal term, peaceably surrender the Premises with all the improvements and additions thereto, broom-cleaned and in good condition, excepting ordinary wear and

tear. All repairs, alterations and additions made either by the Landlord or Tenant to the Premises except unattached moveable business fixtures, shall, at the option of the Landlord, be the property of the Landlord and remain upon and be surrendered with the Premises.

13. SUBORDINATION:

a. This Lease shall be subject, junior and subordinate to that certain Contract of Lease-Purchase dated as of November 1, 2004 (the "Primary Lease"), between the West Virginia Economic Development Authority as lessor (the "Authority") and City as lessee, which expires on November 1, 2024, subject to annual termination as provided for below. The Primary Lease is of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Lease Book 251 at page 191.

b. Under the terms of the Primary Lease, the City has the right to terminate the Primary Lease at the end of any fiscal year upon 30 days' prior written notice to the Authority and to WesBanco Bank, Inc, as trustee (the "Trustee") under that certain Indenture, Credit Line Deed of Trust and Security Agreement (the "Indenture"), dated as of November 1, 2004, between the Authority and the Trustee. The Indenture constitutes a deed of trust on the baseball stadium complex known as "West Virginia Power Park," including the Premises. The Indenture is of record in the aforesaid Clerk's office in Trust Deed Book 3194 at page 567.

c. Notwithstanding the above, and in addition thereto, this Lease shall be subject and subordinate at all times to the lien of any mortgages and/or deeds of trust and/or bond issues and/or trust debentures in any amount or amounts whatsoever now or hereafter placed on the land and buildings of which the Premises form a part and/or on the Landlord's interest or estate therein without the necessity of any further instrument or act

on the part of the Tenant to effectuate such subordination, provided, however, the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this Lease to the lien of any such mortgage or mortgages and/or deeds of trust and/or bond issues and/or deeds of trust and/or bond issues and/or trust debentures as may reasonably be desired or requested by Landlord, and Tenant's execution of any and all documents necessary and proper to effectuate a subordination shall not be unreasonably withheld by Tenant.

14. UTILITIES AND MAINTENANCE: The Landlord does covenant and agree that during the term of this lease the following will be furnished at the Landlord's expense:

a. Heating and air-conditioning within the Premises between the hours of 6:00 am and 9:00 pm, seven days per week unless otherwise agreed to in writing by Tenant and Landlord. Upon twenty-four (24) hours written notice from the Tenant to the Landlord with regard to a particular day or time outside of the hours set forth hereinabove, the Landlord agrees to keep the premises comfortably heated or cooled for that particular day or time outside of the hours set forth hereinabove.

b. Electric power and light necessary to operate elevator, building air-conditioning and heating systems and to light building and operate Tenant's equipment, including washers and dryers for clothing, and customary kitchen equipment. In addition to the amounts set forth in paragraph 3 herein, the Tenant shall pay for all other electricity for equipment that requires more than usual and customary amounts of electricity and will be charged on a metered or pro-rata share basis.

c. Janitor service reasonably necessary to keep the Premises in a neat and tidy condition and to be equivalent to the type of service provided in first-class buildings including the following:

DAILY:

Clean rest rooms.

Provide soap and toilet paper in toilet area.

Vacuum carpets and spot mop common area hallways and corridors.

TWICE WEEKLY:

Empty waste paper baskets.

Sweep and dust and mop floors.

Clean fingerprints from door glass.

Dust furniture and equipment.

Vacuum carpet in Tenant's exclusive Premises.

PERIODICALLY:

Clean outer window glass and all interior partition glass.

Clean all tile floors.

Replace light tubes.

d. Maintenance and repair of the outside of the building and all common areas, including the sidewalk, the parking area, lawns and shrubbery, in a neat and tidy condition, normal wear and tear excepted.

e. All cleaning of carpets within Tenant's exclusive Premise, except vacuuming twice weekly, shall be done by Tenant at Tenant's expense.

15. ENTRY UPON PREMISES: Tenant shall permit Landlord, its employees, agents, or any other person or persons authorized by the Landlord, upon reasonable notice and at any reasonable time, to enter the Premises for the purpose of inspection or to make repairs, additions, or alterations to the Premises or the building of which the Premises are a

part. Landlord shall exercise due care to minimize any disruption to Tenant's business activities. Unless emergency or other exigent circumstances exist, Landlord shall provide Tenant with at least 48 hours notice before entering the Premises. Except as specifically provided for in Paragraph 7 of this Lease, no diminution or abatement of rent or other compensation shall be claimed or allowed for inconveniences, discomfort or interruption of business arising from the making of repairs or improvements to the building, or any part thereof, or to the machinery, fixtures or appurtenances thereto and therein. Beginning six months prior to the expiration of the Term or of any renewal term and subject to the notice provisions herein, Landlord may exhibit the Premises to any person or persons, and may also maintain "For Lease" and "For Sale" notices on the outside walls thereof or otherwise advertise that the Premises are for lease or sale. Landlord shall, however, exercise reasonable care to minimize any disruption to Tenant's business activities.

16. NOTICES: All written notices by the Landlord to the Tenant shall be sent by certified mail to the Tenant at 601 Morris Street, Suite 302, Charleston, WV, or at such other location as the Tenant may designate in writing. All notices by the Tenant to the Landlord shall be sent by certified mail to the Landlord in care of the City Manager at City Hall, 501 Virginia Street East, Charleston, WV, 25301, or at such other location as the Landlord may designate in writing.

17. GOVERNING LAW, DISPUTE RESOLUTION, AND EXCLUSIVE JURISDICTION: The terms, covenants and conditions of this Lease shall be governed by the laws of the State of West Virginia.

If any breach, default, or other dispute arises out of this Lease, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation. If the Parties cannot resolve the

matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation.

18. BUILD-OUT and ACCEPTANCE OF PREMISES: Landlord agrees to build-out the space pursuant to Tenant's specifications subject to a build-out allowance of One Hundred Forty-seven Thousand Dollars (\$147,000.00) inclusive of all labor, material, and supplies. The buildout shall be complete on or before February 1, 2017 or the monthly rental installments referenced herein shall be abated until the first day of the month after the build-out is complete and the Premises is surrendered to Tenant for occupancy. The taking of possession by Tenant of the Premises is conclusive evidence that Tenant has examined the Premises and is satisfied that the build-out was performed consistent with tenant's specification, was constructed in a workman-like manner, and acknowledges receipt of it in good order and repair, except as otherwise specified to Landlord in writing within ten (10) days of taking possession. Tenant agrees that no representation as to condition of repair has been made by Landlord, except as is contained in the lease and further agrees that no promise to decorate, alter, repair, modify, or improve the Premises has been made except as is set forth herein.

19. REPAIRS: The Tenant shall immediately give written notice to Landlord of any repairs to the Premises that Tenant believes are necessary to be performed. Landlord agrees that upon written notice it will examine the Premises and conduct and complete any repairs deemed necessary in a reasonable period of time.

20. SIGNS: Tenant shall not display any signage visible from the outside of the Premises without written authorization from Landlord. If requested and desired by Tenant

and agreed to by Landlord, Landlord will facilitate installation of exterior signage, the cost of which shall be reimbursed by Tenant. Tenant may place direction signage near the elevator on the third floor, on the entrance door or sidelight windows to Tenant's suite, and will be identified on the common area marquee maintained by the Landlord in the first floor lobby.

21. PARKING: Tenant acknowledges and agrees that no parking facilities are provided by Landlord in this Lease for Tenant, its employees, agents, or invitees.

22. TAXES AND FEES: Tenant shall pay any and all taxes and fees levied and assessed upon any personal property, fixtures and improvements belonging to Tenant and located upon the Premises. Tenant shall pay Business Occupation Tax, City Service Fee (User Fee) and any and all other applicable local or state taxes or fees imposed on businesses in the City of Charleston or State of West Virginia.

23. SEVERABILITY AND BINDING EFFECT: If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future law, such provision shall be fully severable, and further the remainder of this agreement shall be fully enforceable and remain in force and effect. All covenants and representations are binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of Landlord and Tenant.

23. ENTIRE AGREEMENT; EFFECTIVE DATE OF LEASE: This Agreement constitutes the entire agreement between the Landlord and the Tenant pertaining to the subject matter contained herein. The Landlord and Tenant agree to execute any and all supplementary documents and to take all supplementary steps to give full force and effect to the basic terms and intent of this lease. Notwithstanding any agreement of this lease to

the contrary, this lease is not effective until it is approved by the City Council of Landlord and duly executed by its Mayor.

IN WITNESS WHEREOF, the party of the first part, The City of Charleston, and the party of the second part, Yoga Power, LLC, have caused these presents to be executed by their duly authorized representatives as of the date first above written:

Landlord:

Tenant:

City of Charleston

Yoga Power, LLC

By: 
David D. Molgaard,
City Manager

By: 
Jamelia A. Dickenson
Its: Managing Member



Corporate Yoga Program Contract

This contract is made and entered into this 26th day of August, 2016, by and between the City of Charleston (the "City"), a municipal corporation, and Yoga Power, LLC ("Yoga Power"), (together, the "Parties").

WHEREAS, Yoga Power has signed a lease with the City for property at 601 Morris Street, Charleston, WV 25301 (the "Lease");

WHEREAS, Yoga Power agrees to offer a Corporate Yoga Program, including a free Silver Membership or similar credit toward the cost of an upgraded yoga membership to City employees as an offset for the consideration of Yoga Power's monthly rent for the premises described above; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter provided and the performance thereof by the Parties hereto, the specific terms of this Contract are hereby agreed as follows:

1. The City's employees shall be entitled to Yoga Power's Silver Membership at no cost to them. If an employee chooses to upgrade at any time to Yoga Power's Gold, Platinum, VIP Elite, or other memberships, the monthly cost of the Silver Membership will be credited to the monthly cost of the upgraded membership.
2. The free Silver Membership shall be available only to City employees, but family members of City employees shall receive fifty percent (50%) off any membership package(s) purchased.
3. This membership offer is limited to one-hundred (100) City employees at any given time on a first come, first served basis. If excess of 100 employees request membership, those employees will be placed on a waiting list until open spaces are available.
4. If Yoga Power discontinues the Silver Membership at any time during the Lease, Yoga Power shall provide an equivalent free membership consistent with the terms and conditions herein.
5. The term of this Contract shall be the same as the term of the Lease, including any extensions thereof.

This Contract cannot be modified in any way unless such modifications are made in writing and signed by both Parties. This document constitutes the entire agreement between the Parties. This contract is legally binding upon the Parties, their successors, and heirs, and will be enforced according to the laws of the State of West Virginia.



IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first written above.

City of Charleston

By: _____

Its: _____

Yoga Power, LLC

By: _____

Its: _____

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2. The free Silver Membership shall be available only to City employees, but family members of City employees shall receive fifty percent (50%) off any membership package(s) purchased.
3. This membership offer is limited to one-hundred (100) City employees at any given time on a first come, first served basis. If excess of 100 employees request membership, those employees will be placed on a waiting list until open spaces are available.
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5. The term of this Contract shall be the same as the term of the Lease, including any extensions thereof.

This Contract cannot be modified in any way unless such modifications are made in writing and signed by both Parties. This document constitutes the entire agreement between the Parties. This contract is legally binding upon the Parties, their successors, and heirs, and will be enforced according to the laws of the State of West Virginia.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first written above.

City of Charleston

By: [Signature]
Its: City Manager

Yoga Power, LLC

By: Jamelia A. Neekerson
Its: Managing Member

Resolution No. 551-21

Introduced in Council:

November 1, 2021

Introduced by:

Mary Beth Hoover

Adopted by Council:

Referred to:

Finance

Resolution No. 551-21 – Authorizing “Citizen Appreciation Parking” for November 27, 2021, December 4, 2021, December 11, 2021, December 18, 2021, December 25, 2021, and January 1, 2022. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees at all metered on-street parking spaces. The parking revenue losses will amount to approximately \$1,600 per Saturday.

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

That “Citizen Appreciation Parking” is authorized for November 27, 2021, December 4, 2021, December 11, 2021, December 18, 2021, December 25, 2021, and January 1, 2022. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees at all metered on-street parking spaces. The parking revenue losses will amount to approximately \$1,600 per Saturday.

Resolution No. 552-21

Introduced in Council:

November 1, 2021

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 552-21 - Authoring the Mayor or City Manager to approve Change Order No. 1 to the City's Concrete Sidewalk and Accessible Ramp Project Agreement—Summer 2021— in the amount of \$36,312.50 to permit the installation of new sidewalk in the 1900 block of Washington Street, West, raising the total contract amount to \$493,800.00.

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

That the Mayor or City Manager is authorized to approve Change Order No. 1 to the City's Concrete Sidewalk and Accessible Ramp Project Agreement—Summer 2021— in the amount of \$36,312.50 to permit the installation of new sidewalk in the 1900 block of Washington Street, West, raising the total contract amount to \$493,800.00.



CONCRETE SIDEWALK AND ACCESSIBLE RAMP PROJECT
SUMMER 2021

PROJECT NUMBER E2 06/21-136

Change Order No.1
October 4, 2021

This change order will consist of installing new sidewalk in the 1900 Bl. of Washington St. W.

1900 Bl. of Washington St. W.

Sidewalk Replacement (Approx.)	1400.00 s.f. @ \$20.75/s.f.	\$ 29,050.00
Integral Curb (Approx.)	350.00 l.f. @ \$20.75/l.f.	<u>\$ 7,262.50</u>
	Total:	\$ 36,312.50

Original Contract Price.....\$457,487.50

Change Order No.1 Price.....\$ 36,312.50

New Contract Price\$493,800.00

**THE CITY OF CHARLESTON,
a municipal corporation**

By _____

Its City Manager _____

Date _____

McCLANAHAN CONSTRUCTION CO., LLC

By _____

Its _____

Date _____

CITY OF CHARLESTON
Payroll Variance Analysis
October 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	34,870	34,500	370	1.06%	104,611	103,315	1,296	1.24%	302,210	198,895
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	34,870	34,500	370	1.06%	104,611	103,315	1,296	1.24%	302,210	198,895
Mayor - CARE Office	409-02	Regular	30,658	24,808	5,850	19.08%	91,974	73,485	18,490	20.10%	265,704	192,219
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,658	24,808	5,850	19.08%	91,974	73,485	18,490	20.10%	265,704	192,219
City Council	410	Regular	19,500	17,500	2,000	10.26%	58,500	51,250	7,250	12.39%	169,000	117,750
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	19,500	17,500	2,000	10.26%	58,500	51,250	7,250	12.39%	169,000	117,750
City Manager - Admin.	412-00	Regular	62,763	58,269	4,494	7.16%	185,481	173,627	11,854	6.39%	543,948	370,321
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	62,763	58,269	4,494	7.16%	185,481	173,627	11,854	6.39%	543,948	370,321
City Treasurer	413	Regular	15,204	21,053	(5,849)	-38.47%	45,613	50,659	(5,046)	-11.06%	131,772	81,113
		IPT	1,038	1,250	(212)	-20.37%	3,115	3,250	(135)	-4.32%	9,000	5,750
		OT	-	-	-		-	-	-		-	-
		Total	16,243	22,303	(6,060)	-37.31%	48,729	53,909	(5,180)	-10.63%	140,772	86,863
City Collector	414	Regular	78,569	69,862	8,707	11.08%	235,708	207,659	28,049	11.90%	680,933	473,274
		IPT	-	-	-		-	-	-		-	-
		OT	-	10	(10)		-	15	(15)		-	(15)
		Total	78,569	69,872	8,697	11.07%	235,708	207,673	28,034	11.89%	680,933	473,260
City Clerk	415	Regular	15,093	14,771	322	2.13%	45,278	44,313	966	2.13%	130,804	86,491
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	15,093	14,771	322	2.13%	45,278	44,313	966	2.13%	130,804	86,491
Municipal Court	416	Regular	34,011	33,727	283	0.83%	102,033	101,800	233	0.23%	294,761	192,961
		IPT	2,077	260	1,817	87.48%	6,231	1,982	4,249	68.19%	18,000	16,018
		OT	2,714	2,501	213	7.85%	8,142	4,602	3,539	43.47%	23,520	18,918
		Total	38,802	36,488	2,313	5.96%	116,405	108,384	8,021	6.89%	336,281	227,897

CITY OF CHARLESTON
Payroll Variance Analysis
October 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	44,776	43,731	1,045	2.33%	134,328	131,192	3,136	2.33%	388,059	256,867
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	44,776	43,731	1,045	2.33%	134,328	131,192	3,136	2.33%	388,059	256,867
Accounting	418	Regular	33,045	23,561	9,483	28.70%	99,134	92,012	7,122	7.18%	286,388	194,376
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	33,045	23,561	9,483	28.70%	99,134	92,012	7,122	7.18%	286,388	194,376
Engineering - General	420-00	Regular	57,082	55,766	1,316	2.31%	171,246	167,298	3,949	2.31%	494,712	327,414
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	57,082	55,766	1,316	2.31%	171,246	167,298	3,949	2.31%	494,712	327,414
Engineering - Stormwater	420-01	Regular	15,837	15,375	461	2.91%	47,510	46,126	1,384	2.91%	137,252	91,126
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	15,837	15,375	461	2.91%	47,510	46,126	1,384	2.91%	137,252	91,126
MOECD	421	Regular	44,176	40,405	3,771	8.54%	132,528	124,690	7,838	5.91%	382,858	258,168
		IPT	-	573	(573)		-	4,905	(4,905)		-	4,905
		OT	-	-	-		-	-	-		-	-
		Total	44,176	40,978	3,198	7.24%	132,528	129,594	2,934	2.21%	382,858	263,073
Human Resources	422	Regular	46,416	46,340	76	0.16%	139,248	137,403	1,845	1.32%	402,272	264,869
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	46,416	46,340	76	0.16%	139,248	137,403	1,845	1.32%	402,272	264,869
Mail Room	431	Regular	4,057	-	4,057	100.00%	12,170	1,313	10,857	89.21%	35,157	33,844
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	4,057	-	4,057	100.00%	12,170	1,313	10,857	89.21%	35,157	33,844
Building Commission	436	Regular	78,615	76,636	1,978	2.52%	235,844	229,825	6,018	2.55%	681,327	451,502
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	78,615	76,636	1,978	2.52%	235,844	229,825	6,018	2.55%	681,327	451,502

CITY OF CHARLESTON
Payroll Variance Analysis
October 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	53,967	49,791	4,176	7.74%	161,900	143,460	18,439	11.39%	467,710	324,250
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	53,967	49,791	4,176	7.74%	161,900	143,460	18,439	11.39%	467,710	324,250
Information Systems	439	Regular	70,053	64,095	5,958	8.50%	210,159	186,756	23,403	11.14%	607,126	420,370
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	70,053	64,095	5,958	8.50%	210,159	186,756	23,403	11.14%	607,126	420,370
General Services	440	Regular	52,342	43,335	9,008	17.21%	155,126	136,587	18,539	11.95%	453,634	317,047
		IPT	5,192	-	5,192	100.00%	15,577	2,058	13,519	86.79%	45,000	42,943
		OT	7,560	13,879	(6,319)	-83.59%	22,680	33,335	(10,655)	-46.98%	65,520	32,185
		Total	65,095	57,214	7,881	12.11%	193,383	171,980	21,403	11.07%	564,154	392,174
Constituent Services	442-01	Regular	20,785	17,812	2,974	14.31%	57,703	39,140	18,562	32.17%	180,139	140,999
		IPT	2,700	-	2,700	100.00%	6,300	-	6,300	100.00%	23,400	23,400
		OT	-	459	(459)		-	459	(459)		-	-
		Total	23,485	18,270	5,215	22.21%	64,003	39,599	24,404	38.13%	203,539	164,399
Morris Square Property	500	Regular	2,979	3,143	(164)	-5.51%	8,936	9,448	(512)	-5.73%	25,814	16,366
		IPT	-	-	-		-	-	-		-	-
		OT	1,163	63	1,100	94.55%	3,489	78	3,411	97.76%	10,080	10,002
		Total	4,142	3,206	935	22.59%	12,425	9,526	2,899	23.33%	35,894	26,368
Public Works	566	Regular	22,154	21,024	1,129	5.10%	66,462	63,115	3,346	5.03%	192,000	128,885
		IPT	-	-	-		-	-	-		-	-
		OT	346	1,264	(917)	-265.05%	1,038	2,080	(1,042)	-100.32%	3,000	920
		Total	22,500	22,288	212	0.94%	67,500	65,196	2,304	3.41%	195,000	129,804
Public Grounds - Adm.	567-00	Regular	98,466	94,058	4,408	4.48%	295,397	280,253	15,144	5.13%	853,369	573,116
		IPT	-	-	-		-	-	-		-	-
		OT	2,908	217	2,691	92.54%	8,723	4,387	4,336	49.70%	25,200	20,813
		Total	101,373	94,275	7,099	7.00%	304,120	284,640	19,480	6.41%	878,569	593,929
Public Grounds - C/T	567-01	Regular	7,553	7,553	0	0.00%	22,659	22,780	(122)	-0.54%	65,458	42,678
		IPT	-	-	-		-	-	-		-	-
		OT	485	183	302	62.34%	1,454	1,380	74	-100.00%	4,200	2,820
		Total	8,037	7,735	302	3.76%	24,112	24,160	(48)	-0.20%	69,658	45,498

CITY OF CHARLESTON
Payroll Variance Analysis
October 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Police - Uniform	700-00	Regular	973,476	919,901	53,575	5.50%	2,920,427	2,740,636	179,791	6.16%	8,436,790	5,696,154
		OT	209,981	289,308	(79,328)	-37.78%	648,703	870,057	(221,354)	-34.12%	1,901,129	1,031,072
		Reimb.	(2,885)	(1,216)	(1,669)	-57.85%	(8,654)	(14,608)	5,954	68.80%	(25,000)	(10,392)
		Total	1,180,572	1,207,993	(27,422)	-2.32%	3,560,476	3,596,085	(35,609)	-1.00%	10,312,919	6,716,834
Police - Civilian	700-01	Regular	99,242	94,631	4,611	4.65%	297,726	286,640	11,086	3.72%	860,096	573,456
		IPT	5,769	4,800	969	16.80%	17,308	8,610	8,698	50.25%	50,000	41,390
		OT	10,855	8,788	2,067	19.04%	32,566	28,297	4,269	13.11%	94,080	65,783
		Total	115,866	108,219	7,647	6.60%	347,599	323,547	24,052	6.92%	1,004,176	680,629
Fire - Uniform	706-00	Regular	1,011,513	959,922	51,591	5.10%	3,106,158	2,994,018	112,140	3.61%	9,076,795	6,082,777
		OT	153,801	147,886	5,915	3.85%	492,768	481,158	11,609	2.36%	1,468,858	987,700
		Reimb.	(1,385)	(831)	(554)	-40.02%	(4,154)	(13,270)	9,116	219.45%	(12,000)	1,270
		Total	1,163,929	1,106,977	56,951	4.89%	3,594,772	3,461,907	132,865	3.70%	10,533,653	7,071,746
Fire - Civilian	706-01	Regular	11,175	10,849	325	2.91%	33,525	32,548	977	2.91%	96,849	64,301
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	-	-	-	-	-	-	-	-	-	-
		Total	11,175	10,849	325	2.91%	33,525	32,548	977	2.91%	96,849	64,301
Traffic	712	Regular	46,561	48,055	(1,495)	-3.21%	139,682	143,593	(3,911)	-2.80%	403,526	259,933
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	1,357	890	467	34.42%	4,071	3,115	956	23.48%	11,760	8,645
		Total	47,918	48,945	(1,028)	-2.14%	143,753	146,708	(2,955)	-2.06%	415,286	268,578
Emergency Services	716	Regular	9,656	-	9,656	100.00%	28,969	-	28,969	100.00%	83,689	83,689
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	-	-	-	-	-	-	-	-	-	-
		Total	9,656	-	9,656	100.00%	28,969	-	28,969	100.00%	83,689	83,689
Street	750	Regular	266,124	232,685	33,440	12.57%	798,373	688,820	109,553	13.72%	2,306,412	1,617,592
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	20,769	22,707	(1,938)	-9.33%	62,308	81,276	(18,969)	-30.44%	252,000	170,724
		Total	286,894	255,392	31,502	10.98%	860,681	770,097	90,584	10.52%	2,558,412	1,788,315
Equipment Maintenance	754	Regular	79,740	78,284	1,456	1.83%	239,221	244,362	(5,141)	-2.15%	691,083	446,721
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	6,300	4,486	1,814	28.80%	18,900	10,859	8,041	42.54%	54,600	43,741
		Total	86,040	82,770	3,270	3.80%	258,121	255,221	2,900	1.12%	745,683	490,462

CITY OF CHARLESTON
Payroll Variance Analysis
October 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Refuse & Recycling	800	Regular	231,213	217,332	13,881	6.00%	693,639	667,293	26,346	3.80%	2,003,847	1,336,554
		IPT	-	-	-		-	-	-		-	-
Budget	66	OT	27,138	16,467	10,671	39.32%	81,415	39,519	41,896	51.46%	235,200	195,681
Actual	62	Total	258,352	233,799	24,553	9.50%	775,055	706,812	68,242	8.80%	2,239,047	1,532,235
Parks & Recreation	900	Regular	135,516	123,161	12,354	9.12%	406,547	378,254	28,293	6.96%	1,174,468	796,214
		IPT	11,200	12,267	(1,067)	-9.52%	151,200	62,812	88,388	58.46%	280,000	217,188
Budget	31	OT	6,203	11,391	(5,188)	-83.64%	18,609	31,358	(12,749)	-68.51%	53,760	22,402
Actual	29	Total	152,919	146,819	6,100	3.99%	576,356	472,424	103,932	18.03%	1,508,228	1,035,804
Public Arts	906	Regular	6,000	6,180	(180)	-3.00%	18,000	18,294	(294)	-1.63%	52,000	33,706
		IPT	-	-	-		-	-	-		-	-
Budget	1	OT	-	-	-		-	-	-		-	-
Actual	1	Total	6,000	6,180	(180)	-3.00%	18,000	18,294	(294)	-1.63%	52,000	33,706
Spring Hill Cemetery	952	Regular	35,585	33,970	1,615	4.54%	106,756	103,576	3,180	2.98%	308,407	204,831
		IPT	4,388	3,137	1,251	28.51%	24,863	9,524	15,338	61.69%	46,800	37,276
Budget	8	OT	1,163	549	614	52.79%	3,489	679	2,810	80.54%	10,080	9,401
Actual	8	Total	41,136	37,656	3,480	8.46%	135,108	113,779	21,329	15.79%	365,287	251,508
General Fund		Regular	3,848,771	3,602,085	246,687	6.41%	11,608,571	10,915,542	693,029	5.97%	33,666,369	22,750,827
		IPT	32,364	22,287	10,078	31.14%	224,593	93,140	131,453	58.53%	472,200	388,869
		OT	452,743	521,048	(68,305)	-15.09%	1,408,355	1,592,655	(184,300)	-13.09%	4,212,987	2,620,791
Budget	757	Reimb.	(4,269)	(2,047)	(2,223)	-52.06%	(12,808)	(27,878)	15,070	117.66%	(37,000)	(9,123)
Actual	692	Total	4,329,609	4,143,372	186,237	4.30%	13,228,711	12,573,460	655,252	4.95%	38,314,556	25,751,364

CITY OF CHARLESTON
Payroll Variance Analysis
October 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Coliseum & Conv. Center	402	Regular	63,169	79,977	(16,807)	-26.61%	189,508	226,444	(36,936)	-19.49%	547,468	321,024
		IPT	10,904	-	10,904	100.00%	32,712	3,234	29,477	90.11%	94,500	91,266
		OT	6,092	3,152	2,941	48.27%	18,277	9,011	9,266	50.70%	52,800	43,789
		Total	80,166	83,129	(2,963)	-3.70%	240,497	238,689	1,808	0.75%	694,768	456,079
Parking System	406	Regular	82,360	75,240	7,120	8.64%	247,079	229,125	17,954	7.27%	713,784	484,659
		IPT	5,885	3,107	2,778	47.20%	17,654	10,872	6,782	38.42%	51,000	40,128
		OT	1,938	1,982	(43)	-2.22%	5,815	4,677	1,139	19.58%	16,800	12,123
		Total	90,183	80,328	9,854	10.93%	270,548	244,673	25,875	9.56%	781,584	536,911
Total		Regular	3,994,300	3,757,301	236,999	5.93%	12,045,158	11,371,110	674,048	5.60%	34,927,621	23,556,511
		IPT	49,153	25,393	23,759	48.34%	274,959	107,247	167,712	61.00%	617,700	510,453
		OT	460,774	526,181	(65,407)	-14.20%	1,432,447	1,606,342	(173,895)	-12.14%	4,282,587	2,676,245
		Reimb.	(4,269)	(2,047)	(2,223)	52.06%	(12,808)	(27,878)	15,070	-117.66%	(37,000)	(9,123)
		Total	4,499,958	4,306,829	193,129	4.29%	13,739,756	13,056,822	682,935	4.97%	39,790,908	26,734,086

Vacancy Report:

CARE Office	1
City Council	1
City Manager	1
Collector	2
Accounting	1
MOECD	1
Mail Room	1
Information Systems	2
General Services	2
Public Works (all)	15
Police - Uniform	15
Fire - Uniform	20
Homeland Security	1
Parks & Rec	2
Total General Fund	65
Parking System	1
Total All	66

Bill No. 7932

Introduced in Council:

Passed by Council:

November 1, 2021

Introduced by:

Referred to

Becky Ceperley

Planning, Streets, & Traffic

1 **Bill No. 7932** - A Bill changing the ward boundaries for City Council elections
2 beginning with the 2022 election, as required by federal and state law.

3
4 WHEREAS, the 2020 Census taken under the authority of the U.S. Census
5 Bureau, showed a decline in residential population in Charleston, and indicates
6 that the existing wards of the City of Charleston, which were established in 2014,
7 are disproportionate in population; and

8
9 WHEREAS, West Virginia Code § 8-5-7 authorizes the governing body of a
10 municipality to, by ordinance, change boundaries of wards, so that each ward
11 may have equal representation on the governing body; and

12
13 WHEREAS, the City of Charleston retained a consultant with expertise in this
14 area to review the population disparity among the various wards and to propose
15 a solution to the same, with said solution to provide for as equal representation
16 as reasonably practicable; and

17
18 WHEREAS, said consultant reviewed the population disparity and presented his
19 recommendation that the twenty wards be redrawn consistent with the
20 geographic description in the attached Exhibit A; and

21
22 WHEREAS, the Planning, Streets, and Traffic Committee considered the
23 consultant's proposed map, as well as additional options prepared by City staff,
24 at a public meeting held on November 8, 2021, wherein the committee members
25 considered population as the primary factor in the reapportionment of the wards,
26 but also took into consideration the requirement to keep the wards contiguous
27 and compact, as well as the desire to preserve the cores of previous wards and
28 keep communities of interest together; and

29
30 WHEREAS, the newly proposed wards have a population deviation that is within
31 acceptable tolerances, that the proposed wards provide as equal representation
32 as reasonably practicable, and that the Planning, Streets, and Traffic Committee
33 recommends that the proposed wards be approved by the full City Council.

35 **Now Therefore, Be it Ordained by the Council of the City of Charleston,**
36 **West Virginia:**

37
38 1. For purposes of the 2022 municipal elections (primary and general), and
39 for municipal elections thereafter, the residents of the City of Charleston shall be
40 divided into 20 wards consistent with the attached Exhibit A, which provides a
41 geographic description of each ward. Exhibit A, along with a visual depiction of
42 the wards, shall be on file in the City Clerk's office, upon adoption of this Bill.
43

44 2. Commencing with the swearing in of the Council of the City of Charleston
45 duly elected in 2022, the City of Charleston shall be divided into twenty wards
46 consistent with Exhibit A and the City Council of Charleston shall consist of
47 twenty-six council members, with one member to be elected from each of the
48 twenty wards specified in Section 1 of this ordinance, and six members to be
49 elected at-large.
50

51 3. For the avoidance of doubt, all currently sitting Councilmembers will retain
52 their position until those individuals elected at the next municipal election are
53 sworn in and take office.
54

55 4. All prior ordinances or parts of ordinances, inconsistent with this ordinance
56 are hereby repealed to the extent of said inconsistency.

City of Charleston 2020 Census Ward Descriptions

Ward 1

The region bounded and described as follows: Beginning at the point of intersection of the north bank of the Kanawha River and the City of Charleston Boundary (at its border with the City of Dunbar), and proceeding easterly along the north bank of the Kanawha River to Two Mile Creek, and proceeding northerly along Two Mile Creek to Woodward Branch, and proceeding northwesterly along Woodward Branch to Pfieffer Branch, and proceeding northerly along Pfieffer Branch to 6th Avenue, and proceeding easterly along 6th Avenue to the unimproved roadway known as 23rd Street West, and northerly along the unimproved roadway known as 23rd Street to Washington Street West; and proceeding easterly along Washington Street West to 20th Street, and proceeding southerly along 20th Street to 7th Avenue, and proceeding easterly along 7th Avenue to Iowa Street, and proceeding northerly along Iowa Street, as it becomes Sissonville Drive, to School Street, and proceeding westerly along School Street to its intersection with 2020 Census Block with GeoID 540390002001015, and proceeding northerly along the boundary of 2020 Census Block with GeoID 540390002001015 to its intersection with Zabel Drive, and proceeding southerly along Zabel Drive to Woodward Drive, and proceeding southeasterly along Woodward Drive to Woodhaven Drive, and proceeding southwestly along Woodhaven Drive to Woodward Branch, and proceeding northwesterly along Woodward Branch and on the boundary of 2020 Census Block with GeoID 540390002002019 in a manner that follows the boundary of 2020 Census Block with GeoID 540390002002019 to the City of Charleston Boundary, and proceeding southwestly along the City of Charleston Boundary to the point of beginning.

Ward 2

The region bounded and described as follows: Beginning at the point of City Boundary its northernmost intersection with 2020 Census Block with GeoID 540390002002019 and proceeding northeasterly along City Boundary and following the northern City Boundary to the southeastern most point of 2020 Census Block with GeoID 540390003001016, near the end of Garrison Avenue; and proceeding westerly along the boundary of 2020 Census Block with GeoID 540390003001016 to Melrose Drive; and proceeding southerly along Melrose Drive to Garrison Avenue, and proceeding southerly along Garrison Avenue to Edgewood Drive, and proceeding westerly along Edgewood Drive to Stonewall Drive, and proceeding southwestly along Stonewall Drive to White Oak Road, and proceeding northerly along White Oak Rd to Arnold Dr, and proceeding southerly along Arnold Dr to 2020 Census Block with GeoID 540390006004002, and proceeding southwestly along the boundary of 2020 Census Block with GeoID 540390006004002 to its intersection with Amity Dr, and proceeding westerly along Amity Dr to Beech Ave, and proceeding easterly along Beech Ave to Barton St, and proceeding southerly along Barton St to Washington St W, and proceeding westerly along Washington St W to Sissonville Dr, and proceeding northerly along Sissonville Dr to School Street, and proceeding westerly along School Street to its intersection with 2020 Census Block with GeoID 540390002001015, and proceeding northerly along the boundary of 2020 Census Block with GeoID 540390002001015 to its intersection with Zabel Drive, and proceeding southerly along Zabel Drive to Woodward Drive, and proceeding southeasterly along Woodward Drive to Woodhaven Drive, and proceeding southwestly along Woodhaven Drive to Woodward Branch, and proceeding northwesterly along Woodward Branch and on the boundary of 2020 Census Block with GeoID 540390002002019 in a manner that follows the boundary of 2020 Census Block with GeoID

540390002002019 to the point of beginning.

Ward 3

The region bounded and described as follows: Beginning at the point of intersection of Washington Street West and Barton Street; and proceeding northerly along Barton Street to Beech Avenue, and proceeding westerly along Beech Avenue to Amity Drive, and proceeding northerly along Amity Drive to its intersection with 2020 Census Block with GeoID 540390006004002, and proceeding northeasterly along the boundary of 2020 Census Block with GeoID 540390006004002 to Arnold Drive, and proceeding northerly along Arnold Drive to White Oak Road, and proceeding easterly along White Oak Road to Stonewall Drive, and proceeding easterly along Stonewall Drive to Edgewood Drive, and proceeding southerly along Edgewood Drive to Hawthorne Drive, and proceeding southerly along Hawthorne Drive to Forest Drive, and proceeding northwesterly along Forest Drive to Summit Drive, and proceeding southerly along Summit Drive to Somerset Drive, and proceeding southerly along Somerset Drive to Orchard Street, and proceeding westerly along Orchard Street to Mathews Avenue, and proceeding southerly along Mathews Avenue to Washington Street West, and proceeding westerly along Washington Street West to the point of beginning.

Ward 4

The region bounded and described as follows: Beginning at the point of intersection of the north bank of the Kanawha River and Two Mile Creek, and proceeding northerly along Two Mile Creek to Woodward Branch, and proceeding northwesterly along Woodward Branch to Pfieffer Branch, and proceeding northerly along Pfieffer Branch to 6th Avenue, and proceeding easterly along 6th Avenue to the unimproved roadway known as 23rd Street West, and northerly along the unimproved roadway known as 23rd Street to Washington Street West; and proceeding easterly along Washington Street West to 20th Street, and proceeding southerly along 20th Street to 7th Avenue, and proceeding easterly along 7th Avenue to Iowa Street, and proceeding northerly along Iowa Street to Washington Street West, and proceeding easterly along Washington Street West to Virginia Street West, and proceeding southeasterly along Virginia Street West to Park Avenue, and proceeding southerly along Park Avenue to 7th Street, and proceeding westerly along 7th Avenue to Glenwood Avenue, and proceeding southerly along Glenwood Avenue to Simms Street, and proceeding easterly along Simms Street to Park Avenue, and proceeding southerly along Park Avenue to the north bank of the Kanawha River, and proceeding westerly along the north bank of the Kanawha River to the point of beginning.

Ward 5

The region bounded and described as follows: Beginning at the point of intersection of Mathews Avenue and Washington Street West, and proceeding northerly along Mathews Avenue to Orchard Street, and proceeding southerly along Orchard Street to Somerset Drive, and proceeding northerly along Somerset Drive to Summit Drive, and proceeding northerly along Summit Drive to Forest Drive, and proceeding easterly along Forest Drive to Hawthorne Drive, and proceeding southeasterly along Hawthorn Drive to Edgewood Drive, and proceeding northerly along Edgewood Drive to Garrison Avenue, and proceeding southerly along Garrison Avenue to Crescent Road, and proceeding westerly along Crescent Road to Market Drive, and proceeding northerly on Market Drive to Woodland Drive, and proceeding southeasterly along Woodland Drive to Camden Drive, and proceeding easterly along Camden Drive to Woodland Drive, and proceeding northerly along Woodland Drive to Rosalie Drive, and proceeding westerly along Rosalie Drive to Market Drive, and proceeding northerly along Market Drive to Burlew Drive, and proceeding southerly along Burlew Drive to its end and following the

boundary of 2020 Census Block with Geo ID 540390005002013 in a southerly direction until the boundary meets Dayton Drive, and proceeding southerly along Dayton Drive to New York Central RR, and proceeding easterly along New York Central RR to Washington Street West, and proceeding westerly along Washington Street West to the point of beginning.

Ward 6

The region bounded and described as follows: Beginning at the point of intersection of Washington Street West and Virginia Street West, and proceeding easterly along Washington Street West to Center of the Elk River, and proceeding southerly along Center of the Elk River the north bank of the Kanawha River, and proceeding westerly along the north bank of the Kanawha River to the point of intersection of Park Avenue and its straight line extension to the north bank of the Kanawha River, and proceeding northerly along said Park Avenue extension and Park Avenue to Simms Street, and proceeding westerly along Simms Street to Glenwood Avenue, and proceeding northerly along Glenwood Avenue to 7th Street, and proceeding easterly along 7th Street to Park Avenue, and proceeding northerly along Park Avenue to Virginia Street West, and proceeding northwesterly along Virginia Street West to the point of beginning.

Ward 7

The region bounded and described as follows: Beginning at the point of intersection of the City Boundary and the southeastern most point of 2020 Census Block with GeoID 540390003001016, near the end of Garrison Avenue; and proceeding westerly along the boundary of 2020 Census Block with GeoID 540390003001016 to Melrose Drive; and proceeding southerly along Melrose Drive to Garrison Avenue, and proceeding southerly along Garrison Avenue to Crescent Road, and proceeding westerly along Crescent Road to Market Drive, and proceeding northerly on Market Drive to Woodland Drive, and proceeding southeasterly along Woodland Drive to Camden Drive, and proceeding easterly along Camden Drive to Woodland Drive, and proceeding northerly along Woodland Drive to Rosalie Drive, and proceeding westerly along Rosalie Drive to Market Drive, and proceeding northerly along Market Drive to Burlew Drive, and proceeding southerly along Burlew Drive to its end and following the boundary of 2020 Census Block with Geo ID 540390005002013 in a southerly direction until the boundary meets Dayton Drive, and proceeding southerly along Dayton Drive to New York Central RR, and proceeding easterly along New York Central RR to Washington Street West, and proceeding southeasterly along Washington Street West as it becomes Washington Street East to Clendenin Street, and proceeding northerly along Clendenin Street to Donnally Street, and proceeding southerly along Donnally Street to Court Street, and proceeding easterly along Court Street to Interstate 77/64, and proceeding northerly along Interstate 77/64 to the Center of the Elk River, and proceeding easterly along the Center of the Elk River to the City Boundary, and proceeding northerly along the City Boundary to the point of beginning.

Ward 8

The region bounded and described as follows: Beginning at the point of intersection of the City Boundary and the Center of the Elk River, and proceeding easterly along the City Boundary to Greenbrier St, and proceeding southwestly along Greenbrier St to Interstate 77/64, and proceeding northerly along Interstate 77/64 to Stadium Place, and proceeding southerly along Stadium Place to Piedmont Road, and proceeding northerly along Piedmont Road to Chilton Street, and proceeding southerly along Chilton Street to Hansford Street, and proceeding westerly along Hansford Street to Ruffner Avenue, and proceeding southerly along Ruffner Avenue to Washington Street East, and

proceeding westerly along Washington Street East to Margaret Street, and proceeding northeasterly along Margaret Street to Donnally Street, and proceeding southerly along Donnally Street to Court Street, and proceeding easterly along Court Street to Interstate 77/64, and proceeding northerly along Interstate 77/64 to the Center of the Elk River, and proceeding easterly along the Center of the Elk River to the point of beginning.

Ward 9

The region bounded and described as follows: Beginning at the point of intersection of Washington St Bridge and Center of the Elk River, and proceeding southerly along Washington Street Bridge, as it becomes Washington Street East to Clendenin Street, and proceeding northerly along Clendenin Street to Donnally Street, and proceeding southerly along Donnally Street to Margaret Street, and proceeding westerly along Margaret Street to Washington Street East, and proceeding southeasterly along Washington Street East to Ruffner Avenue, and proceeding southerly along Ruffner Avenue to Quarrier Street, and proceeding easterly along Quarrier Street to Elizabeth Street, and proceeding southerly along Elizabeth Street to the north bank of the Kanawha River, and proceeding northwesterly along the north bank of the Kanawha River to the point of confluence of the Kanawha River and the Elk River, and proceeding northeasterly along the Center of the Elk River to the point of beginning.

Ward 10

The region bounded and described as follows: Beginning at the point of intersection of Chilton Street and Piedmont Road, and proceeding southwestly along Chilton Street to Hansford Street, and proceeding westerly along Hansford Street to Ruffner Avenue, and proceeding southerly along Ruffner Avenue to Quarrier Street, and proceeding easterly along Quarrier Street to Elizabeth Street, and proceeding southerly along Elizabeth Street to the north bank of the Kanawha River, and proceeding easterly along the north bank of the Kanawha River to the 36th Street Bridge, and proceeding northerly along the 36th Street Bridge to Kanawha Boulevard East, and proceeding easterly along Kanawha Boulevard East to Wertz Avenue, and proceeding northerly along Wertz Avenue to Interstate 64/77, and proceeding westerly along Interstate 64/77 to Stadium Place, and proceeding southerly along Stadium Place to Piedmont Road, and proceeding northerly along Piedmont Road to the point of beginning.

Ward 11

The region bounded and described as follows: Beginning at the point of intersection of Interstate 64/77 and Greenbrier Street, and proceeding northerly along Greenbrier Street to the point where the City Boundary intersects Greenbrier Street just northeast of the intersection of Greenbrier Street and Airport Road, and proceeding northeasterly along the City Boundary just beyond Capital High School, and proceeding along the City Boundary in a southerly direction on and around Baker's Fork Road to Bench Road, and proceeding westerly along the City Boundary on and around Bench Road, and proceeding southerly along the City Boundary to East Point Drive, and proceeding southerly along the City Boundary on and around East Point Dr, and proceeding easterly along the City Boundary, then northerly along the City Boundary, then easterly along the City Boundary, then southerly along the City Boundary to Piedmont Road, and proceeding westerly along the City Boundary on or around Piedmont Road, then southerly along the City Boundary to the north bank of the Kanawha River, and proceeding westerly along the north bank of the Kanawha River to the 36th Street Bridge, and proceeding northerly along the 36th Street Bridge to Kanawha Boulevard East, and proceeding easterly along Kanawha Boulevard East to Wertz Avenue, and proceeding northerly along Wertz Avenue to

Interstate 64/77, and proceeding westerly along Interstate 64/77 to the point of beginning.

Ward 12

The region bounded and described as follows: Beginning at the City Boundary on or about the point of intersection of the north bank of the Kanawha River and the Patrick Street Bridge, and proceeding southerly along the City Boundary until it meets 2020 Census Block with GeoID 540390021002003, and proceeding southerly along the western boundary of 2020 Census Block with GeoID 540390021002003 to US Highway 119, and proceeding easterly along US Highway 119 to the southeastern most point of 2020 Census Block with GeoID 540390021002003, and proceeding northerly along the eastern boundary of 2020 Census Block with GeoID 540390021002003, and proceeding northerly along Green Meadow Road to Newcastle Road, and proceeding northerly along Newcastle Road to Wilkie Drive, and proceeding easterly along Wilkie Drive to Sheridan Circle, and proceeding southeasterly along Sheridan Circle to Shellar Drive, and proceeding southerly along Shellar Drive to Hillview Drive, and proceeding southerly along Hillview Drive to Cook Drive, and proceeding westerly along Cook Drive to Cantley Drive, and proceeding southerly along Cantley Drive to US Highway 119, and proceeding northerly along US Highway 119 to the north bank of the Kanawha River, and proceeding northwesterly along the north bank of the Kanawha River to the point of beginning.

Ward 13

The region bounded and described as follows: Beginning at the point of intersection of US Highway 119 and the southeasterly most point of 2020 Census Block with GeoID 540390021002003, and proceeding northerly along the eastern boundary of 2020 Census Block with GeoID 540390021002003, and proceeding northerly along Green Meadow Road to Newcastle Road, and proceeding northerly along Newcastle Road to Wilkie Drive, and proceeding easterly along Wilkie Drive to Sheridan Circle, and proceeding southeasterly along Sheridan Circle to Shellar Drive, and proceeding southerly along Shellar Drive to Hillview Drive, and proceeding southerly along Hillview Drive to Cook Drive, and proceeding westerly along Cook Drive to Cantley Drive, and proceeding southerly along Cantley Drive to US Highway 119, and proceeding southwestly along US Highway 199 to Hickory Road, and proceeding southeasterly along Hickory Road to Carroll Road, and proceeding southeasterly along Carroll Road to Beaumont Road, and proceeding westerly along Beaumont Road to the intersection of Alta Road and an Unnamed Road, and proceeding northerly along the Unnamed Road to Sherwood Road, and proceeding westerly along Sherwood Road to Oakwood Road, and proceeding southerly along Oakwood Road to Clark Road, and proceeding southwestly along Clark Road to Autumn Road, and proceeding westerly along Autumn Road to Loma Road, and proceeding northerly along Loma Road to Smith Road, and proceeding northerly along Smith Road to 2020 Census Block with GeoID 540390019012000, and proceeding southwestly along the boundary of 2020 Census Block with GeoID 540390019012000, then northerly along said boundary to Fledderjohn Road, and proceeding northerly along Fledderjohn Road to Emerald Road, and proceeding northerly along Emerald Road to US Highway 119, and proceeding northeasterly along US Highway 119 to the point of beginning.

Ward 14

The region bounded and described as follows: Beginning at the point of intersection of US Highway 199 and Hickory Road, and proceeding southeasterly along Hickory Road to Carroll Road, and proceeding southeasterly along Carroll Road to Beaumont Road, and proceeding westerly along Beaumont Road to the intersection of Alta Road and an Unnamed Road, and proceeding northerly

along the Unnamed Road to Sherwood Road, and proceeding westerly along Sherwood Road to Oakwood Road, and proceeding southerly along Oakwood Road to Tennis Club Road, and proceeding southerly along Tennis Club Road and the southern boundary of 2020 Census Block with GeoID 540390019021000, and proceeding along the southern boundary of to 2020 Census Block with GeoID 540390019021000 to Georgetown Place, and proceeding southeasterly along Georgetown Place to Oakwood Road, and proceeding easterly along Oakwood Road to Bridge Road, and continuing northerly along Bridge Road to Abney Circle, and proceeding southerly along Abney Circle to Abney Circle South, and proceeding southerly along Abney Circle South to Loudon Heights Road, and proceeding northeasterly along Loudon Heights Road to the South Side Bridge/Dickenson Street, and proceeding northeasterly along the South Side Bridge/Dickenson Street to the north bank of the Kanawha River, and proceeding northwesterly along the north bank of the Kanawha River to the point of confluence of the Kanawha River and the Elk River, and proceeding southwesterly along US Highway 119 to the point of beginning.

Ward 15

The region bounded and described as follows: Beginning at the point of intersection of Sierra Road and Smith Road, and proceeding northeasterly along Smith Road to Loma Road, and proceeding southerly along Loma Road to Autumn Road, and proceeding easterly along Autumn Road to Tennis Club Road, and proceeding southerly along Tennis Club Road and the southern boundary of 2020 Census Block with GeoID 540390019021000, and proceeding along the southern boundary of to 2020 Census Block with GeoID 540390019021000 to Georgetown Place, and proceeding southeasterly along Georgetown Place to Oakwood Road, and proceeding easterly along Oakwood Road to Bridge Road, and proceeding southerly along Bridge Road to Loudon Heights Road, and proceeding easterly along Loudon Heights Road to Hampton Road, and proceeding southerly along Hampton Road to Sweetbrier Road, and proceeding southwesterly along Sweetbrier Road to Hampton Road, and proceeding southerly along Hampton Road to Stonehenge Road, and proceeding southerly along Stonehenge Road to the City Boundary on or about a point opposite the intersection of Stonehenge Road and Woodshire Place, and proceeding southeasterly along the City Boundary, then southwesterly along the City Boundary, and proceeding westerly along the City Boundary to Connell Rd, and proceeding northerly along Connell Rd along the City Boundary, and proceeding westerly along the City Boundary to Harmon Road, and proceeding northly along Harmon Road, following the City Boundary, and proceeding along the City Boundary in a westerly direction to Clark Road, proceeding southerly on Clark Road to the City Boundary, proceeding westerly along the City Boundary, then northerly along the City Boundary to its intersection with the private road known as Roderick Road or Shark Lane, and proceeding easterly along the private road known as Roderick Road or Shark Lane to Parkwood Road, and proceeding southerly along Parkwood Road to Woodshire Circle, and proceeding easterly along Woodshire Circle to Huber Road, and proceeding northerly along Huber Road to Rosewood Road, and proceeding westerly along Rosewood Road to Sierra Road, and proceeding northerly along Sierra Road to the point of beginning.

Ward 16

The region bounded and described as follows: Beginning at the point of intersection of South Side Bridge/Dickenson Street and the north bank of the Kanawha River, and proceeding southwesterly along the South Side Bridge/Dickenson Street to Loudon Heights Road, and proceeding southerly along Loudon Heights Road to Abney Circle South, and proceeding westerly along Abney Circle South to Abney Circle, and proceeding northerly along Abney Circle to Bridge Road, and proceeding southerly

along Bridge Road to Loudon Heights Road, and proceeding easterly along Loudon Heights Road to Hampton Road, and proceeding southerly along Hampton Road to Sweetbrier Road, and proceeding southwesterly along Sweetbrier Road to Hampton Road, and proceeding southerly along Hampton Road to Stonehenge Road, and proceeding southerly along Stonehenge Road to the City Boundary on or about a point opposite the intersection of Stonehenge Road and Woodshire Place, and proceeding to a point at the end of Shady Lane, and proceeding northwesterly on Shady Lane to South Ruffner Road, and proceeding northerly on South Ruffner Road to MacCorkle Avenue SE, and proceeding easterly along MacCorkle Avenue SE to 23rd Street SE, and proceeding easterly to the southeasternmost corner of 2020 Census Block with GeoID 540390015005024, and proceeding northerly along the eastern boundary of 2020 Census Block with GeoID 540390015005024 to its northeasternmost corner, and proceeding westerly along the northern boundary of 2020 Census Block with GeoID 540390015005024 to its northwesternmost corner, and proceeding southerly along the western boundary of 2020 Census Block with GeoID 540390015005024 to Cherokee Avenue, and proceeding westerly along Cherokee Avenue to 22nd Street SE, and proceeding northerly along 22nd Street SE to Kanawha Avenue, and proceeding westerly along Kanawha Avenue to the western boundary of 2020 Census Block with GeoID 540390015005012, and proceeding northerly along the western boundary of 2020 Census Block with GeoID 540390015005012 to the north bank of the Kanawha River, and proceeding northwesterly along the north bank of the Kanawha River to the point of beginning.

Ward 17

The region bounded and described as follows: Beginning at the point of intersection of 29th Street SE and Kanawha Avenue SE, and proceeding northerly to the north bank of the Kanawha River, and proceeding easterly along the north bank of the Kanawha River to its intersection with the Interstate 64/77 Bridge, and proceeding westerly along the Interstate 64/77 Bridge to MacCorkle Avenue SE, and proceeding northerly along MacCorkle Avenue SE to 35th St SE, and proceeding northerly along 35th St SE to an Unnamed Alley between Staunton Avenue SE and Virginia Avenue SE, and proceeding westerly along said Unnamed Alley to 34th Street, and proceeding north on 34th Street SE to Kanawha Avenue SE, and proceeding west on Kanawha Avenue SE to 33rd Street ES, and proceeding north on 33rd Street SE to Kanawha Avenue SE, and proceeding west on Kanawha Avenue SE to the point of beginning.

Ward 18

The region bounded and described as follows: Beginning at the point of intersection of MacCorkle Avenue SE and South Park Road, and proceeding easterly along MacCorkle Avenue SE to Interstate 64/77, and proceeding easterly along the Interstate 64/77 Bridge to the north bank of the Kanawha River, and proceeding southerly along the north bank of the Kanawha River to the City Boundary, and proceeding easterly across the Kanawha River along the City Boundary, and proceeding northerly along the City Boundary to Lower Donnally Road, and proceeding northerly along Lower Donnally Road to Chesterfield Avenue SE, and proceeding northwesterly along Chesterfield Avenue SE to 50th Street SE, and proceeding northerly along 50th Street SE to Chesapeake and Ohio Railway, and proceeding westerly along Chesapeake and Ohio Railway to South Park Road, and proceeding northerly along South Park Road to the point of beginning.

Ward 19

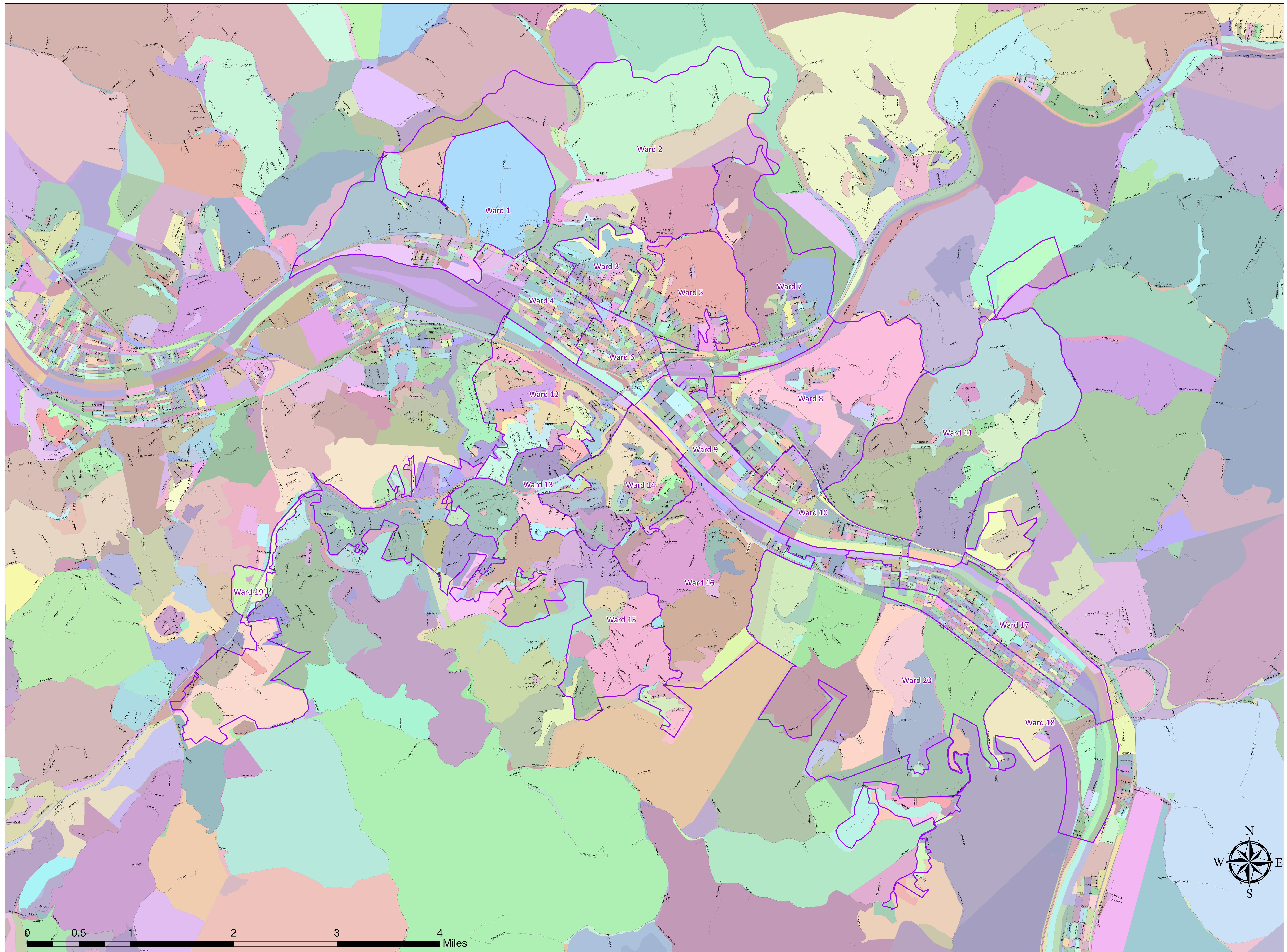
The region bounded and described as follows: Beginning at the point of intersection of the southwestern corner of the 2020 Census Block with GeoID 540390021002003 and US Highway 119,

and proceeding northerly along the western boundary of 2020 Census Block with GeoID 540390021002003 to the City Boundary, and proceeding westerly along the City Boundary to its next intersection with US Highway 119, and proceeding southerly along US Highway 119 to the point where the City Boundary turns in a westerly direction, and proceeding westerly along the City Boundary to its next intersection with US Highway 119, and proceeding southerly along US Highway 119 to the point where the City Boundary turns in an easterly direction, and proceeding easterly along the City Boundary to its next intersection with US Highway 119, and proceeding southerly along US Highway 119 to Parkway Road, and proceeding in a southeasterly direction along Parkway Road to the City Boundary, and proceeding southwest along the City Boundary, then easterly along the City Boundary, to Long Branch Road, and proceeding easterly along Long Branch Road to Middle Fork Road, and proceeding northerly along Middle Fork Road to the point where the City Boundary turns in a westerly direction, and proceeding westerly along the City Boundary, then northerly along the City Boundary, to its next intersection with US Highway 119, and proceeding northwesterly on and around Davis Creek along the City Boundary to its next intersection with US Highway 119, and proceeding in a southeasterly direction along the City Boundary, then a northeasterly direction along the City Boundary to its intersection with Smith Road, and proceeding southerly along Smith Road to the point where the City Boundary turns south, and proceeding southerly along the City Boundary, then easterly along the City Boundary to Shannon Place, and proceeding southerly on or about Shannon Place to the point where the City Boundary turns southeasterly, and proceeding southeasterly along the City Boundary, then northerly along the City Boundary, then easterly along the City Boundary, then southerly along the City Boundary to its intersection with the private road known as Roderick Road or Shark Lane, and proceeding easterly along the private road known as Roderick Road or Shark Lane to Parkwood Road, and proceeding southerly along Parkwood Road to Woodshire Circle, and proceeding easterly along Woodshire Circle to Huber Road, and proceeding northerly along Huber Road to Rosewood Road, and proceeding westerly along Rosewood Road to Sierra Road, and proceeding northerly along Sierra Road to Smith Road, and proceeding northerly along Smith Road to the closed portion of Hodges Road, and proceeding northerly along the closed portion of Hodges Road to Hodges Road, and proceeding easterly along Hodges Road to Flederjohn Road, and proceeding northerly along Flederjohn Road to Emerald Road, and proceeding northerly along Emerald Road to US Highway 119, and proceeding easterly along US Highway 119 to the point of beginning.

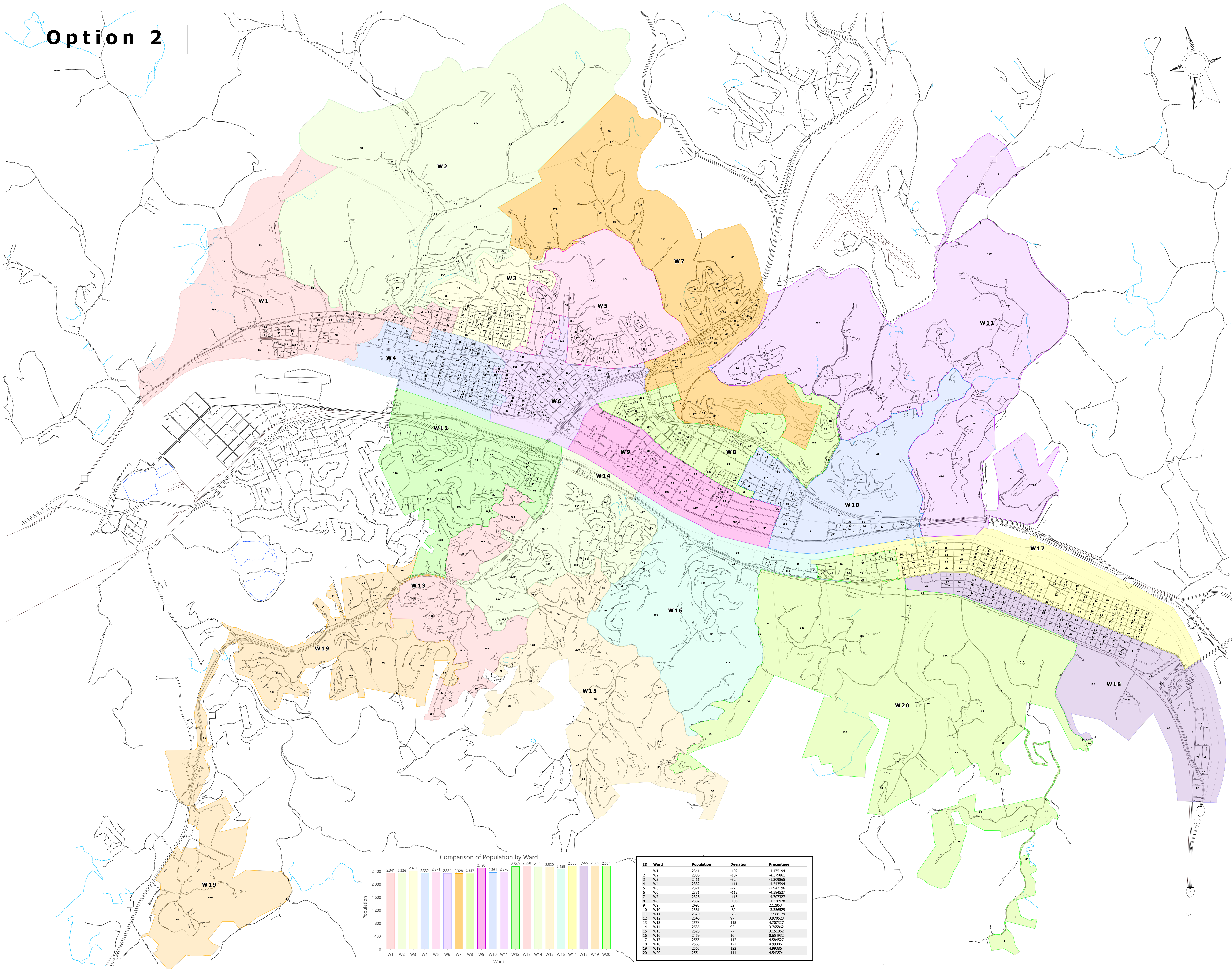
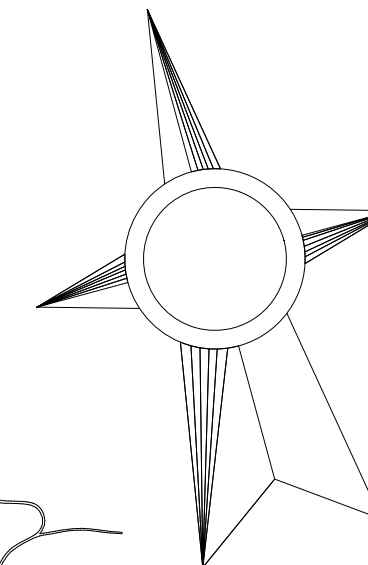
Ward 20

The region bounded and described as follows: Beginning at the point of intersection of South Ruffner Road and MacCorkle Avenue SE, and proceeding easterly along MacCorkle Avenue SE to 23rd Street SE, and proceeding easterly to the southeasternmost corner of 2020 Census Block with GeoID 540390015005024, and proceeding northerly along the eastern boundary of 2020 Census Block with GeoID 540390015005024 to its northeasternmost corner, and proceeding westerly along the northern boundary of 2020 Census Block with GeoID 540390015005024 to its northwesternmost corner, and proceeding southerly along the western boundary of 2020 Census Block with GeoID 540390015005024 to Cherokee Avenue, and proceeding westerly along Cherokee Avenue to 22nd Street SE, and proceeding northerly along 22nd Street SE to Kanawha Avenue, and proceeding westerly along Kanawha Avenue to the western boundary of 2020 Census Block with GeoID 540390015005012, and proceeding northerly along the western boundary of 2020 Census Block with GeoID 540390015005012 to the north bank of the Kanawha River, and proceeding easterly along the north bank of the Kanawha River and the straight line extension of 29th Street SE, and proceeding in a southerly direction along the straight line extension of 29th Street SE to Kanawha Avenue SE, and

proceeding easterly along Kanawha Avenue SE to 33rd Street SE, and proceeding southerly along 33rd Street SE to Kanawha Avenue SE, and proceeding westerly along Kanawha Avenue SE to 34th Street SE, and proceeding southerly on 34th Street SE to an Unnamed Alley between Virginia Avenue SE and Staunton Avenue SE, and proceeding easterly along said Unnamed Alley to 35th Street SE, and proceeding southerly along 35th Street SE to MacCorkle Avenue SE, and proceeding westerly along MacCorkle Avenue SE to South Park Road, and proceeding southerly along South Park Road to Chesapeake and Ohio Railway, and proceeding easterly along Chesapeake and Ohio Railway to 50th Street SE, and proceeding southerly along 50th Street SE to Chesterfield Avenue, and proceeding southeasterly along Chesterfield Avenue to Lower Donnally Road, and proceeding along Lower Donnally Road to the City Boundary, and proceeding westerly along the City Boundary to a point at the end of Shady Lane, and proceeding northerly along Shady Lane to South Ruffner Road, and proceeding northerly along South Ruffner Road to the point of beginning.



Option 2



Option 3

