



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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

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

AGENDA
FINANCE COMMITTEE MEETING
Monday, December 5, 2022
6:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 12-5-2022

II. RESOLUTIONS:

- a. Resolution No. 744-22 – That the Mayor or City Manager is authorized to submit a grant application to the Land and Water Conservation Fund in the amount of \$1.2 million to perform athletic field turf renovations to the North Charleston Community Center football field. The Mayor or City Manager is further authorized to commit the City to the 50% cash match grant requirement.
- b. Resolution No. 745-22 - A Resolution authorizing the acceptance of conservation easements from Graff-Lane Properties, LLC, on lands in the Quarry Creek development on the south side of the Kanawha River, for the purpose of preserving green spaces and enhancing the scenic backdrop to the State Capitol Building and the City of Charleston.

III. BILLS:

- a. Bill No. 7979 - A BILL to amend the Municipal Code relating to expanding the time period within which a person may claim a refund for overpayment of the City Service Fee.
- b. Bill No. 7981 - A BILL to amend the Municipal Code of the City of Charleston relating to expanding the ability of small businesses to obtain consent from the city collector to pay business and occupation taxes on an annual basis.

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., NOVEMBER 21, 2022
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., November 21, 2022.

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

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Ben Adams
Becky Ceperley
Mary Beth Hoover
Chad Robinson (arrived at 6:41; first vote was for Res. No. 738-22)

Absent:
Brent Burton

Other Councilmembers present:
Emmett Pepper

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the November 7, 2022 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

b. BDO Expense Update from the City Manager – City Manager, Jonathan Storage, submitted the following report. The full presentation is available <https://charlestonwv.civicclerk.com/Web/Player.aspx?id=1495&key=-1&mod=-1&mk=-1&nov=0>

Pursuant to Resolution No. 583-22, adopted January 3, 2022, please accept this writing as notice that the City has attained its first expense denomination of \$100,000 relating to the professional accounting services rendered by BDO USA, LLP, to the City of Charleston to ensure compliance with American Rescue Plan Act (“ARPA”) program directives. As of this writing, the City has expended \$108,022.30 for BDO’s services. I report that in the rendering of its services, BDO representatives have been prompt, informative, and professional; and I find that the company’s participation in the development of the City’s ARPA processes has added significant value in terms of programmatic efficiency and expertise.

Councilmember Adams confirmed with Storage that it is every \$100,000.

Councilmember Jenkins confirmed with Storage that the cap is \$500,000.

II. RESOLUTIONS:

- a. Resolution No. 737-22 – Authorizing the General Manager of the Charleston Coliseum & Convention Center to enter into a contract with Hooten Equipment Company in the amount of \$34,198.00 for the purchase and installation of a walk-in cooler, where the contract price was determined through a competitive bidding process.

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

That the General Manager of the Charleston Coliseum & Convention Center is authorized to enter into a contract with Hooten Equipment Company in the amount of \$34,198.00 for the purchase and installation of a walk-in cooler, where the contract price was determined through a competitive bidding process.

Storage added that there is currently no mass cold storage at the Convention Center, and all cold products must be transferred from the ground floor to the Concourse Concession Stand via freight elevator. A walk-in freezer on the Concourse level will significantly reduce labor and transport time, and will also permit an expansion of product variety options for customers.

Councilmember Jenkins confirmed that the City received one bid.

Councilmember Ceperley expressed concern that there seems to always be something needed to purchase for the Convention Center.

Councilmember Hoover added that, being on the Board, she has seen that OVG is figuring out how the facility can make more money with these types of upgrades. She added that the last purchase of grab-and-go coolers tripled sales.

Storage added that this has been the first year in possible ever that the facility has not had to draw down any subsidies at all during the first quarter of the fiscal year.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 737-22 approved.

- b. Resolution No. 738-22 – Whereas, the City’s Purchasing Director publicly solicited bids for the provision of E-10 gasoline and diesel fuel for a contract period not to exceed 2 years; and

Whereas, the City’s specifications indicated a preference for firm fixed pricing, with adjustable OPIS-based pricing an allowable alternative bidding option; and

Whereas, the Purchasing Director conducted a bid letting on November 15, 2022, during which the City received a single bid; and

Whereas, the lone bidder, which is the City’s current fuel vendor, rejected the City’s preference for firm fixed pricing and offered \$0.30 per gallon over OPIS prices; and

Whereas, the bidder’s price is 87.5% higher than the current statewide fuel contract following the same OPIS price-plus arrangement; and

Whereas, the City Manager confirmed that the fuel vendors listed on the statewide contract will honor its stated prices for the City of Charleston; and

Whereas, the statewide contract vendors are able and willing to supply the City with fuel meeting required specifications; and

Whereas, the City Manager has rejected the bid supplied by the lone bidder.

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

The Mayor or City Manager is authorized to utilize both existing and subsequently-state-approved competitively sourced statewide contracts for the purchase of fuel for the City’s various departments; provided, however, that the City Manager is directed to continually monitor market fuel prices and recommend alternative contractual arrangements to the City Council’s Finance Committee when he or she determines market changes warrant revisiting the matter.

Storage added that the City had put out a bid for fuel. Given the volatility of the market, vendors were reluctant to submit bids with fixed pricing, which is how the City has been budgeting for fuel for many years. The one bid that was received was for OPIS pricing plus \$.30. This is almost 87% percent above state price contracting. The Administration is recommending to reject the bid. Instead, the state pricing will be honored for the City. The resolution requires that the City Manager monitor the market for when a more competitive arrangement can be made.

Councilmember Adams confirmed with Storage that this is the most cost economical practice for the immediate future.

Councilmember Reishman moved to approve the resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 738-22 approved.

- c. Resolution No. 739-22 – Authorizing the Mayor or City Manager to enter into a contract with Galls LLC in the amount of \$32,400 for the purchase of body armor for 9 new CPD officers and to replace 31 sets of armor for existing CPD officers, where the price was determined through a competitively sourced state-wide contract.

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

That the Mayor or City Manager is authorized to enter into a contract with Galls LLC in the amount of \$32,400 for the purchase of body armor for 9 new CPD officers and to replace 31 sets of armor for existing CPD officers, where the price was determined through a competitively sourced state-wide contract.

Storage added that body armor is part of the standard uniform for all Charleston Police Officers. In addition to buying sets for new hires, existing sets are replaced every five years.

Councilmember Reishman moved to approve the resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 739-22 approved.

- d. Resolution No. 740-22 – Authorizing the Mayor or City Manager to enter into a contract with Motorola Solutions in an amount not to exceed \$652,515.00 over a five-year period for the provision of 180 police body-worn cameras.

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

That the Mayor or City Manager is authorized to enter into a contract with Motorola Solutions in an amount not to exceed \$652,515.00 over a five-year period for the provision of 180 police body-worn cameras, where the five-year cost will be subsidized, in part, with a \$180,000 federal grant; the contracted services include redaction, transcription, and unlimited cloud data storage; the equipment and software included in the service contract are compatible with existing CPD technology systems and equipment; and all 180 cameras will be replaced in the third year of the contract at no additional cost.

Storage added that the resolution will outfit all Police Officers with body-worn cameras as well as spare cameras to guarantee uninterrupted use. The five-year contract will be subsidized, in part, with a \$100,000 federal grant. After the first three years of the contract, all cameras will be replaced with new ones at no additional cost. The services include unlimited cloud data storage and compatibility with existing CPD systems.

Councilmember Reishman moved to approve the resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 740-22 approved.

- e. Resolution No. 741-22 – Authorizing the Mayor or City Manager to enter into a contract with RK Construction, Inc. in the amount of \$375,133.41 to construct pile and lagging wall installations along Staunton Road, Southpointe Drive, and Woodbine Avenue, where the contract price was determined through a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter into a contract with RK Construction, Inc. in the amount of \$375,133.41 to construct pile and lagging wall installations along Staunton Road, Southpointe Drive, and Woodbine Avenue, where the contract price was determined through a competitive bidding process.

Storage added that the contract will be to stabilize the listed roads.

Councilmember Reishman moved to approve the resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 741-22 approved.

- f. Resolution No. 742-22 – Authorizing the Mayor or City Manager to enter into a contract with ZMM Architects & Engineers in the amount of \$41,800 for the provision of design engineering and construction management services to replace the roof of the Public Works Department weld shop.

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

That the Mayor or City Manager is authorized to enter into a contract with ZMM Architects & Engineers in the amount of \$41,800 for the provision of design engineering and construction management services to replace the roof of the Public Works Department weld shop.

Storage added that recent inspections of the weld shop identified critical insufficiencies. He added that replacing the roof was cheaper than constructing a new building.

Councilmember Jenkins asked why there needed to be a design made first instead of directly replacing the roof. Storage replied that it is because this will be for a true structural roof replacement, as opposed to replacing tiles or shingles. He added that when the structure was first built, the joints were undersize for the size of the roof.

Councilmember Ceperley confirmed with Storage that the intent is to continue to use that structure as a functional building for at least the next twenty years.

Councilmember Reishman moved to approve the resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 742-22 approved.

Councilmember Reishman motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 744-22

Introduced in Council:

Adopted by Council:

December 5, 2022

Introduced by:

Referred to:

Joseph Jenkins and Larry Moore

Finance

1 Resolution No. 744-22 - Whereas, the Land and Water Conservation Fund ("LWCF") was
2 established by Congress in 1964 to fulfill a bipartisan commitment to safeguard natural areas,
3 water resources, and cultural heritage, as well as to provide recreation opportunities to all
4 Americans;

5
6 Whereas, the LWCF is a state and federal partnership program benefiting the State of West
7 Virginia and its political subdivisions;

8
9 Whereas, the funding for the program is provided through congressional appropriations to the
10 State & Local Assistance Programs Divisions of the National Park Service;

11
12 Whereas, the LWCF program provides matching grants to states for planning, acquiring,
13 developing, or renovating state and local parks;

14
15 Whereas, the LCWF grant program may be used to renovate athletic fields, including installing
16 synthetic turf;

17
18 Whereas, the City maintains numerous athletic fields that are frequently used by community
19 groups, City Parks & Recreation Department programs, little league organizations, and more;

20
21 Whereas, the City's Administration has identified the North Charleston Community Center
22 football field as a suitable candidate for renovation through turf replacement with the
23 assistance of federal grant funds;

24
25 Whereas, the estimated cost of turf replacement project is approximately \$1.2 million;

26
27 Whereas, the LCWF requires applicants to submit a 50% cash match for any awarded funds; and

28
29 Whereas, the Council finds that proceeding with the grant application, including committing to
30 the 50% cash match requirement, is in the best interests of the City and its residents

31
32 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:
33

1 That the Mayor or City Manager is authorized to submit a grant application to the Land and
2 Water Conservation Fund in the amount of \$1.2 million to perform athletic field turf
3 renovations to the North Charleston Community Center football field. The Mayor or City
4 Manager is further authorized to commit the City to the 50% cash match grant requirement.



Date: September 8th, 2022

PROPOSAL FOR CITY OF CHARLESTON – VERSION 1

NORTH CHARLESTON MULTI-USE FIELD

Turf Alliance is pleased to provide the following:

Project Jonathan Storage City Manager City of Charleston 501 Virginia Street East Charleston, West Virginia, USA 25301 Phone: 304-348-8014 Email: Jonathan.storage@cityofcharleston.org	CITY OF CHARLESTON North Charleston Multi-Use Field 2009 7th Avenue Charleston, West Virginia, USA 25387
Project Details	TACOC-10 – City of Charleston North Charleston Multi-Use Field
Scope of Work Details	Project Budget Breakdown: (100,586 SF Required) X \$ 563,281.60 - A – Construction SOW X \$ 523,851.89 - B – Turf SOW X \$ <u>106,400.00</u> - C – Field Specific SOW * X \$ <u>1,193,533.49</u> - TOTAL * Field Specific Scope of Work – is to be discussed – this cost will be defined by the Sports incorporated – Football / Soccer / Baseball / Lacrosse / Rugby / Field Hockey
Price Per SourceWell Contract #031622-TNA	\$ 1,193,533.49 - USD Any and All Applicable Taxes are Extra (if applicable) All Prices are in USD



TURF ALLIANCE, LLC.

3698 Falling Springs Road, Bonnieville, Kentucky, 42713

Turfalliance.com

800.467.0000





Product Details

Turf Nation, a proven manufacturer of professional quality and premium performance synthetic turf systems, including the **Turf Nation S5** turf system (existing Superdome relocated surface) with the following properties:

Pile Height: 2 ½ inches
Face Weight: 51 oz. – 85oz Total Weight
Infill: 70% Rubber / 30% Rubber
Primary Backing System: Titanium Shield
Balanced Matrix Fiber Spacing and TRUE C8 Resin Fiber

Project Summary

Turf Alliance proposes to install the existing S5 professional grade surface (existing Superdome relocated surface) as outlined in the Detailed Drawings Set (Appendix A) attached. The S5 surface features TRUE-C8 resin fiber, Balanced Matrix and Titanium Shield Backing System as detailed in the attached Product Data Sheet (PDS).

Appendix A – Detailed Drawing Set
Appendix B – Product Data Sheet

Price Includes

The pricing incorporates the options as detailed and selected below:

X \$ 563,281.60 - A – Construction SOW
X \$ 523,851.89 - B – Turf SOW
X \$ 106,400.00 - C – Field Specific SOW *
X \$ 1,193,533.49 - TOTAL

* Field Specific Scope of Work – is to be discussed – this cost will be defined by the Sports incorporated – Football / Soccer / Baseball / Lacrosse / Rugby / Field Hockey



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Price does not Include

Any aspects not specifically listed in the Scope of Work as summarized above. A list of specifically excluded aspects is listed below, but not meant to be limited to:

- A. Any applicable prevailing wages, union, permits, fees, licensed, bonds or bonding costs
- B. Any addition field markings, lettering or logos not found on the detailed drawing set and listed/selected specifically above.
- C. Any additional sports related equipment – TBD
- D. External design and engineering services
- E. Site security, fencing, lighting and/or site protection

Price Guarantee

Pricing valid and guaranteed for 10 days from date of proposal. All pricing is based upon the current costs of materials and Turf Alliance standard-time labor rates at time of issuance. If in the event prices for raw materials, freight or other manufacturing costs or taxes increase the price will be adjusted to reflect these changes.

Payment

Payment consistent with previous contract – progress draw structure.

Taxes

Any and all applicable/associated taxes (if applicable) will be extra.

Team Contacts

Mark Nicholls-Project Manager	markn@turfalliance.com	905-327-5501
Mike Merrick – Director of Business Development	mikem@turfalliance.com	289-687-8873
Rachael Baumgardner – Director of Brand Development	rachaelb@turfalliance.com	270-404-2603
Ralph Buerger-Director of Administration	ralphb@turfalliance.com	905-941-5504



TURF ALLIANCE, LLC.

3698 Falling Springs Road, Bonnieville, Kentucky, 42713

Turfalliance.com

800.467.0000





Signatures

City of Charleston

Turf Alliance, LLC.

Print Name:_____

Print Name: Mark Nicholls

Date:_____

Date:_____



TURF ALLIANCE, LLC.

3698 Falling Springs Road, Bonnieville, Kentucky, 42713

Turfalliance.com

800.467.0000



Resolution No. 745-22

Introduced in Council:

Adopted by Council:

December 5, 2022

Introduced by:

Referred to:

Chad Robinson, Becky Ceperley, Bruce King,
Joseph Jenkins, Brent Burton, Bobby Reishman
And Courtney Persinger

Finance

1 Resolution No. 745-22 - A Resolution authorizing the acceptance of conservation easements
2 from Graff-Lane Properties, LLC, on lands in the Quarry Creek development on the south side of
3 the Kanawha River (the "Conservation Property"), for the purpose of preserving green spaces
4 and enhancing the scenic backdrop to the State Capitol Building and the City of Charleston.

5
6 WHEREAS, F.T. Graff Jr., J. Thomas Lane, their company, Graff-Lane Properties, LLC, and
7 predecessor companies, have previously imposed conservation easements on their mountain
8 properties extending from Mission Hollow on the east to South Ruffner on the west and
9 providing a scenic backdrop for the State Capitol and City of Charleston and the proposed
10 conservation easements will enhance and supplement the green spaces and scenic property
11 currently existing in the Quarry Creek development; and

12
13 WHEREAS, the State of West Virginia through the Conservation and Preservation Easements
14 Act, W. Va. Code, Chapter 20, Article 12, recognizes the importance and public benefit of
15 conservation easements to protect the natural and scenic resources of the State of West
16 Virginia, and has allowed that such easements may be accepted by municipalities; and

17
18 WHEREAS, the Charleston Land Reuse Agency, and formerly the Charleston Land Trust, as
19 agencies of the City of Charleston were created by ordinance, and are charged with managing
20 and maintaining "public trust lands" for preservation of green space and woodlands, and
21 promoting the preservation of scenic green space areas; and

22
23 WHEREAS, the Charleston Land Reuse Agency has identified the protection of the Conservation
24 Property as desirable to preserve the wooded setting of the Conservation Property in the
25 Quarry Creek development and has recommended that this Resolution be adopted and that the
26 City of Charleston accept the easements;

27
28 THEREFORE, Be It Resolved By The Council Of The City Of Charleston, West Virginia that:

29
30 Subject to review, revision and approval of the deeds by the City Attorney, the acceptance of
31 the Deeds for Conservation Easement from Graff-Lane Properties, LLC, is hereby authorized.

DEED FOR CONSERVATION EASEMENT

THIS Deed for Conservation Easement (“Conservation Deed”) made as of the 25th day of December 2022, by and between and **GRAFF-LANE PROPERTIES, LLC**, a West Virginia limited liability company, hereinafter referred to as “Grantor”, and the **CITY OF CHARLESTON**, hereinafter referred to as “Grantee”;

RECITALS:

WHEREAS, Grantor is the owner of property on the south side of the Kanawha River now known as Quarry Creek, extending from Lick Branch and South Ruffner Road on the west to Mission Hollow and South Park Road on the east in the City of Charleston, Kanawha County, West Virginia; and

WHEREAS, Grantor’s property provides the backdrop and vista for the State Capitol of the State of West Virginia, the downtown area of the City of Charleston and travelers along the Kanawha River and the interstate and other highways through the City of Charleston; and

WHEREAS, Grantor, and its predecessor companies, Graff-Lane Development, Inc., and Graff-Lane Properties, Inc. in developing Quarry Creek imposed protective covenants, restrictions and reservations, by a document dated July 20, 1992, and of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 2299, page 57 (herein, as amended, supplemented and clarified, the “Protective Covenants”) which restrict the use of the property and limit clearing of trees; and

WHEREAS, in addition to the Protective Covenants, Grantor, its owners and its predecessor companies have conveyed to the State and to the Grantee conservation easements on those portions of their property facing the State Capitol and the City and on the old quarry area at the entrance to Quarry Creek and these conservation easements serve to conserve and preserve the wooded areas, natural setting and certain landscaped areas; and

WHEREAS, Grantor wishes to impose a conservation easement on additional properties to continue and expand the scenic easement created and to preserve the wooded and natural setting; and

WHEREAS, the “Conservation and Preservation Easements Act,” West Virginia Code, Chapter 20, Article 12, recognizes the importance and significant public benefit of conservation and preservation easements to protect the natural, historic, open space and scenic resources of the State of West Virginia; and

WHEREAS, the City of Charleston created Charleston Land Reuse Agency and previously the Charleston Land Trust for the purpose of acquiring conservation easements within the City of Charleston which conserve and preserve green spaces and enhance the beauty of the City of Charleston.

NOW, THEREFORE, For valuable consideration and to fulfill the purpose of creating and preserving green spaces and scenic resources and to add to the scenic easements currently existing in Quarry Creek, Grantor does hereby impose upon and does grant to Grantee an easement in perpetuity, as hereinafter described, upon those certain tracts of land situate in the City of Charleston, Charleston South Annex Tax District, Kanawha County, West Virginia, as follows:

Tract 115: Being described as Tract 115, Phase V of QUARRY CREEK, and containing 1.3 acres more or less, as shown and described on that certain map titled: “Quarry Creek Phase V Tracts 103 Through 119”, of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Map Book 65, page 69; and being the same property conveyed to Grantor by Jay Folse, dated August 19, 2022, and of record in said Clerk’s Office in Deed Book 3140, page 682.

Tract 113: Being described as Tract 113, Phase V of QUARRY CREEK, and containing 1.5 acres more or less, as shown and described on that certain map titled: “Quarry Creek Phase V Tracts 103 Through 119”, of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Map Book 65, page 69; and being the same property conveyed to Grantor by Graff-Lane Properties, LLC, a Delaware limited liability company, in a Confirmatory Deed, dated November 5, 2014, and of record in said Clerk’s Office in Deed Book 2929, page 37.

Tract 104: Being described as Tract 104, Phase V of QUARRY CREEK, and containing 1.9 acres more or less, as shown and described on that certain map titled: “Quarry Creek Phase V Tracts 103 Through 119”, of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Map Book 65, page 69; and being the same property conveyed to Grantor by Graff-Lane Properties, LLC, a Delaware limited liability company, in a Confirmatory Deed, dated November 5, 2014, and of record in said Clerk’s Office in Deed Book 2929, page 37.

Tract 100: Being described as Tract 100, Phase IV of QUARRY CREEK, and containing 1.11 acres more or less, as shown and described on that certain map titled: “Map Showing Phase IV of Quarry Creek”, of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Map Book 62, page 94; and being the same property conveyed to Grantor by G. Russell Rollyson, Jr., Deputy Commissioner of Delinquent and Nonentered Lands of Kanawha County by deed dated _____, 2022, and of record in said Clerk’s Office in Deed Book ____, page ____,

The easement hereby conveyed is for the exclusive purpose of conserving and persevering the land in its natural wooded condition and for such conservation purpose, there is hereby prohibited any construction of buildings, timber clearing, any excavation and any other activity or use which is inconsistent with the conservation purpose of this easement, except only that a single family residence built on an adjacent tract in Quarry Creek may encroach on said Tract 115, a driveway from Quarry Ridge South may be constructed and used to serve such residence on the adjacent property, grass cutting and landscaping may be enhanced and maintained along roads and intersections and there may be such minor clearing as may be permitted by the Protective Covenants.

Grantor reserves the right to maintain all utilities and to construct new utility lines, and easements therefor, including without limitation, water, electric, gas, sewer, telephone, cable, communication, internet and any other lines and services, as necessary to serve Quarry Creek and any tracts in Quarry Creek, to maintain drains and stormwater control facilities, to construct and maintain nature trails, to have the independent right to enforce the prohibitions of this easement, to landscape and beautify the land affected by this easement, to enhance and maintain landscaping

and grass berms along roads and intersections, to construct, replace and maintain street lights and to cut, trim and plant trees and other plants. Grantor specifically acknowledges that it reserves the duty to maintain the properties in a manner consistent with the City of Charleston Building Code and that this Conservation Deed does not place any duty upon the City of Charleston to maintain the properties. The rights reserved by the Grantor must be exercised in a manner consistent with the conversation purpose of this easement and the Protective Covenants.

Grantee shall have the right to enter the easement property at reasonable times for the purpose of inspecting the property to determine if there is compliance with the terms of this donation. Grantee shall also have the right to enforce the conservation easement by appropriate legal proceedings, including, but not limited to, the right to require the restoration of the property to its condition at the time of this Deed for Conservation Easement.

This conveyance is made subject to all restrictions, easements, out-conveyances, gas, electric, sewer, water, telephone, cable and other communication and utility lines and any and all other lines, easements, liens or encumbrances which may exist with respect to the property, whether or not an instrument may appear of record therefor and to any limitations in Grantor's title. In addition, Grantor reserves all minerals and the right to use the subsurface of the property for the development of any minerals.

This conveyance is made to the City of Charleston and, accordingly, is exempt from the transfer tax imposed upon the privilege of transferring an interest in real estate.

IN WITNESS WHEREOF, Grantor has caused this Deed for Conservation Easement to be executed by a member who is duly authorized.

GRAFF-LANE PROPERTIES, LLC, a West Virginia limited liability company

By: _____
J. Thomas Lane
Its: Member

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

I, _____, a Notary Public in and for the State and County aforesaid, do certify that J. Thomas Lane, who signed the writing above, bearing date the 25th day of December, 2022, as a Member of the **GRAFF-LANE PROPERTIES, LLC**, a West Virginia limited liability company, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said limited liability company.

Given under my hand this _____ day of December, 2022.

My commission expires _____.

Notary Public

[NOTARY SEAL]

This instrument prepared by:
Scott Barnette, Esq.
Bowles Rice LLP
Post Office Box 1386
Charleston, West Virginia 25325-1386

Bill No. 7979

Introduced in Council:

November 21, 2022

Adopted by Council:

Introduced by:

Sam Minardi

Referred to:

Finance

Bill No. 7979 - A BILL to amend and reenact Sec. 2-743 of the Municipal Code of the City of Charleston, as amended, relating to expanding the time period within which a person may claim a refund for overpayment of the City Service Fee.

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

That Sec. 2-743 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

Sec. 2-743. - Protest; administrative decision; appeal.

(a) Anyone who has paid the fee imposed by this article shall file a claim for refund no later than ~~30 days~~ three years after the fee is paid over to the city by written notice of such claim with the city collector setting forth with particularity all objections thereto. The burden of proof shall be upon the aggrieved party to show that the fee was paid and is incorrect and contrary to law, in whole or in part. The city collector shall review the refund claim and provide for any necessary hearing, render a decision on the claim and forthwith either notify the protesting party of such decision in writing or direct that a refund be issued, all within a reasonable time. Said decision shall be issued by certified mail, return receipt requested.

(b) If aggrieved by the decision of the city collector, the protesting party may appeal the decision of the city collector to the Circuit Court of Kanawha County within 30 days after service of the city collector's decision.

(1) The appeal shall be taken by the filing of a petition and notice, which petition and notice shall be served upon or accepted by the city collector as an original notice. When the petition and notice is so served it shall, with the return or acceptance thereon, be filed in the Office of the Clerk of the Kanawha County Circuit Court and docketed as other cases, with the aggrieved party as plaintiff and the city collector as defendant.

(2) The filing of the appeal shall not stay the collection of the fee unless the plaintiff shall file with such clerk a bond for the use of the defendant, with sureties approved by the Clerk of the Circuit Court of Kanawha County, the penalty of the bond to be not less than the total amount of the fee, and accumulated penalties to the date of the appeal, and conditioned that the plaintiff shall perform the orders of the Kanawha County Circuit Court; provided, that the judge of the Kanawha County Circuit Court may

36 stay the collection of the fee, and accumulated penalties without the requirement of a
37 bond, upon a proper showing by the plaintiff that the properties of the plaintiff are
38 sufficient to secure performance of the Kanawha County Circuit Court's orders or that
39 the ends of justice will be served thereby.

40 (3) The Kanawha County Circuit Court shall hear the appeal and determine anew
41 all questions submitted to it on appeal from the decision of the city collector. In such
42 appeal a certified copy of the city collector's fee assessment shall be admissible and
43 shall constitute prima facie evidence of the fee due under the provisions of this article.
44

45 (c) The administrative remedies set forth in this section are exclusive. Failure to
46 timely file a refund claim in accordance with this section shall preclude any right to
47 refund with respect to any fee paid to the city prior to the claim. If no appeal is taken
48 pursuant to this section within 30 days after service of the city collector's decision, said
49 decision shall become final and conclusive and not subject to administrative or judicial
50 review. The amount of the fee and accumulated penalties, if any, due the city under
51 such decision shall be due and payable on the day following the date upon which such
52 decision becomes final.
53

Bill No. 7981

Introduced in Council:

November 21, 2022

Adopted by Council:

Introduced by:

**Emmett Pepper, Keeley Steele
And Naomi Bays**

Referred to:

Finance

Bill No. 7981 - A BILL to amend and reenact Section 110-145 of the Municipal Code of the City of Charleston, as amended, relating to expanding the ability of small businesses to obtain consent from the city collector to pay business and occupation taxes on an annual basis.

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

That Section 110-145 of the Municipal Code of the City of Charleston, as amended, to read as follows:

CHAPTER 110 – TAXATION.

ARTICLE II. – BUSINESS AND OCCUPATION TAX.

DIVISION 3. – PAYMENTS, RETURNS, AND RECORDS.

Sec. 110-145. – Interest and penalties.

(a) The tax imposed by this article shall be in addition to all other licenses and taxes levied by law as a condition precedent to engaging in any business, trade, calling or activity. A person exercising a privilege taxable under this article, subject to the payment of all licenses and charges which are a condition precedent to exercising the privilege tax, may exercise the privilege for the current tax year upon the condition that he they shall pay the tax accruing under this article.

(b) *Computation of tax.*

(1) The taxes levied hereunder shall be due and payable in quarterly installments on or before the expiration of one month from the end of the quarter in which they accrue, except as otherwise provided in this subsection. The taxpayer shall, within one month from the expiration of each quarter, make a return reporting the tax for which he/she is liable for such quarter; sign it and mail it, together with any remittance due, in the form required by section 110-82 of the amount of the tax to the office of the city collector. In reporting and remitting the amount of the tax due for each quarter, the taxpayer may deduct one-fourth of the total exemption allowed for the year. When the total tax for which any person is liable under this article does not exceed the sum of ~~\$200.00~~ \$2,500.00 in any year, the taxpayer may pay the tax quarterly as aforesaid or, with the consent in writing of the city collector in the manner prescribed by regulations promulgated pursuant hereto, on an annual basis at the end of the month next following

36 the close of the tax year.

37 (2) The city collector, if ~~he deems~~ they deem it necessary, based upon past
38 experience with a taxpayer, based on the past practices of a taxpayer, based on the
39 financial condition of the taxpayer, or based on the size of the contract, in order to
40 insure payment of the taxes levied hereunder, may require return and payment under
41 this section for other than quarterly periods. Furthermore, if the city collector deems it
42 necessary to insure payment of the business and occupation tax, ~~he~~ they may require a
43 deposit to be paid by the taxpayer prior to when the taxes accrue and are otherwise
44 payable. The amount of the deposit shall be determined and/or based upon the
45 taxpayer's projected gross income or gross proceeds of sale for the applicable tax
46 period. This deposit shall be paid to the office of the city collector, at a date and time,
47 and in a manner determined by the city collector.

48 (3) Every contractor whose principal business location is outside of the city, shall
49 register with the city collector prior to engaging in the performance of a contract in this
50 city, and the city collector, if ~~he~~ they deems it necessary, based on the past experience
51 with a taxpayer, based on the past practices of a taxpayer, based on the financial
52 condition of the taxpayer, or based on the size of the contract, in order to insure
53 payment of the taxes levied hereunder, may also require the following:

54 (A) At the time of registration, each contractor shall deposit with the city collector
55 six percent of the amount the contractor is to receive for the performance of the contract,
56 which sum shall be held within a contractor's use tax fund pending the completion of the
57 contract.

58 (B) In lieu of the six percent deposit, each contractor may request the approval of
59 the city collector to provide, in the alternative, a corporate surety bond to be approved
60 by the city collector as to form, sufficiency, value, amount, stability, and other features
61 necessary to provide a guarantee of payment of the tax due the city.
62