

CHARLESTON CITY COUNCIL

Regular Meeting

July 7, 2025

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 HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 7-7-2025

PROCLAMATIONS

1. 7-7-2025

COMMUNICATIONS

1. 7-7-2025

PUBLIC HEARINGS

1. Bill No. 8056 - Authorizing the design, acquisition and construction of certain extensions, additions, betterments and improvements to the existing sewerage system of The City of Charleston; authorizing the issuance of not more than \$30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds.
2. Bill No. 8057 - A Bill with respect to approving the Magazine Branch Sanitary Sewer Replacement and Rehabilitation Project.

3. Resolution No. 25-055 - A Resolution authorizing the design, acquisition and construction of certain extensions, additions, betterments and improvements to the existing sewerage system of The City of Charleston; authorizing the issuance of not more than \$30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds.
4. Resolution No. 25-056 - Authorizing the Mayor to enter into a Lease Agreement with Star USA Federal Credit Union for the right of way on the north side of Cantley Drive.

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 25-055 - A Resolution authorizing the design, acquisition and construction of certain extensions, additions, betterments and improvements to the existing sewerage system of The City of Charleston; authorizing the issuance of not more than \$30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds.
2. Resolution No. 25-056 - Authorizing the Mayor to enter into a Lease Agreement with Star USA Federal Credit Union for the right of way on the north side of Cantley Drive.
3. Resolution No. 25-057 - Authorizing the Mayor or City Manager to grant permanent easements from the City to the Charleston Sanitary Board and to enter into an Agreement for the re-routing of a 24-inch sewer main pipe in order to accommodate renovations to Charleston Fire Department Station No. 4.
4. Resolution No. 25-058 - Authorizing the Mayor or City Manager to enter into a contract with Claxton & Sons to purchase various classes of Portland Cement on an as-needed basis.
5. Resolution No. 25-059 - Authorizing the Mayor or City Manager to enter into a contract with Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone.
6. Resolution No. 25-060 - Authorizing the Mayor or City Manager to enter into an agreement with American Asphalt of West Virginia, LLC., to purchase asphalt.
7. Resolution No. 25-061 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with other participating agencies comprising the Metro Drug Enforcement Network.
8. Resolution No. 25-062 - Authorizing the Mayor or City Manager to purchase office furniture, supplies, and equipment for the CARE Office from Stationers, Inc., where the funding is provided by a CIT grant intended for the purchase of such supplies.
9. Resolution No. 25-063 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the United Way of Central West Virginia, Inc. relating to the administration and distribution of opioid settlement funds to local public entities.
10. Resolution No. 25-064 - Authorizing the Mayor or City Manager to enter into a one-year contract with West Virginia Demolition, Inc. for emergency call out fees and demolition services.
11. Bill No. 8057 - A Bill with respect to approving the Magazine Branch Sanitary Sewer Replacement and Rehabilitation Project.

REPORTS OF OFFICERS

1. 7-7-2025

NEW BILLS

1. 7-7-2025

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE JULY 21, 2025 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 7-2-2025

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

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THE CITY OF CHARLESTON

SEWERAGE SYSTEM
BOND SUPPLEMENTAL ORDINANCE

BILL NO. 8056

THE CITY OF CHARLESTON
SEWERAGE SYSTEM
BOND SUPPLEMENTAL ORDINANCE

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1 **Bill No. 8056**

2
3
4 Introduced in Council:

Passed by Council:

5
6 **June 2, 2025**

7
8 Introduced by:

Referred to:

9
10 **Joseph Jenkins**

Finance

11
12
13 **Bill No. 8056** - A Bill supplementing Ordinance No. 4423 passed by the Council of The City of
14 Charleston, West Virginia, on March 6, 1989, as supplemented by Ordinance No. 4506 passed by
15 the Council on November 6, 1989, by Ordinance No. 4954 passed by the Council on May 3, 1993,
16 by Ordinance No. 6276 passed by the Council on September 3, 1996, by Ordinance No. 6349
17 passed by the Council on June 2, 1997, by Ordinance No. 6532 passed by the Council on
18 November 16, 1998, by Ordinance No. 6544 passed by the Council on February 1, 1999, by
19 Ordinance No. 6670 passed by the Council on February 5, 2001, by Ordinance No. 6777 passed
20 by the Council on March 19, 2001, by Ordinance No. 6948 passed by the Council on November
21 4, 2002, by Ordinance No. 6977 passed by the Council on May 19, 2003, by Ordinance No. 7132
22 passed by the Council on March 7, 2005, by Ordinance No. 7490 passed by the Council on
23 September 6, 2011, by Ordinance No. 7560 passed by the Council on February 19, 2013; by
24 Ordinance No. 7680 passed by the Council on February 16, 2016; and by Ordinance No. 7866
25 passed by the Council on February 18, 2020, authorizing the design, acquisition and construction
26 of certain extensions, additions, betterments and improvements to the existing sewerage system of
27 The City of Charleston; authorizing the issuance of not more than \$30,000,000 in aggregate
28 principal amount of Sewerage System Revenue Bonds, in one or more series as designated in the
29 supplemental resolutions, of The City of Charleston, the proceeds of which, shall be used, along
30 with other funds and moneys of, or available to, The City of Charleston which may be lawfully
31 expended for such purposes, to permanently finance the cost of such design, acquisition and
32 construction, to fund reserve accounts for such bonds and to pay other costs in connection
33 therewith; providing for the rights and remedies of and security for the registered owners of such
34 bonds; and adopting other provisions related thereto.

35
36 **Be It Ordained by the Council of The City of Charleston, West Virginia:**

1 ARTICLE I
2 STATUTORY AUTHORITY, DEFINITIONS AND FINDINGS
3

4 Section 1.01. Authority of this Ordinance. This Ordinance is enacted pursuant to
5 the provisions of Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the
6 “Act”), and other applicable provisions of law, and as a supplement to Ordinance No. 4423 passed
7 by the Council of The City of Charleston (the “Council”) on March 6, 1989, as supplemented by
8 Ordinance No. 4506 passed by the Council on November 6, 1989, by Ordinance No. 4954 passed
9 by the Council on May 3, 1993, by Ordinance No. 6276 passed by the Council on September 3,
10 1996, by Ordinance No. 6349, passed by the Council on June 2, 1997, and by Ordinance No. 6532
11 passed by the Council on November 16, 1998, by Ordinance No. 6544 passed by the Council on
12 February 1, 1999, by Ordinance No. 6670 passed by the Council on February 5, 2001, by
13 Ordinance No. 6777 passed by the Council on March 19, 2001, by Ordinance No. 6948 passed by
14 the Council on November 4, 2002, by Ordinance No. 6977 passed by the Council on May 19,
15 2003, by Ordinance No. 7132 passed by the Council on March 7, 2005, by Ordinance No. 7490
16 passed by the Council on September 6, 2011, by Ordinance No. 7560 passed by the Council on
17 February 19, 2013, by Ordinance No. 7680 passed by the Council on February 16, 2016, and by
18 Ordinance No. 7866 passed by Council on February 18, 2020 (collectively, the “Prior
19 Ordinances”).
20

21 Section 1.02. Findings. It is hereby found, determined and declared as follows:
22

23 A. The City of Charleston, West Virginia (the “City” or the “Issuer”), now
24 owns a sewerage system (the existing system, the Project, as hereinafter defined and any additions,
25 extensions, and improvements thereto is hereinafter, the “System”), both within and without the
26 corporate limits of the City, consisting of a sewage treatment plant or plants and its collecting,
27 intercepting and outlet sewers, lateral sewers, drains, force mains, conduits, pumping stations and
28 ejector stations and all other appurtenances, extensions, improvements and betterments necessary,
29 appropriate, useful, convenient or incidental for the collection, treatment, purification and disposal
30 in a sanitary manner of liquid and solid waste, sewage and industrial waste.
31

32 B. In accordance with Section 2 of the Act, the System is under the supervision
33 and control of the Sanitary Board of the City (the “Sanitary Board”).
34

35 C. The Sanitary Board has presented a petition to the City for the design,
36 acquisition and construction of certain extensions, additions, betterments and improvements to the
37 System (the “Project”) as more fully described on Exhibit A, the enactment of this Ordinance and
38 the issuance of the sewerage system revenue bonds (whether one or more series, the “Series 2025
39 Bonds”) to pay the cost of the Project.
40

41 D. The estimated maximum cost of design, acquisition and construction of the
42 Project is not to exceed \$30,000,000 (including all financing related costs), which will be obtained
43 from the proceeds of the Series 2025 Bonds herein authorized, from funds held in the Sanitary
44 Board’s Renewal and Replacement Fund and any other available funds.
45

E. The acquisition and construction of the System were financed or refinanced with proceeds of certain obligations of the City, which obligations are designated and have lien positions as follows:

	<u>Designation</u>	<u>Lien Position</u>
1.	\$1,912,194 Sewer Revenue Bonds, Series 1989 A, dated March 21, 1989 (the "Series 1989 A Bonds").	First Lien
2.	\$829,856 Sewer Revenue Bonds, Series 1989 C, dated November 21, 1989 (the "Series 1989 C Bonds").	First Lien
3.	\$686,229 Sewerage System Revenue Bonds, 1999 Series A, dated June 22, 1999 (the "Series 1999 A Bonds").	First Lien
4.	\$823,741 Sewerage System Revenue Bonds, 2001 Series B, dated May 22, 2001 (the "Series 2001 B Bonds").	First Lien
5.	\$36,617,310 Sewerage System Revenue Bonds, Series 2005 A, dated May 5, 2005 (the "Series 2005 A Bonds").	First Lien
6.	\$9,000,000 Sewerage System Revenue Bonds, Series 2008 A, dated June 26, 2008 (the "Series 2008 A Bonds").	First Lien
7.	\$25,877,009 Sewerage System Revenue Bonds, Series 2011 A, dated December 13, 2011 (the "Series 2011 A Bonds").	First Lien
8.	\$11,613,300 Sewerage System Revenue Bonds, Series 2013 A, dated March 27, 2013 (the "Series 2013 A Bonds").	First Lien
9.	\$13,145,000 Sewerage System Revenue Bonds, Series 2016 A, dated September 22, 2016 (the "Series 2016 A Bonds").	First Lien
10.	\$12,859,975 Sewerage System Revenue Bonds, Series 2020 A, dated May 7, 2020 (the "Series 2020 A Bonds").	First Lien

- 1
2 11. \$283,458 Supplemental Sewer Revenue Second Lien
3 Bonds, Series 1989 B, dated March 21, 1989
4 (the "Series 1989 B Bonds").
5
6 12. \$123,015 Supplemental Sewer Revenue Second Lien
7 Bonds, Series 1989 D, dated November 21, 1989
8 (the "Series 1989 D Bonds").
9
10 13. \$132,072 Sewerage System Revenue Bonds, Second Lien
11 1999 Series B, dated June 22, 1999
12 (the "Series 1999 B Bonds").
13
14 14. \$30,492 Sewerage System Revenue Bonds, Second Lien
15 2001 Series C, dated May 22, 2001
16 (the "Series 2001 C Bonds").
17
18 15. \$1,822,690 Sewerage System Revenue Bonds, Second Lien
19 Series 2005 B-1, dated May 5, 2005
20 (the "Series 2005 B-1 Bonds").
21

22 The Series 1989 A Bonds, the Series 1989 C Bonds, the Series 1998 A Bonds, the
23 Series 1999 A Bonds, the Series 2001 B Bonds, the Series 2005 A Bonds, the Series 2008 A Bonds,
24 the Series 2011 A Bonds, the Series 2013 A Bonds, the Series 2016 A Bonds and the Series 2020
25 A Bonds are collectively referred to as the "First Lien Bonds." The Series 1989 B Bonds, the
26 Series 1989 D Bonds, the Series 1999 B Bonds, the Series 2001 C Bonds, and the Series 2005 B-
27 1 Bonds are collectively referred to as the "Second Lien Bonds," which are subordinate and junior
28 to the First Lien Bonds and the Series 2025 Bonds. The First Lien Bonds and the Second Lien
29 Bonds are collectively referred to as the "Prior Bonds."
30

31 F. The City derives revenues from the System, and, except for the pledges
32 thereof to secure and pay the Prior Bonds, said revenues are not pledged or encumbered in any
33 manner.
34

35 G. It is necessary and essential to design, acquire and construct the Project, in
36 multiple phases generally described on Exhibit A hereto and incorporated herein by reference, in
37 order to preserve the public health, to be financed through the issuance of the Series 2025 Bonds,
38 in one or more series, in the aggregate principal amount not to exceed \$30,000,000 along with
39 funds held in the Sanitary Board's Renewal and Replacement Fund (including financing costs).
40 The period of usefulness of the System after completion of the Project is not less than 40 years.
41

42 H. The estimated revenues to be derived in each year after the enactment of
43 this Ordinance from the operation of the System will be sufficient to pay all Operating Expenses
44 of the System, the principal of and interest on the Prior Bonds and the Series 2025 Bonds and all
45 funds and accounts and other payments provided for in this Ordinance and the Prior Ordinances.
46

1 I. The Series 2025 Bonds and the Certificate of Authentication and
2 Registration to be endorsed thereon are to be in substantially the form set forth in a Supplemental
3 Resolution or as deemed necessary by the Registrar or the City.
4

5 J. All things necessary to make the Series 2025 Bonds, when authenticated by
6 the Registrar and issued as in this Ordinance and the Supplemental Resolution provided, the valid,
7 binding and legal special obligations of the City according to the import thereof, and to validly
8 pledge and assign those funds pledged hereby to the payment of the principal of and interest on
9 the Series 2025 Bonds, will be timely done and duly performed.
10

11 K. The enactment of this Ordinance, and the execution and issuance of the
12 Series 2025 Bonds, subject to the terms thereof, will not result in any breach of, or constitute a
13 default under, any instrument to which the City is a party or by which it may be bound or affected.
14

15 L. The City is a governmental unit; 95% or more of the Net Proceeds of the
16 Series 2025 Bonds are to be used for local government activities of the City (or of a governmental
17 unit the jurisdiction of which is entirely within the jurisdiction of the City).
18

19 M. It is deemed necessary for the City to issue the Series 2025 Bonds in the
20 aggregate principal amount of not more than \$30,000,000 and to use funds held in the Sanitary
21 Board's Renewal and Replacement Fund, to permanently finance the costs of design, acquisition
22 and construction of the Project, fund capitalized interest, if any, fund the reserve account and pay
23 costs of issuance. Such costs shall be deemed to include the cost of all property rights, easements
24 and franchises deemed necessary or convenient therefor; repayment of any interim financing notes;
25 interest on the Series 2025 Bonds prior to and during construction or acquisition and for six months
26 after completion of construction of the Project; engineering and legal expenses; expenses for
27 estimates of cost and revenues; expenses for plans, specifications and surveys; other expenses
28 necessary or incident to determining the feasibility or practicability of the enterprise;
29 administrative expense, any fees or expenses of the Original Purchaser, commitment fees,
30 premiums for municipal bond insurance policy, debt service reserve account policy, or debt service
31 reserve surety bond; letter of credit fees; underwriter's discount; rating agency fees; initial fees for
32 the service of registrars, paying agents, depositories or trustees or other costs in connection with
33 the sale of the Series 2025 Bonds, and such other expenses as may be necessary or incidental to
34 the financing herein authorized, the construction or acquisition of the Project and the placing of
35 the same in operation, and the performance of the things herein required or permitted, in
36 connection with any thereof; provided, that reimbursement to the City or Sanitary Board for any
37 amounts expended by it for allowable costs prior to the issuance of the Series 2025 Bonds or the
38 repayment of the indebtedness incurred by the City or Sanitary Board for such purposes shall be
39 deemed part of the Cost of the Project.
40

41 N. It is in the best interests of the City that the Series 2025 Bonds be sold to
42 the Original Purchaser pursuant to the terms and provisions set forth in the Supplemental
43 Resolution.
44

45 O. Prior to the issuance of the Series 2025 Bonds, the City shall obtain (i) a
46 certificate from an independent certified public accountant stating that the coverage and parity

1 tests of the First Lien Bonds have been met; and (ii) if required, the written consent of the registered
2 owners, of the Prior Bonds to the issuance of the Series 2025 Bonds on a parity with the First Lien
3 Bonds and senior and prior to the Second Lien Bonds. The Series 2025 Bonds shall be issued with
4 a lien on the Net Revenues on a parity with the lien held by the registered owners of the First Lien
5 Bonds, but the lien of the Series 2025 Bonds shall be senior and superior to the lien of the registered
6 owners of the Second Lien Bonds. Other than the Prior Bonds, there are no other outstanding
7 bonds or obligations of the City which are secured by revenues or assets of the System.

8
9 P. The City has complied with all requirements of West Virginia law relating
10 to the authorization of the design, acquisition, construction and operation of Project and the System
11 and issuance of the Series 2025 Bonds, or will have so complied prior to the issuance of any of the
12 Series 2025 Bonds.

13
14 Q. The City will not permit, at any time, any of the proceeds of the Series 2025
15 Bonds or any other funds of the City to be used directly or indirectly in a manner which would
16 result in the inclusion of interest on the Series 2025 Bonds in the gross income of the owners
17 thereof for federal income tax purposes.

18
19 R. The Project has been approved by the West Virginia Infrastructure and Jobs
20 Development Council as required under Chapter 31, Article 15A of the Code of West Virginia,
21 1931, as amended.

22
23 S. The City is simultaneously with the enacted of this Ordinance adopting a
24 Project Ordinance, pursuant to 24-2-11 of the Code of West Virginia, 1931, as amended.

25 Section 1.03. Ordinance Constitutes Contract. In consideration of the acceptance
26 of the Series 2025 Bonds authorized to be issued hereunder by those who shall own the same from
27 time to time, the Ordinance shall be deemed to be and shall constitute a contract between the City
28 and such Registered Owners, and the covenants and agreements herein set forth to be performed
29 by the City shall be for the equal benefit, protection and security of the Registered Owners of any
30 and all of such Bonds issued hereunder, all of which shall be of equal rank and without preference,
31 priority or distinction between any one Bond and any other Bond by reason of priority of issuance
32 or otherwise, except as expressly provided therein and herein.

33
34 Section 1.04. Definitions. Except as provided below, terms used in this
35 Supplemental Ordinance have the meanings set forth in the Prior Ordinances, as supplemented by
36 this Supplemental Ordinance, unless the context expressly requires otherwise.

37
38 “Act” means Chapter 16, Article 13 and Chapter 22C, Article 1 of the Code of West
39 Virginia, 1931, as amended and in effect on the date of enactment of this Ordinance.

40
41 “Authority” means the West Virginia Water Development Authority, which is
42 expected to be the original purchaser and Registered Owner of the Series 2025 Bonds, or any other
43 agency, board or department of the State of West Virginia that succeeds to the functions of the
44 Authority, acting in its administrative capacity and upon authorization from the DEP under the
45 Act.

1 “Authorized Officer” means the Mayor of the City or any other officer of the City
2 specifically designated by ordinance or resolution of the Council of the City.
3

4 “Bond Counsel” means any law firm having a national reputation in the field of
5 municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed
6 by the City or the Sanitary Board, and shall initially mean Jackson Kelly PLLC, Charleston,
7 West Virginia.
8

9 “Bond Purchase Agreement” or “Loan Agreement” means the Bond Purchase
10 Agreement or Loan Agreement heretofore entered, or to be entered, into by and among the City,
11 the Authority and the DEP, providing for the purchase of the Series 2025 Bonds from the City by
12 the Authority, the form of which shall be approved, and the execution and delivery by the City
13 authorized and directed or ratified, by the Supplemental Resolution.
14

15 “Bond Register” means the books of the City maintained by the Registrar for the
16 registration and transfer of the Series 2025 Bonds.
17

18 “Bond Year” means the 12-month period beginning on the anniversary of the
19 Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date
20 in the following year except that the first Bond Year shall begin on the Closing Date.
21

22 “Bondholder” or “Holder of the Bonds” or “Owner of the Bonds” or “Registered
23 Owner” or any similar term means any person who shall be the Registered Owner of any
24 Outstanding Bond as hereinafter defined.
25

26 “Bonds” means the Series 2025 Bonds, the Prior Bonds and any future bonds issued
27 by the City for the System.
28

29 “Bonds Construction Trust Fund” means the Series 2025 Bonds Construction Trust
30 Fund created by Section 4.01 hereof.
31

32 “Cash Working Capital Reserve” means the cash working capital reserve required
33 by Chapter 24, Article 1, Section 1(k) on the Code of West Virginia, 1931, as amended.
34

35 “City Clerk” means the City Clerk of the City.
36

37 “Closing Date” means the date upon which there is an exchange of the Series 2025
38 Bonds for all or a portion of the proceeds of the Series 2025 Bonds from the Authority.
39

40 “Code” means the Internal Revenue Code of 1986, as amended, and the
41 Regulations.
42

43 “Commission” means the West Virginia Municipal Bond Commission or any other
44 agency of the State of West Virginia which succeeds to the functions of the Commission.
45

1 “Consulting Engineers” means Burgess & Niple, Parkersburg, West Virginia, or
2 any engineer or firm of engineers, licensed by the State, which shall at any time hereafter be
3 retained by the City as Consulting Engineers for the System in accordance with Chapter 5G,
4 Article 1 of the Code of West Virginia, 1931, as amended.

5
6 “Costs” or “Costs of the Project” means those costs described in Section 1.02(M)
7 hereof to be a part of the cost of the design, acquisition, construction and financing of the Project.

8
9 “Council” or “City Council” means the Council of the City.

10
11 “Cross Cutter Authorities” means federal laws and authorities that apply by their
12 terms to projects or activities receiving federal assistance.

13
14 “CWSRF Program” means the State’s Water Pollution Control Revolving Fund
15 Program, under which the Authority purchases the water pollution control revenue bonds of local
16 governmental entities satisfying certain legal and other requirements with the proceeds of a
17 capitalization grant award from the United States Environmental Protection Agency and funds of
18 the State.

19
20 “DEP” means the West Virginia Department of Environmental Protection or any
21 other agency, board or department of the State that succeeds to the functions of the DEP.

22
23 “Depository Bank” means the bank or banks to be designated as such in the
24 Supplemental Resolution, and its successors and assigns.

25
26 “EMMA” means the Electronic Municipal Market Access website, a service
27 provided by the MSRB.

28
29 “FDIC” means the Federal Deposit Insurance Corporation and any successor to the
30 functions of the FDIC.

31
32 “First Lien Bonds” means the bonds defined as such in Section 1.02(E).

33
34 “Fiscal Year” means each twelve month period beginning on July 1 and ending on
35 the succeeding June 30.

36
37 “Governing Body” means the City Council of the Issuer, as it may now or hereafter
38 be constituted.

39
40 “Government Obligations” means direct obligations of, or obligations the timely
41 payment of the principal of and interest on which is guaranteed by, the United States of America.

42
43 “Gross Revenues” means the aggregate gross operating and non-operating revenues
44 of the System, as hereinafter defined, determined in accordance with generally accepted
45 accounting principles, after deduction of prompt payment discounts, if any, and reasonable
46 provision for uncollectible accounts; provided, that “Gross Revenues” does not include any gains

1 from the sale or other disposition of, or from any increase in the value of, capital assets (including
2 Qualified Investments, as hereinafter defined, purchased pursuant to Section 8.01 hereof).

3
4 “Infrastructure Council” means the West Virginia Infrastructure and Jobs
5 Development Council or any successor thereto.

6
7 “Independent Accountants” or “Independent Certified Public Accountants” means
8 any firm of certified public accountants which shall be retained by the City as independent
9 accountants for the System.

10
11 “Issuer” means the City of Charleston, a municipal corporation and political
12 subdivision organized and existing under the laws of the State of West Virginia in Kanawha
13 County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing
14 Body of the Issuer.

15
16 “Mayor” means the Mayor of the Issuer.

17
18 “Minimum Reserve” means, as of any date of calculation, the maximum amount of
19 principal and interest which will become due on the Series 2025 A Bonds in the then current or
20 any succeeding fiscal year, unless amended by a subsequent Supplemental Resolution.

21
22 “MSRB” means the Municipal Securities Rulemaking Board.

23
24 “Net Proceeds” means the face amount of the Series 2025 Bonds plus accrued
25 interest and premium, if any, less original issue discount, if any, and less proceeds, if any,
26 deposited in the Reserve Accounts.

27
28 “Net Revenues” means the balance of the Gross Revenues, remaining after
29 deduction of Operating Expenses, as hereinafter defined.

30
31 “Operating Expenses” means the reasonable, proper and necessary costs of repair,
32 maintenance and operation of the System and includes, without limiting the generality of the
33 foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those
34 capitalized as part of the costs, the SRF Administrative Fee, fees and expenses of the Authority,
35 fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined),
36 other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and
37 such other reasonable operating costs and expenses as should normally and regularly be included
38 under generally accepted accounting principles; provided, that “Operating Expenses” does not
39 include payments on account of the principal of or redemption premium, if any, or interest on the
40 Series 2025 Bonds, charges for depreciation, losses from the sale or other disposition of, or from
41 any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous
42 deductions as are applicable to prior accounting periods.

43
44 “Ordinance” means the Prior Ordinances, as previously defined, as supplemented
45 by this Supplemental Ordinance and as further amended or supplemented. Unless the context

1 clearly requires a different meaning, reference to “this Ordinance” in the Prior Ordinances means
2 the Ordinance.

3
4 “Outstanding” when used with reference to Bonds, as of any particular date,
5 describes all such Bonds theretofore and thereupon being authenticated and delivered, except (i)
6 any such Bond canceled by the Registrar, at or prior to said date; (ii) any such Bond for the payment
7 of which moneys, equal to its principal amount, with interest to the date of maturity of any such
8 Bond, shall be in trust hereunder and set aside for such payment (whether upon or prior to
9 maturity); (iii) any such Bond deemed to have been paid as provided in Section 6.13 hereof; and
10 (iv) for purposes of consents or other action by a specified percentage of Bondholders, any such
11 Bond registered to the City.

12
13 “Parity Bonds” means additional Bonds issued under the provisions and within the
14 limitations prescribed by Section 7.07 hereof.

15
16 “Paying Agent” means the West Virginia Municipal Bond Commission or other
17 entity designated as such for the Series 2025 Bonds in the Supplemental Resolution.

18
19 “Prior Bonds” means, collectively, the bonds as defined in Section 1.02(E) hereof.

20
21 “Prior Bonds Reserve Accounts” means, collectively, the respective reserve
22 accounts created for the Prior Bonds, as more fully described and defined in the Prior Ordinances.

23
24 “Prior Ordinances” means, collectively, the Ordinances authorizing the Prior Bonds
25 as set forth in Section 1.01 hereof.

26
27 “Private Business Use” means use (directly or indirectly) in a trade or business
28 carried on by any person other than a governmental unit; provided that, use as a member of the
29 general public shall not be taken into account, all as determined by the Code.

30
31 “Project” means the extensions, additions, betterments and improvements to the
32 existing sewerage system of the City described in Exhibit A attached hereto.

33
34 “Project Ordinance” means the Ordinance relating to the Project as described in
35 Exhibit A attached hereto, to be adopted by the City, pursuant to 24-2-11 of the Code of West
36 Virginia 1931, as amended, simultaneously with this Bond Ordinance.

37
38 “Purchase Price,” for the purpose of computation of the Yield of the Series 2025
39 Bonds, has the same meaning as the term “issue price” in Sections 1273(b) and 1274 of the Code,
40 and, in general, means the initial offering price of the Series 2025 Bonds to the public (not
41 including bond houses and brokers, or similar persons or organizations acting in the capacity of
42 underwriters or wholesalers) at which price a substantial amount of the Series 2025 Bonds of each
43 maturity is sold or, if the Series 2025 Bonds are privately placed, the price paid by the first buyer
44 of the Series 2025 Bonds or the acquisition cost of the first buyer. “Purchase Price,” for purposes
45 of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose
46 Investments on the date of use of Gross Proceeds of the Series 2025 Bonds for acquisition thereof,

1 or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a
2 Nonpurpose Investment of the Series 2025 Bonds.

3
4 “Qualified Investments” means and includes any of the following:

5
6 (a) Government Obligations;

7
8 (b) Government Obligations which have been stripped of their unmatured
9 interest coupons, interest coupons stripped from Government Obligations, and receipts or
10 certificates evidencing payments from Government Obligations or interest coupons stripped from
11 Government Obligations;

12
13 (c) Bonds, debentures, notes or other evidences of indebtedness issued by any
14 of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal
15 Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks;
16 Government National Mortgage Association; Tennessee Valley Authority; or Washington
17 Metropolitan Area Transit Authority;

18
19 (d) Any bond, debenture, note, participation certificate or other similar
20 obligations issued by the Federal National Mortgage Association to the extent such obligation is
21 guaranteed by the Government National Mortgage Association or issued by any other federal
22 agency and backed by the full faith and credit of the United States of America;

23
24 (e) Time accounts (including accounts evidenced by time certificates of
25 deposit, time deposits or other similar banking arrangements) which, to the extent not insured by
26 the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of
27 Government Obligations, provided, that said Government Obligations pledged either must mature
28 as nearly as practicable coincident with the maturity of said time accounts or must be replaced or
29 increased so that the market value thereof is always at least equal to the principal amount of said
30 time accounts;

31
32 (f) Money market funds or similar funds whose only assets are investments of
33 the type described in paragraphs (a) through (e) above;

34
35 (g) Repurchase agreements, fully secured by investments of the types described
36 in paragraphs (a) through (e) above, with banks or national banking associations which are
37 members of FDIC or with government bond dealers recognized as primary dealers by the Federal
38 Reserve Bank of New York, provided, that said investments securing said repurchase agreements
39 either must mature as nearly as practicable coincident with the maturity of said repurchase
40 agreements or must be replaced or increased so that the market value thereof is always at least
41 equal to the principal amount of said repurchase agreements, and provided further that the holder
42 of such repurchase agreement shall have a prior perfected security interest in the collateral therefor;
43 must have (or its agent must have) possession of such collateral; and such collateral must be free
44 of all claims by third parties;

1 (h) The West Virginia “consolidated fund” managed by the West Virginia
2 Board of Treasury Investments pursuant to Chapter 12, Article 6C of the West Virginia Code of
3 1931, as amended; and
4

5 (i) Obligations of states or political subdivisions or agencies thereof, the
6 interest on which is excluded from gross income for federal income tax purposes, and which are
7 rated at least “A” by Moody’s Investors Service, Inc. or Standard & Poor’s Corporation.
8

9 “Registrar” means the entity named as such in the Supplemental Resolution.
10

11 “Regulations” means the temporary and permanent regulations promulgated under
12 the Code.

13 “Renewal and Replacement Fund” means the Renewal and Replacement Fund
14 established by the Prior Ordinances and continued by Section 4.01 hereof.
15

16 “Reserve Accounts” means, collectively, the respective Reserve Accounts created
17 for the Prior Bonds and the Series 2025 Bonds.
18

19 “Reserve Fund Requirements” means the amount required to be on deposit in the
20 Reserve Accounts of the Series 2025 Bonds and the Prior Bonds, if any.
21

22 “Revenue Fund” means the Revenue Fund established by the Prior Ordinances and
23 continued by Section 4.01 hereof.
24

25 “Second Lien Bonds” means the bonds defined as such in Section 1.02(E) hereof.
26

27 “Series 2025 Bonds” means the not more than \$30,000,000 in aggregate principal
28 amount of Sewerage System Revenue Bonds of the City, authorized by this Ordinance to be issued
29 in one or more series as designated in a Supplemental Resolution. If issued in more than one
30 series, the letter and date designations of the Series 2025 Bonds shall be as set forth in the
31 Supplemental Resolution.
32

33 “Series 2025 Bonds Reserve Account” means, collectively, one or more reserve
34 accounts for the Series 2025 Bonds established by Section 4.02 hereof.
35

36 “Series 2025 Bonds Reserve Requirements” means, as of any date of calculation,
37 the maximum amount of principal and interest, if any, which will become due on the Series 2025
38 Bonds in the then current year or any succeeding year.
39

40 “Series 2025 Bonds Sinking Fund” means collectively, one or more sinking funds
41 for the Series 2025 Bonds established by Section 4.02 hereof.
42

43 “Sinking Funds” means, collectively, the respective Sinking Funds created for the
44 Prior Bonds and the Series 2025 Bonds.
45

1 “SRF Administrative Fee” means any administrative fee required to be paid under
2 the Bond Purchase Agreement for the Series 2025 Bonds.

3
4 “State” means the State of West Virginia.

5
6 “Supplemental Ordinance” or “this Ordinance” means this ordinance as hereafter
7 amended or supplemented.

8
9 “Supplemental Resolution” means any resolution, ordinance or order of the City
10 supplementing or amending this Ordinance and, when preceded by the article “the”, refers
11 specifically to the supplemental resolutions authorizing the sale of one or more series of the Series
12 2025 Bonds; provided, that any matter intended by this Ordinance to be included in the
13 Supplemental Resolution with respect to the Series 2025 Bonds and not so included may be
14 included in another Supplemental Resolution.

15
16 “Surplus Revenues” means the Net Revenues not required by the Bond Legislation
17 to be set aside and held for the payment of or security for the Series 2025 Bonds or any other
18 obligations of the City, including, without limitation, the Renewal and Replacement Fund, the
19 Cash Working Capital Reserve, the Sinking Funds and the Reserve Accounts.

20
21 “System” means the complete existing sewerage system now owned by the City
22 and managed by the Sanitary Board, consisting of a sewerage treatment and collection system, and
23 shall include any extensions, additions, betterments and improvements thereto, including the
24 Project, hereafter acquired or constructed for the sewerage system from any sources whatsoever,
25 both within and without the City.

26
27 “Tap Fees” means the fees, if any, paid by prospective customers of the System in
28 order to connect thereto.

29
30 Words importing singular number shall include the plural number in each case and
31 vice versa, and words importing persons shall include firms and corporations. Words importing
32 the masculine gender include all other genders.

33
34 Additional terms and phrases are defined in this Ordinance as they are used.
35 Accounting terms not specifically defined herein shall be given meaning in accordance with
36 general accepted accounting principles.

37
38 The terms “herein”, “hereunder”, “hereby”, “hereto”, “hereof” and any similar
39 terms refer to this Ordinance; and the term “hereafter” means after the date of the enactment of
40 this Ordinance.

41
42 Articles, sections and subsections mentioned by number only are the respective
43 articles, sections and subsections of this Ordinance so numbered.

1
2 ARTICLE II
3 AUTHORIZATION OF EXTENSIONS, ADDITIONS, BETTERMENTS
4 AND IMPROVEMENTS TO SYSTEM
5

6 Section 2.01. Authorization of Extensions, Additions, Betterments and
7 Improvements. There is hereby authorized and ordered the design, acquisition and construction
8 of the Project at an estimated cost of not to exceed \$30,000,000 (including financing costs), in
9 accordance with plans and specifications prepared by the Consulting Engineers, approved by the
10 City, and on file in the office of the Sanitary Board.
11

12 Prior to the issuance of the Series 2025 Bonds, the City will have received bids for
13 the design, acquisition and construction of the respective phase of the Project which are in an
14 amount and otherwise compatible with the financing plan approved by the Sanitary Board.
15

16 ARTICLE III
17 AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS
18

19 Section 3.01. Authorization and Terms of Bonds. For the purposes of capitalizing
20 interest on the Series 2025 Bonds, if any, funding the Reserve Account for the Series 2025 Bonds,
21 paying Costs of the Project not otherwise provided for, paying costs of issuance of the Series 2025
22 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental
23 Resolution, there shall be and hereby are authorized to be issued the Series 2025 Bonds of the City.
24 The Series 2025 Bonds shall be issued in one or more series as set forth in the Supplemental
25 Resolution, designated as “Sewerage System Revenue Bonds”, in an aggregate principal amount
26 of not more than \$30,000,000. The Series 2025 Bonds shall be issued in such principal amounts,
27 shall have the series designation, shall be dated as of the date of delivery thereof, shall bear interest
28 at such rate or rates, not exceeding the then legal maximum rate, and shall mature at such times
29 and in such amounts as shall be set forth in the Supplemental Resolution. The repayment of
30 principal and interest on the Series 2025 Bonds shall be as set forth in the Supplemental Resolution.
31 The Series 2025 Bonds shall contain such other terms, provisions, conditions and limitations, all
32 as provided by this Ordinance and as the Council of the City shall prescribe by resolution (or by
33 supplemental or amendatory ordinance of said Council as said Council shall determine) adopted
34 in connection with the sale of such Bonds.
35

36 If the Series 2025 Bonds are sold to the Authority, they shall be payable as to
37 principal at the office of the Paying Agent in any coin or currency which, on the dates of payment
38 of principal is legal tender for the payment of public or private debts under the laws of the United
39 States of America. Interest on the Series 2025 Bonds shall be paid by check or draft mailed to the
40 registered owner thereof at the address as it appears on the books of the Bond Registrar.
41

42 Each series of Series 2025 Bonds shall be issued in fully registered form, in such
43 denominations and shall have such terms as set forth in the Supplemental Resolution. The Series
44 2025 Bonds shall be exchangeable at the option and expense of the Registered Owner for another
45 fully registered Bonds in aggregate principal amount equal to the amount of the Series 2025 Bonds

1 then Outstanding, with principal installments or maturities, as applicable, corresponding to the
2 dates of payment of principal installments of the Series 2025 Bonds.

3
4 Section 3.02. Execution of Bonds. The Series 2025 Bonds shall be executed in the
5 name of the City by the Mayor and attested by the City Clerk, and the seal of the City shall be
6 affixed thereto or imprinted thereon. In case any one or more of the officers who shall have signed
7 or sealed any of the Series 2025 Bonds shall cease to be such officer of the City before the Series
8 2025 Bonds so signed and sealed have been sold and delivered to the Authority, such Series 2025
9 Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the
10 person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2025
11 Bonds may be signed and sealed on behalf of the City by such person as, at the actual time of the
12 execution of such Series 2025 Bonds, shall hold the proper office in the City, although at the date
13 of such Series 2025 Bonds such person may not have held such office or may not have been so
14 authorized.

15
16 Section 3.03. Authentication and Registration. No Series 2025 Bond shall be valid
17 or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and
18 until the Certificate of Authentication and Registration on such Bond, substantially in the form set
19 forth in the Supplemental Resolution, shall have been duly manually executed by the Registrar.
20 Any such executed Certificate of Authentication and Registration upon any such Series 2025 Bond
21 shall be conclusive evidence that such Bond has been authenticated, registered and delivered under
22 this Ordinance. The Certificate of Authentication and Registration on any Bond shall be deemed
23 to have been executed by the Registrar if manually signed by an authorized officer of the Registrar,
24 but it shall not be necessary that the same officer sign the Certificate of Authentication and
25 Registration on all of the Series 2025 Bonds issued hereunder.

26
27 Section 3.04. Negotiability, Transfer and Registration. Subject to the provisions
28 for transfer of registration set forth below, the Series 2025 Bonds shall be, and have all of the
29 qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State
30 of West Virginia, and each successive Registered Owner, in accepting any of said Bonds shall be
31 conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and
32 incidents of negotiable instruments under the Uniform Commercial Code of the State of West
33 Virginia, and each successive Registered Owner shall further be conclusively deemed to have
34 agreed that said Bonds shall be incontestable in the hands of a bona fide owner for value.

35
36 So long as any of the Series 2025 Bonds remain Outstanding, the City, through the
37 Registrar, shall keep and maintain books for the registration and transfer of the Series 2025 Bonds.

38
39 Bonds shall be transferable only upon the books of the Registrar, by the Registered
40 Owner thereof in person or by the Registered Owner's attorney duly authorized in writing, upon
41 surrender thereto, together with a written instrument of transfer satisfactory to the Registrar, duly
42 executed by the Registered Owner or the Registered Owner's duly authorized attorney.

43
44 In all cases in which the privilege of exchanging Series 2025 Bonds or transferring
45 Series 2025 Bonds is exercised, Bonds shall be delivered in accordance with the provisions of this
46 Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled

1 by the Registrar. For every such exchange or transfer of Bonds, the Registrar may make a charge
2 sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with
3 respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange
4 or transfer, and any other expenses of the Registrar incurred in connection therewith, which sum
5 or sums shall be paid by the City. The Registrar shall not be obliged to make any such exchange
6 or transfer of Bonds during the 15 days preceding an interest payment date on the Series 2025
7 Bonds, or, in the case of any proposed redemption of Bonds, next preceding the date of the
8 selection of Bonds to be redeemed.

9
10 Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2025
11 Bond shall become mutilated or be destroyed, stolen or lost, the City may, in its discretion, issue
12 and deliver a new Series 2025 Bond in exchange and substitution for such mutilated Series 2025
13 Bond, upon surrender and cancellation of such mutilated Series 2025 Bond, or in lieu of and
14 substitution for the Series 2025 Bond destroyed, stolen or lost, and upon the Registered Owner's
15 furnishing the City proof of ownership thereof and satisfactory indemnity and complying with
16 such other reasonable regulations and conditions as the City may prescribe and paying such
17 expenses as the City may incur and the Registrar shall authenticate the new Series 2025 Bond. All
18 Series 2025 Bonds so surrendered shall be canceled by the Registrar and held for the account of
19 the City. If such Series 2025 Bond shall have matured or be about to mature, instead of issuing a
20 substitute Bond, the City may pay the same, upon being indemnified as aforesaid, and, if such
21 Bond be lost, stolen, or destroyed, without surrender therefor.

22
23 Any such duplicate Series 2025 Bonds issued pursuant to this Section shall
24 constitute original, additional contractual obligations on the part of the City, whether or not the
25 lost, stolen or destroyed Series 2025 Bonds be at any time found by anyone, and such duplicate
26 Series 2025 Bonds shall be entitled to equal and proportionate benefits and rights as to lien and
27 source of security for payment from the revenues pledged herein with all other Series 2025 Bonds
28 issued hereunder.

29
30 Section 3.06. Bonds not to be Indebtedness of the City. The Series 2025 Bonds
31 shall not, in any event, be or constitute a corporate indebtedness of the City within the meaning of
32 any statutory or constitutional limitations, but shall be payable solely from the Net Revenues
33 derived from the operation of the System as herein provided on a parity with the First Lien Bonds
34 but senior and superior to the Second Lien Bonds. No Registered Owner of the Series 2025 Bonds
35 shall ever have the right to compel the exercise of the taxing power of the City to pay the Series
36 2025 Bonds or any interest thereon.

37
38 Section 3.07. Bonds Secured by Pledge of Net Revenues. The payment of the debt
39 service on the Series 2025 Bonds shall be secured forthwith equally and ratably with each other
40 by a first lien on the Net Revenues derived from the System on a parity with the First Lien Bonds
41 but senior and superior to the Second Lien Bonds. Such Net Revenues in an amount sufficient to
42 pay the principal of and interest on and other payments for the Series 2025 Bonds and the Prior
43 Bonds and to make the payments into the sinking funds and the reserve accounts therein and in the
44 Renewal and Replacement Fund established herein or in the Prior Ordinances are hereby
45 irrevocably pledged to the payment of the principal of and any interest on the Series 2025 Bonds
46 and the Prior Bonds as the same become due.

1
2 Section 3.08. Form of Bonds. The text of the Series 2025 Bonds shall be in
3 substantially the following forms, with such omissions, insertions and variations as may be
4 necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution
5 adopted prior to the issuance thereof:
6

7 [Remainder of page intentionally left blank]

(FORM OF SERIES 2025 BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF CHARLESTON
SEWERAGE SYSTEM REVENUE BONDS
SERIES 2025 (WEST VIRGINIA CWSRF PROGRAM)

No. AR-1 \$ _____

KNOW ALL MEN BY THESE PRESENTS: The ___ day of _____, 2025, that THE CITY OF CHARLESTON, a municipal corporation organized and existing under the laws of the State of West Virginia in Kanawha County of said State (the "City"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS (\$ _____), or such lesser amount as shall have been advanced to the City hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20__, to and including _____ 1, 20__, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee of __% (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20__, as set forth on said EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear interest at a rate of __% per annum. Principal and interest installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the City, the Authority and the DEP, dated _____, 2025.

This Bond is issued (i) to pay, along with other funds available to the City, a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing sewerage system of the City (the "Project"); and (ii) to pay certain costs of issuance of the Series 2025 Bonds and related costs. The existing sewerage system of the City, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively,

1 the “Act”), and a Bond Ordinance duly enacted by the City on _____, 2025, as supplemented
2 by a Supplemental Resolution duly adopted by the City on _____, 2025 (the “Bond
3 Legislation”), and is subject to all the terms and conditions thereof. The Bond Legislation provides
4 for the issuance of additional bonds under certain conditions, and such bonds would be entitled to
5 be paid and secured equally and ratably from and by the funds and revenues and other security
6 provided for the Series 2025 Bonds under the Bond Legislation.
7

8 THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE
9 AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE
10 CITY’S: \$1,912,194 SEWER REVENUE BONDS, SERIES 1989 A, DATED MARCH 21, 1989
11 (THE “SERIES 1989 A BONDS”); \$829,856 SEWER REVENUE BONDS, SERIES 1989 C,
12 DATED NOVEMBER 21, 1989 (THE “SERIES 1989 C BONDS”); \$686,229 SEWERAGE
13 SYSTEM REVENUE BONDS, 1999 SERIES A, DATED JUNE 22, 1999 (THE “SERIES 1999
14 A BONDS”); \$823,741 SEWERAGE SYSTEM REVENUE BONDS, 2001 SERIES B, DATED
15 MAY 22, 2001 (THE “SERIES 2001 B BONDS”); \$36,617,310 SEWERAGE SYSTEM
16 REVENUE BONDS, SERIES 2005 A, DATED MAY 5, 2005 (THE “SERIES 2005 A BONDS”);
17 \$9,000,000 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2008 A, DATED JUNE 26,
18 2008 (THE “SERIES 2008 A BONDS”); \$25,877,009 SEWERAGE SYSTEM REVENUE
19 BONDS, SERIES 2011 A, DATED DECEMBER 13, 2011 (THE “SERIES 2011 A BONDS”);
20 \$11,613,300 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 A, DATED MARCH
21 27, 2013 (THE “SERIES 2013 A BONDS”); \$13,145,000 SEWERAGE SYSTEM REVENUE
22 BONDS, SERIES 2016 A, DATED SEPTEMBER 22, 2016 (THE “SERIES 2016 A BONDS”);
23 \$12,859,975 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2020 A, DATED MAY 7,
24 2020 (THE “SERIES 2020 A BONDS”); AND SENIOR TO THE CITY’S \$283,458
25 SUPPLEMENTAL SEWER REVENUE BONDS, SERIES 1989 B, DATED MARCH 21, 1989
26 (THE “SERIES 1989 B BONDS”); \$123,015 SUPPLEMENTAL SEWER REVENUE BONDS,
27 SERIES 1989 D, DATED NOVEMBER 21, 1989 (THE “SERIES 1989 D BONDS”); \$132,072
28 SEWERAGE SYSTEM REVENUE BONDS, 1999 SERIES B, DATED JUNE 22, 1999 (THE
29 “SERIES 1999 B BONDS”); \$30,492 SEWERAGE SYSTEM REVENUE BONDS, 2001
30 SERIES C, DATED MAY 22, 2001 (THE “SERIES 2001 C BONDS”); AND \$1,822,690
31 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 B-1, DATED MAY 5, 2005 (THE
32 “SERIES 2005 B-1 BONDS”).
33

34 The Series 1989 A Bonds, the Series 1989 C Bonds, the Series 1998 A Bonds, the
35 Series 1999 A Bonds, the Series 2001 B Bonds, the Series 2005 A Bonds, the Series 2008 A Bonds,
36 the Series 2011 A Bonds, the Series 2013 A Bonds, the Series 2016 A Bonds and the Series 2020
37 A Bonds are collectively referred to as the “First Lien Bonds.” The Series 1989 B Bonds, the
38 Series 1989 D Bonds, the Series 1999 B Bonds, the Series 2001 C Bonds, and the Series 2005 B-
39 1 Bonds are collectively referred to as the “Second Lien Bonds,” which are subordinate and junior
40 to the First Lien Bonds and the Series 2025 Bonds. The First Lien Bonds and the Second Lien
41 Bonds are collectively referred to as the “Prior Bonds.”
42

43 This Bond is payable only from and secured by a pledge of the Net Revenues to be
44 derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of
45 the holders of the First Lien Bonds, and from monies in the reserve account created under the Bond
46 Legislation for the Series 2025 Bonds (the “Series 2025 Bonds Reserve Account”) and

1 unexpended proceeds of the Series 2025 Bonds. Such Net Revenues shall be sufficient to pay the
2 principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be
3 set aside as a special fund hereby pledged for such purpose.
4

5 This Bond does not constitute an indebtedness of the City within the meaning of
6 any constitutional or statutory provisions or limitations, nor shall the City be obligated to pay the
7 same, except from said special fund provided from the Net Revenues, the monies in the Series
8 2025 Bonds Reserve Account and unexpended proceeds of the Series 2025 Bonds. Pursuant to the
9 Bond Legislation, the City has covenanted and agreed to establish and maintain just and equitable
10 rates and charges for the use of the System and the services rendered thereby, which shall be
11 sufficient, together with other revenues of the System, to provide for the reasonable expenses of
12 operation, repair and maintenance of the System, and to leave a balance each year equal to at least
13 115% of the maximum amount payable in any year for principal of and interest, if any, on the
14 Series 2025 Bonds and all other obligations secured by a lien on or payable from such revenues
15 prior to or on a parity with the Series 2025 Bonds, including the Prior Bonds. The City has entered
16 into certain further covenants with the registered owners of the Bonds for the terms of which
17 reference is made to the Bond Legislation. Remedies provided the registered owners of the Series
18 2025 Bonds are exclusively as provided in the Bond Legislation, to which reference is here made
19 for a detailed description thereof.
20

21 Subject to the registration requirements set forth herein, this Bond is transferable,
22 as provided in the Bond Legislation, only upon the books of [United Bank], Charleston, West
23 Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized
24 in writing, upon the surrender of this Bond, together with a written instrument of transfer
25 satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized
26 in writing.
27

28 Subject to the registration requirements set forth herein, this Bond, under the
29 provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the
30 Uniform Commercial Code of the State of West Virginia.
31

32 All money received from the sale of this Bond, after reimbursement and repayment
33 of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation,
34 shall be applied solely to the payment of the costs of the Project and costs of issuance hereof
35 described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon
36 such monies, until so applied, in favor of the registered owner of this Bond.
37

38 IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts,
39 conditions and things required to exist, happen and be performed precedent to and at the issuance
40 of this Bond do exist, have happened, and have been performed in due time, form and manner as
41 required by law, and that the amount of this Bond, together with all other obligations of the City,
42 does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia
43 and that a sufficient amount of the Net Revenues of the System has been pledged to and will be
44 set aside into said special fund by the City for the prompt payment of the principal of this Bond.
45

1 All provisions of the Bond Legislation, resolutions and statutes under which this
2 Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same
3 extent as if written fully herein.
4

5 [Remainder of page intentionally left blank]
6

1 IN WITNESS WHEREOF, THE CITY OF CHARLESTON has caused this Bond
2 to be signed by its Mayor and its corporate seal, if any, to be hereunto affixed and attested by its
3 City Clerk, and has caused this Bond to be dated the day and year first written above.
4

5
6
7 [SEAL]
8
9

10 _____
11 Mayor
12
13

14 ATTEST:
15
16
17

18 _____
19 City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2025 Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2025.

[_____] ,
as Registrar

Authorized Officer

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EXHIBIT B
DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto
the within
Bond and does hereby irrevocably constitute and appoint
_____, Attorney to transfer the said Bond on the
books kept for registration of the within Bond of the said City with full power of substitution in
the premises.

Dated: _____, _____.

In the presence of:

1 Section 3.09. Sale of Bonds; Approval and Ratification of Execution of Bond
2 Purchase Agreement. The Series 2025 Bonds shall be sold to the Authority, pursuant to the terms
3 and conditions of the Bond Purchase Agreement. If not so authorized by previous resolution, the
4 Mayor is specifically authorized and directed to execute the Bond Purchase Agreement in the form
5 attached hereto as “EXHIBIT A” and made a part hereof, and the City Clerk is directed to affix
6 the seal of the City, attest the same and deliver the Bond Purchase Agreement to the Authority,
7 and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.
8 The Bond Purchase Agreement, including all schedules and exhibits attached thereto, is hereby
9 approved and incorporated into this Bond Legislation.

10
11 Section 3.10. Bonds are Issued as Parity Bonds. The Series 2025 Bonds are issued
12 as and shall constitute additional Parity Bonds in accordance with the Prior Ordinances. Prior to
13 the issuance of the Series 2025 Bonds, the following must occur:

14
15 A. The City must receive the written consent of the Authority for the issuance
16 of parity bonds.

17
18 B. The coverage and parity requirements of the Prior Ordinances must be
19 satisfied.

20
21 C. The Series 2025 Bonds shall not be issued unless all the payments into the
22 respective funds and accounts provided for in the Prior Ordinances on account of the Prior Bonds
23 and any other payments provided for in the Prior Ordinances, shall have been made in full as
24 required to the date of delivery of the Series 2025 Bonds.

25
26 Section 3.11. Persons Treated as Owners. The City, the Registrar, the Paying
27 Agent and any agent of the City, the Registrar or the Paying Agent may treat the person in whose
28 name any Bond is registered as the Registered Owner of such Series 2025 Bond for the purpose of
29 receiving payment of the principal of and interest on such Bond and for all other purposes, whether
30 or not such Series 2025 Bond is overdue.

31
32 Section 3.12. Delivery of Bonds. The City shall execute and deliver the Series
33 2025 Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series
34 2025 Bonds to the original purchaser upon receipt of the documents set forth below:

35
36 (A) If other than the Authority, a list of the names in which the Series 2025
37 Bonds are to be registered upon original issuance, together with such taxpayer identification and
38 other information as the Registrar may reasonably require;

39
40 (B) A request and authorization to the Registrar on behalf of the City, signed by
41 an Authorized Officer, to authenticate and deliver the Series 2025 Bonds to the original purchaser;

42
43 (C) Copies of this Ordinance and the Supplemental Resolution certified by the
44 City Clerk; and
45

1 (D) The unqualified approving opinion of Bond Counsel regarding the Series
2 2025 Bonds.

3
4 ARTICLE IV
5 APPLICATION OF BOND PROCEEDS; FUNDS AND ACCOUNTS; SYSTEM REVENUES
6 AND APPLICATION THEREOF
7

8 Section 4.01. Establishment of Funds and Accounts with Depository Bank. The
9 following special funds or accounts are hereby created (or continued) and shall be held by the
10 Depository Bank separate and apart from all other funds or accounts of the Depository Bank and
11 the City and from each other:

- 12
13 (1) Revenue Fund (established by Prior Ordinances);
14
15 (2) Renewal and Replacement Fund (established by Prior Ordinances);
16
17 (3) Cash Working Capital Reserve (established by Prior Ordinances); and
18
19 (3) Series 2025 Bonds Construction Trust Fund.
20

21 Section 4.02. Establishment of Funds and Accounts with Commission. The
22 following special funds or accounts are hereby created with and shall be held by the Commission
23 separate and apart from all other funds or accounts of the Commission and the City and from each
24 other:

- 25
26 (1) Prior Bonds Sinking Funds (established by Prior Ordinances);
27
28 (2) Prior Bonds Reserve Accounts (established by Prior Ordinances);
29
30 (3) Series 2025 Bonds Sinking Fund; and
31
32 (4) Series 2025 Bonds Reserve Account.
33

34 Section 4.03. Application of Bond Proceeds. Upon the issuance and delivery of
35 the Series 2025 Bonds, the City shall forthwith deposit the proceeds thereof as follows:
36

37 1. All interest accrued, if any, on the Series 2025 Bonds from the date thereof
38 to the date of delivery thereof shall be deposited in the Series 2025 Bonds Sinking Fund and
39 applied to payment of interest on the Series 2025 Bonds at the first interest payment date.
40

41 2. An amount of the proceeds of the Series 2025 Bonds equal to the amount,
42 if any, set forth in the Supplemental Resolution shall be remitted to the Bond Commission for
43 deposit in the Series 2025 Bonds Reserve Account; provided, that to the extent the Series 2025
44 Bonds Reserve Requirement is satisfied in whole or in part from a municipal bond debt serve
45 reserve insurance policy, letter of credit, surety bond or other credit facility, proceeds of the Series

1 2025 Bonds shall be deposited in the Series 2025 Bonds Reserve Account only to the extent needed
2 to satisfy the balance of the Series 2025 Bonds Reserve Requirement.
3

4 3. The balance of Series 2025 Bonds proceeds, if any, shall be deposited in the
5 Series 2025 Bonds Construction Fund and disbursed as provided in Section 4.04 hereof.
6

7 Section 4.04. Disbursements From the Bond Construction Trust Fund. Except as
8 provided in Section 4.03 hereof, disbursements from the Bonds Construction Trust Fund shall be
9 made only after submission to, and approval from, the Sanitary Board of the following:
10

11 A certificate, signed by the general manager of the Sanitary Board and the
12 Consulting Engineers, stating that:
13

14 (A) None of the items for which the payment is proposed to be made has formed
15 the basis for any disbursements theretofore made;
16

17 (B) Each item for which the payment is proposed to be made is or was necessary
18 in connection with the Project and constitutes a Cost of the Project;
19

20 (C) Each of such costs has been otherwise properly incurred; and
21

22 (D) Payment for each of the items proposed is then due and owing.
23

24 Pending such application, moneys in the Bonds Construction Trust Fund shall be
25 invested and reinvested in Qualified Investments at the written direction of the City.
26

27 Section 4.05. Funds and Accounts; Flow of Funds. Following the monthly
28 payment of Operating Expenses, the City shall make monthly payments to the Commission for the
29 Prior Bonds as required under the Prior Ordinances. The monthly payments to the Commission
30 for the Series 2025 Bonds shall be as follows:
31

32 (1) Simultaneously with the interest payments made pursuant to the Prior
33 Ordinances with respect to the First Lien Bonds, the City shall also deposit with the Commission
34 in the Series 2025 Bonds Sinking Fund on the first day of each month, commencing 4 months prior
35 to the first interest payment date of the Series 2025 Bonds, an amount equal to 1/3rd of the amount
36 of interest which will become due on the Series 2025 Bonds on the next ensuing quarterly interest
37 payment date; provided that, in the event the period to elapse between the date of such initial
38 deposit in the Series 2025 Bonds Sinking Fund and the next quarterly interest payment date is less
39 than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month
40 prior to the next quarterly interest payment date, the required amount of interest coming due on
41 such date.
42

43 (2) Simultaneously with the principal payments made pursuant to the Prior
44 Ordinances with respect to the First Lien Bonds, the City shall also deposit with the Commission
45 in the Series 2025 Bonds Sinking Fund on the first day of each month, commencing 4 months prior
46 to the first principal payment date of the Series 2025 Bonds, an amount equal to 1/3rd of the amount

1 of principal which will mature and become due on the Series 2025 Bonds on the next ensuing
2 principal payment date; provided that, in the event the period to elapse between the date of such
3 initial deposit in the Series 2025 Bonds Sinking Fund and the next principal payment date is less
4 than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month
5 prior to the next annual or quarterly principal payment date, the required amount of principal
6 coming due on such date.
7

8 (3) Simultaneously with the reserve account payments made pursuant to the
9 Prior Ordinances with respect to the First Lien Bonds, the City shall also deposit with the
10 Commission in the Series 2025 Bonds Reserve Account, if not fully funded upon issuance of the
11 Series 2025 Bonds, on the first day of each month, commencing on the date provided in the
12 Supplemental Resolution, an amount equal to 1/120th of the Series 2025 Bonds Reserve
13 Requirement, until the amount in the Series 2025 Bonds Reserve Account equals the Series 2025
14 Bonds Reserve Requirement; provided that, no further payments shall be made into the Series
15 2025 Bonds Reserve Account when there shall have been deposited therein, and as long as there
16 shall remain on deposit therein, an amount equal to the Series 2025 Bonds Reserve Requirement.
17

18 (4) The City shall next make the interest payments pursuant to the Prior
19 Ordinances with respect to the Second Lien Bonds.
20

21 (5) The City shall next make the principal payments pursuant to the Prior
22 Ordinances with respect to the Second Lien Bonds.
23

24 (6) The City shall next make the reserve account payments made pursuant to
25 the the Prior Ordinances with respect to the Second Lien Bonds.
26

27 (7) The City shall next, on the first day of each month, transfer from the
28 Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement
29 Fund, an amount equal to 2 1/2% of the Gross Revenues each month (as previously set forth in the
30 Prior Ordinances and not in addition thereto), exclusive of any payments for account of any
31 Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all
32 other funds of the City or of the Depository Bank and shall be invested and reinvested in
33 accordance with the Ordinance. Withdrawals and disbursements may be made from the Renewal
34 and Replacement Fund for replacements, repairs, or improvements or extensions to the System;
35 provided that, any deficiencies in any Reserve Account, except to the extent such deficiency exists
36 because the required payments into such account have not, as of the date of determination of a
37 deficiency, funded such account to the maximum extent required hereof, shall be promptly
38 eliminated with moneys from the Renewal and Replacement Fund.
39

40 (8) The Issuer shall next, on the first day of each month, transfer from the
41 Revenue Fund and remit to the Depository Bank for deposit in the Cash Working Capital Reserve
42 the amount required, if any, to fund or maintain the Cash Working Capital Reserve at the required
43 level. All funds in the Cash Working Capital Reserve shall be kept separate and apart from all
44 other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in
45 accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Cash
46 Working Capital Reserve for such purposes as permitted by the laws and regulations of the State

1 in effect at such time.

2
3 Moneys in the respective Sinking Funds shall be used only for the purposes of
4 paying principal of and interest on the respective series of Bonds as the same shall become due.
5 Moneys in the respective Reserve Accounts shall be used only for the purposes of paying principal
6 of and interest on the respective series of Bonds as the same shall become due, when other moneys
7 in the respective Sinking Funds are insufficient therefor, and for no other purpose.

8
9 All investment earnings on moneys in the respective Reserve Accounts shall be
10 transferred, not less than once each year, to the Bonds Construction Trust Fund prior to completion
11 of the Project and thereafter, to the respective Sinking Funds.

12
13 Any withdrawals from the respective Reserve Accounts which result in a reduction
14 in the balance therein to below the applicable reserve requirement shall be subsequently restored
15 from the first Net Revenues available after all required payments to the respective Sinking Funds
16 for payment of debt service on the Series 2025 Bonds have been made in full.

17
18 As and when additional Bonds ranking on a parity with the Series 2025 A Bonds
19 are issued, provision shall be made for additional payments into the respective sinking funds
20 sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at
21 maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the
22 requirement therefor.

23
24 The City shall not be required to make any further payments into the Series 2025
25 A Bonds Sinking Fund or into the Series 2025 A Bonds Reserve Account therein when the
26 aggregate amount of funds therein are at least equal to the aggregate principal amount of the
27 Series 2025 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if
28 any, to accrue until the maturity thereof.

29
30 The Commission is hereby designated as the fiscal agent for the administration of
31 the Series 2025 A Bonds Sinking Fund and the Series 2025 A Bonds Reserve Account created
32 hereunder, and all required amounts shall be remitted to the Commission from the Revenue Fund
33 by the City at the times provided herein.

34
35 The City shall remit from the Revenue Fund to the Commission, the Registrar, the
36 Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying
37 Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be
38 necessary to pay their respective charges and fees then due. In the case of payments to the
39 Commission under this paragraph, the Issuer shall, make the necessary arrangements whereby such
40 required payments shall be automatically debited from the Revenue Fund and electronically
41 transferred to the Commission on the dates required.

42
43 Moneys in the Sinking Funds and the Reserve Accounts shall be invested and
44 reinvested by the Commission in accordance with Section 4.05 hereof.

1 If, on any monthly payment date, the revenues are insufficient to place the required
2 amount in any of the funds or accounts as provided herein and in the Prior Ordinances, the
3 deficiency shall be made up in subsequent payments, in addition to the payments which would
4 otherwise be required to be made into the funds and accounts on subsequent payment dates.

5
6 Interest, principal or reserve payments, whether made for a deficiency or otherwise,
7 shall be made on a parity and pro rata, with respect to the First Lien Bonds and the Series 2025
8 Bonds and thereafter, with respect to the Second Lien Bonds, in accordance with the respective
9 principal amounts then Outstanding.

10
11 The City shall on the first day of each month (if the first day is not a business day,
12 then the first business day of each month) deposit with the Commission the required interest,
13 principal and reserve account payments.

14
15 Except as provided above and in the Supplemental Resolution, all sinking fund,
16 reserve account, and renewal and replacement fund payments shall remain as governed by the
17 Prior Ordinances.

18
19 The Gross Revenues of the System shall only be used for purposes of the System.

20
21 All Tap Fees shall be deposited in the Revenue Fund and may be used for any
22 lawful purpose of the System.

23
24 Section 4.06. Investments. Any moneys held as a part of the funds and accounts
25 created by this Ordinance, other than the Revenue Fund, shall be invested and reinvested by the
26 Commission, the Depository Bank or such other bank or national banking association holding such
27 fund or account, as the case may be, at the direction of the City in any Qualified Investments to
28 the fullest extent possible under applicable laws, this Ordinance, the Prior Ordinances, the need
29 for such moneys for the purposes set forth herein and the specified restrictions and provisions set
30 forth in this Section 4.06.

31
32 Except as provided below, any investment shall be held in and at all times deemed
33 a part of the fund or account in which such moneys were originally held, and the interest accruing
34 thereon and any profit or loss realized from such investment shall be credited or charged to the
35 appropriate fund or account. The investments held for any fund or account shall be valued at the
36 lower of cost or then current market value, or at the redemption price thereof if then redeemable
37 at the option of the holder, including the value of accrued interest and giving effect to the
38 amortization of discount. The Commission, the Depository Bank or such other bank or national
39 banking association, as the case may be, shall sell and reduce to cash a sufficient amount of such
40 investments whenever the cash balance in any fund or account is insufficient to make the payments
41 required from such fund or account, regardless of the loss of such liquidation. The Depository
42 Bank or such other bank or national banking association may make any and all investments
43 permitted by this section through its own investment or trust department and shall not be
44 responsible for any losses from such investments, other than for its own negligence or willful
45 misconduct.

1 The following specific provisions shall apply with respect to any investments made
2 under this section (unless otherwise required by the Bond Insurer and as set forth in the
3 Supplemental Resolution):
4

5 (A) Qualified Investments acquired for the Series 2025 Bonds Reserve Account
6 shall mature or be subject to retirement at the option of the holder within not more than 5 years
7 from the date of such investment.
8

9 (B) The City, through the Board, shall, or shall cause the Bond Commission to,
10 annually transfer from the Series 2025 Bonds Reserve Account, during construction to the
11 Construction Fund and thereafter to the Sinking Fund any earnings on the monies deposited therein
12 and any other funds in excess of the Series 2025 Bonds Reserve Requirement; provided, however,
13 that there shall at all times remain on deposit in the Series 2025 Bonds Reserve Account an amount
14 at least equal to the Reserve Requirement for the Series 2025 Bonds as set forth in the
15 Supplemental Resolution.
16

17 (C) In computing the amount in any fund or account, Qualified Investments
18 shall be valued at the lower of the cost or the market price, exclusive of accrued interest. Valuation
19 of all funds and accounts shall occur annually, except in the event of a withdrawal from the Series
20 2025 Bonds Reserve Account, whereupon it shall be valued immediately after such withdrawal. If
21 amounts on deposit in the Series 2025 Bonds Reserve Account shall, at any time, be less than the
22 applicable Series 2025 Bonds Reserve Requirement, the Bond Insurer, if any, shall be notified
23 immediately of such deficiency, and such deficiency shall be made up from the first available
24 Gross Revenues after required deposits to the Sinking Fund and otherwise in accordance with
25 Section 4.03(3).
26

27 (D) All amounts representing accrued and capitalized interest shall be held by
28 the Bond Commission, pledged solely to the payment of interest on the Series 2025 Bonds, as
29 appropriate, and invested only in Government Obligations maturing at such times and in such
30 amounts as are necessary to match the interest payments to which they are pledged.
31

32 (E) Notwithstanding the foregoing, all monies deposited in the Series 2025
33 Bonds Sinking Fund may be invested by the Bond Commission in the West Virginia “consolidated
34 fund” managed by the West Virginia Investment Management Board pursuant to Chapter 12,
35 Article 6C of the Code of West Virginia, 1931, as amended.
36

37 ARTICLE V 38 DEFAULT AND REMEDIES 39

40 Section 5.01. Events of Default. Each of the following events shall constitute an
41 “Event of Default” with respect to the Series 2025 Bonds:
42

43 (1) If default occurs in the due and punctual payment of the principal of or
44 interest on the Series 2025 Bonds; or
45

1 (2) If default occurs in the City's observance of any of the covenants,
2 agreements or conditions on its part relating to the Series 2025 Bonds set forth in this Ordinance,
3 any supplemental resolution or in the Series 2025 Bonds, and such default shall have continued
4 for a period of 30 days after the City shall have been given written notice of such default by the
5 Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or
6 a Registered Owner of a Bond; or
7

8 (3) If the City files a petition seeking reorganization or arrangement under
9 the federal bankruptcy laws or any other applicable law of the United States of America; or
10

11 (4) If an Event of Default occurs with respect to the Prior Bonds or the Prior
12 Ordinances.
13

14 Section 5.02. Remedies. Upon the happening and continuance of any Event of
15 Default, any Registered Owner of a Series 2025 Bond or any Bond Insurer if the Series 2025 Bonds
16 are insured may exercise any available remedy and bring any appropriate action, suit or proceeding
17 to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then
18 due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered
19 Owners including the right to require the City to perform its duties under the Act and the Ordinance
20 relating thereto, including but not limited to the making and collection of sufficient rates or charges
21 for services rendered by the System, (iii) bring suit upon the Series 2025 Bonds; (iv) by action at
22 law or bill in equity require the City to account as if it were the trustee of an express trust for the
23 Registered Owners of the Series 2025 Bonds, and (v) by action or bill in equity enjoin any acts in
24 violation of the Bond Ordinance with respect to the Series 2025 Bonds, or the rights of such
25 Registered Owners; provided that, all rights and remedies of the Holders of the Series 2025 Bonds
26 shall be on a parity with those of the Registered Owners of the First Lien Bonds and senior and
27 prior to those of the Registered Owners of the Second Lien Bonds.
28

29 Section 5.03. Appointment of Receiver. Any Registered Owner of a Series 2025
30 Bond or any Bond Insurer if the Series 2025 Bonds are insured may, by proper legal action, compel
31 the performance of the duties of the City under the Ordinance and the Act, including, the
32 completion of the Project and the making and collection of sufficient rates and charges for services
33 rendered by the System and segregation of the revenues therefrom and the application thereof. If
34 there be any Event of Default with respect to the Series 2025 Bonds, any Registered Owner of a
35 Series 2025 Bond shall, in addition to all other remedies or rights, have the right by appropriate
36 legal proceedings to obtain the appointment of a receiver to administer the System or to complete
37 the acquisition and construction of the Project on behalf of the City, with the power to charge rates,
38 rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the
39 System, the payment of the Series 2025 Bonds and interest and the deposits into the funds and
40 accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in
41 conformity with the provisions of this Ordinance and the Act.
42

43 The receiver so appointed shall forthwith, directly or by his or her or its agents and
44 attorneys, enter into and upon and take possession of all facilities of the System and shall hold,
45 operate and maintain, manage and control such facilities, and each and every part thereof, and in

1 the name of the City exercise all the rights and powers of the City with respect to said facilities as
2 the City itself might exercise.

3
4 Whenever all that is due upon the Series 2025 Bonds and interest thereon and under
5 any covenants of this Ordinance for reserve, sinking or other funds and upon any other obligations
6 and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall
7 have been paid and made good, and all defaults under the provisions of this Ordinance shall have
8 been cured and made good, possession of the System shall be surrendered to the City upon the
9 entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner
10 of any Bonds shall have the same right to secure the further appointment of a receiver upon any
11 such subsequent default.

12
13 Such receiver, in the performance of the powers hereinabove conferred upon him
14 or her or it, shall be under the direction and supervision of the court making such appointment,
15 shall at all times be subject to the orders and decrees of such court and may be removed thereby,
16 and a successor receiver may be appointed in the discretion of such court. Nothing herein
17 contained shall limit or restrict the jurisdiction of such court to enter such other and further orders
18 and decrees as such court may deem necessary or appropriate for the exercise by the receiver of
19 any function not specifically set forth herein.

20
21 Any receiver appointed as provided herein shall hold and operate the System in the
22 name of the City and for the joint protection and benefit of the City and Registered Owners of the
23 Series 2025 Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise
24 dispose of any assets of any kind or character belonging or pertaining to the System, but the
25 authority of such receiver shall be limited to the completion of the Project and the possession,
26 operation and maintenance of the System for the sole purpose of the protection of both the City
27 and Registered Owners of such Bonds and the curing and making good of any Event of Default
28 with respect thereto under the provisions of this Ordinance, and the title to and ownership of the
29 System shall remain in the City, and no court shall have any jurisdiction to enter any order or
30 decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any
31 assets of the System.

32 33 ARTICLE VI 34 ADDITIONAL COVENANTS OF THE CITY 35

36 All the covenants, agreements and provisions of the Prior Ordinances shall remain
37 in full force and effect as long as the Prior Bonds and the Series 2025 Bonds are outstanding and
38 shall apply to the Series 2025 Bonds as if fully set out herein. The following covenants are
39 supplemental and in addition to the covenants set forth in the Prior Ordinances
40

41 Section 6.01. Bonds not to be Indebtedness of the City. The Series 2025 Bonds
42 shall not be nor constitute an indebtedness of the City within the meaning of any constitutional,
43 statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged
44 for such payment by this Bond Legislation. No Registered Owner of the Series 2025 Bonds shall
45 ever have the right to compel the exercise of the taxing power of the City to pay the Series 2025
46 Bonds or the interest thereon.

1
2 Section 6.02. Bonds Secured by Pledge of Net Revenues; Lien Positions with
3 Respect to Bonds. The payments required by the Series 2025 Bonds shall be secured by a first lien
4 on the Net Revenues derived from the System on a parity with the lien of such Net Revenues in
5 favor of the Holders of the First Lien Bonds and senior to the lien of the Second Lien Bonds. Such
6 Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other
7 payments for the Series 2025 Bonds and the Prior Bonds and to make all other payments provided
8 for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.
9

10 Section 6.03. Initial Schedule of Rates and Charges. The City has obtained any
11 and all approvals of rates and charges required by State law and has taken any other action required
12 to establish and impose such rates and charges, with all requisite appeal periods having expired
13 without successful appeal and shall provide an opinion of counsel to the City of such effect. Such
14 rates and charges shall be sufficient to comply with the requirements of the Bond Purchase
15 Agreement and the City shall supply a certificate of certified public accountant to such effect. The
16 initial schedule of rates and charges for the services and facilities of the System shall be as set
17 forth in the sewer rate ordinance of the City duly enacted on November 16, 2015, which rates are
18 incorporated herein by reference as a part hereof.
19

20 So long as the Series 2025 Bonds are outstanding, the City covenants and agrees to
21 fix and collect rates, fees and other charges for the use of the System and to take all such actions
22 necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation
23 and in compliance with the Bond Purchase Agreement. In the event the schedule of rates, fees and
24 charges initially established for the System in connection with the Series 2025 Bonds shall prove
25 to be insufficient to produce the required sums set forth in this Bond Legislation and the Bond
26 Purchase Agreement, the City hereby covenants and agrees that it will, to the extent or in the
27 manner authorized by law, immediately adjust and increase such schedule of rates, fees and
28 charges and take all such actions necessary to provide funds sufficient to produce the required
29 sums set forth in this Bond Legislation and the Bond Purchase Agreement.
30

31 The City shall diligently enforce and collect all fees, rentals or other charges for the
32 services and facilities of the System, and take all steps, actions and proceedings for the
33 enforcement and collection of such fees, rentals or other charges which shall become delinquent
34 to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service
35 Commission of West Virginia and other laws of the State of West Virginia.
36

37 Whenever any fees, rates, rentals or other charges for the services and facilities of
38 the System shall remain unpaid for a period of 20 days after the same shall become due and
39 payable, the property and the owner thereof, as well as the user of the services and facilities, shall
40 be delinquent until such time as all such rates and charges are fully paid. To the extent authorized
41 by the laws of the State and the rules and regulations of the Public Service Commission of West
42 Virginia, rates, rentals and other charges, if not paid when due, shall become a lien on the premises
43 served by the System. The City further covenants and agrees that, it will, to the full extent
44 permitted by law and the rules and regulations promulgated by the Public Service Commission of
45 West Virginia, discontinue and shut off the services of the System, and any services and facilities
46 of the water system, if so owned by the City, to all users of the services of the System delinquent

1 in payment of charges for the services of the System and will not restore such services of either
2 system until all delinquent charges for the services of the System, plus reasonable interest and
3 penalty charges for the restoration of service, have been fully paid and shall take all further actions
4 to enforce collections to the maximum extent permitted by law. If the waterworks facilities are
5 not owned by the City, the City will, to the extent allowed by law, use diligent efforts to enter into
6 a termination agreement with the provider of such water, subject to any required approval of such
7 agreement by the Public Service Commission of West Virginia and all rules, regulations and orders
8 of the Public Service Commission of West Virginia.

9
10 Section 6.04. Sale of the System. So long as the Series 2025 Bonds and the Prior
11 Bonds are outstanding and except as otherwise required by law or with the written consent of the
12 DEP and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of,
13 except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be
14 sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The
15 proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect
16 to the Series 2025 Bonds, immediately be remitted to the Commission for deposit in the Renewal
17 and Replacement Fund, and, with the written permission of the DEP and the Authority, or in the
18 event the Authority is no longer a Bondholder, the City shall direct the Commission to apply such
19 proceeds to the payment of principal of and interest, if any, on the Series 2025 Bonds. Any balance
20 remaining after the payment of the Series 2025 Bonds and interest, if any, thereon shall be remitted
21 to the City by the Commission unless necessary for the payment of other obligations of the City
22 payable out of the revenues of the System.

23
24 The foregoing provision notwithstanding, the City shall have and hereby reserves
25 the right to sell, lease or otherwise dispose of any of the property comprising a part of the System
26 hereinafter determined in the manner provided herein to be no longer necessary, useful or
27 profitable in the operation thereof. Prior to any such sale, lease or other disposition of such
28 property, if the amount to be received therefor, together with all other amounts received during the
29 same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of
30 \$10,000, the City shall, by resolution duly adopted, determine that such property comprising a part
31 of the System is no longer necessary, useful or profitable in the operation thereof and may then
32 provide for the sale of such property. The proceeds of any such sale shall be deposited in the
33 Renewal and Replacement Fund. If the amount to be received from such sale, lease or other
34 disposition of said property, together with all other amounts received during the same Fiscal Year
35 for such sales, leases or other dispositions of such properties, shall be in excess of \$10,000 but not
36 in excess of \$50,000, the City shall first, determine upon consultation with the Consulting
37 Engineers that such property comprising a part of the System is no longer necessary, useful or
38 profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted,
39 authorize such sale, lease or other disposition of such property in accordance with the laws of the
40 State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund.
41 The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the
42 amount required to be paid into said fund by other provisions of this Bond Legislation. No sale,
43 lease or other disposition of the properties of the System shall be made by the City if the proceeds
44 to be derived therefrom, together with all other amounts received during the same Fiscal Year for
45 such sales, leases, or other dispositions of such properties, shall be in excess of \$50,000 and
46 insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing

1 of the Holders of the Bonds then Outstanding. The City shall prepare the form of such approval
2 and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of
3 the sale, lease or other disposition of such properties of the System.
4

5 Section 6.05. Issuance of Other Obligations Payable Out of Revenues and General
6 Covenant Against Encumbrances. Except as provided in this Section 6.05 and Section 6.06 hereof,
7 the City shall not issue any obligations whatsoever payable from the revenues of the System which
8 rank prior to, or equally, as to lien on and source of and security for payment from such revenues
9 with the Series 2025 Bonds. All obligations issued by the City after the issuance of the Series
10 2025 Bonds and payable from the revenues of the System, except such additional parity Bonds,
11 shall contain an express statement that such obligations are junior and subordinate, as to lien on,
12 pledge and source of and security for payment from such revenues and in all other respects, to the
13 Series 2025 Bonds; provided, that no such subordinate obligations shall be issued unless all
14 payments required to be made into all funds and accounts set forth herein have been made and are
15 current at the time of the issuance of such subordinate obligations.
16

17 Except as provided above, the City shall not create, or cause or permit to be created,
18 any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being
19 on a parity with the lien of the Series 2025 Bonds, and the interest thereon, if any, upon any or all
20 of the income and revenues of the System pledged for payment of the Series 2025 Bonds and the
21 interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.
22

23 The City shall give the DEP and the Authority prior written notice of its issuance
24 of any other obligations to be used for the System, payable from the revenues of the System or
25 from any grants, or any other obligations related to the Project or the System.
26

27 Section 6.06. Parity Bonds. So long as the Prior Bonds are outstanding, the
28 limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be
29 applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued
30 after the issuance of the Series 2025 Bonds pursuant to this Bond Legislation, without the prior
31 written consent of the Authority and the DEP and without complying with the conditions and
32 requirements herein provided.
33

34 All Parity Bonds issued hereunder shall be on a parity in all respects with the Series
35 2025 Bonds.
36

37 No such Parity Bonds shall be issued except for the purpose of financing the costs
38 of the design, acquisition or construction of additions extensions, improvements or betterments to
39 the System or refunding any outstanding Bonds, or both such purposes.
40

41 No Parity Bonds shall be issued at any time, unless there has been procured and
42 filed with the City Clerk a written statement by the Independent Certified Public Accountants,
43 reciting the conclusion that the Net Revenues actually derived, subject to the adjustments
44 hereinafter provided for, from the System during any 12 consecutive months, within the 18 months
45 immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated
46 average increased annual Net Revenues expected to be received in each of the 3 succeeding years

1 after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be
2 less than 115% of the largest aggregate amount that will mature and become due in any succeeding
3 Fiscal Year for principal of and interest, if any, on the following:

4
5 (1) The Bonds then Outstanding;

6
7 (2) Any Parity Bonds theretofore issued pursuant to the provisions contained in
8 this Ordinance then Outstanding; and

9
10 (3) The Parity Bonds then proposed to be issued.

11
12 The “estimated average increased annual Net Revenues expected to be received in
13 each of the 3 succeeding years,” as that term is used in the computation provided in the above
14 paragraph, shall refer only to the increased Net Revenues estimated to be derived from the
15 improvements to be financed by such Parity Bonds and any increase in rates adopted by the City,
16 the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and
17 shall not exceed the amount to be stated in a certificate of the Independent Certified Public
18 Accountants, which shall be filed in the office of the City Clerk prior to the issuance of such Parity
19 Bonds.

20
21 The Net Revenues actually derived from the System during the 12-consecutive-
22 month period herein above referred to may be adjusted by adding to such Net Revenues such
23 additional Net Revenues which would have been received, in the opinion of the Independent
24 Certified Public Accountants, on account of increased rates, rentals, fees and charges for the
25 System adopted by the City, the time for appeal of which shall have expired prior to issuance of
26 such Parity Bonds.

27
28 All covenants and other provisions of this Bond Legislation (except as to details of
29 such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of
30 the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to
31 time within the limitations of and in compliance with this section. All Bonds, regardless of the
32 time or times of their issuance, shall rank equally with respect to their lien on the revenues of the
33 System and their source of and security for payment from said revenues, without preference of any
34 Bond over any other. The City shall comply fully with all the increased payments into the various
35 funds and accounts created in this Bond Legislation required for and on account of such Parity
36 Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond
37 Legislation.

38
39 Parity Bonds shall not be deemed to include bonds, notes, certificates or other
40 obligations subsequently issued, the lien of which on the revenues of the System is subject to the
41 prior and superior liens of the Series 2025 Bonds on such revenues. The City shall not issue any
42 obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior
43 to or, except in the manner and under the conditions provided in this section, equally, as to lien on
44 and source of and security for payment from such revenues, with the Series 2025 Bonds.

1 No Parity Bonds shall be issued at any time, however, unless all of the payments
2 into the respective funds and accounts provided for in this Bond Legislation with respect to the
3 Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have
4 been made in full as required to the date of delivery of the Parity Bonds, and the City then be in
5 full compliance with all the covenants, agreements and terms of this Bond Legislation.
6

7 Section 6.07. Books; Records and Audit. The City shall keep complete and
8 accurate records of the cost of the Project. The City shall permit the DEP and the Authority, or
9 their agents and representatives, to inspect all books, documents, papers and records relating to the
10 Project and the System at all reasonable times for the purpose of audit and examination. The City
11 shall submit to the DEP and the Authority such documents and information as they may reasonably
12 require in connection with the Project, the operation and maintenance of the System and the
13 administration of the loan or any grants or other sources of financing for the Project.
14

15 The City shall permit the DEP and the Authority, or their agents and
16 representatives, to inspect all records pertaining to the operation and maintenance of the System
17 at all reasonable times following completion of the Project, or, at any reasonable time following
18 commencement of the Project.
19

20 The City will keep books and records of the System, which shall be separate and
21 apart from all other books, records and accounts of the City, in which complete and correct entries
22 shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds issued
23 pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System
24 and all parts thereof and all records, accounts and data of the City relating thereto.
25

26 The accounting system for the System shall follow current generally accepted
27 accounting principles and safeguards to the extent allowed and as prescribed by the Public Service
28 Commission of West Virginia. Separate control accounting records shall be maintained by the
29 City. Subsidiary records as may be required shall be kept in the manner and on the forms, books
30 and other bookkeeping records as prescribed by the Governing Body. The Governing Body shall
31 prescribe and institute the manner by which subsidiary records of the accounting system which
32 may be installed remote from the direct supervision of the Governing Body shall be reported to
33 such agent of the City as the Governing Body shall direct.
34

35 The City shall file with the DEP, the Authority, or any other original purchaser of
36 the Series 2025 Bonds, and shall mail in each year to any Holder or Holders of the Series 2025
37 Bonds, requesting the same, an annual report containing the following:
38

39 (A) A statement of Gross Revenues, Operating Expenses, Net Revenues and
40 Surplus Revenues derived from and relating to the System.
41

42 (B) A balance sheet statement showing all deposits in all the funds and accounts
43 provided for in this Bond Legislation, and the status of all said funds and accounts.
44

45 (C) The amount of any Bonds, notes or other obligations outstanding.
46

1 The City shall also, at least once a year, cause the books, records and accounts of
2 the System to be audited by Independent Certified Public Accountants (and to the extent legally
3 required, in compliance with 2 CFR 200 Subpart F, or any successor thereto), and shall mail upon
4 request, and make available generally, the report of the Independent Certified Public Accountants,
5 or a summary thereof, to any Holder or Holders of the Series 2025 Bonds, and shall submit said
6 report to the DEP and the Authority, or any other original purchaser of the Series 2025 Bonds.
7 Such audit report submitted to the DEP and the Authority shall include a statement that the City is
8 in compliance with the terms and provisions of the Act, the Bond Purchase Agreement and this
9 Bond Legislation and that the revenues of the System are adequate to meet the City's Operating
10 Expenses and debt service and reserve requirements.
11

12 The City shall permit the DEP and the Authority, or their agents and
13 representatives, to enter and inspect the System at all reasonable times. Prior to, during and after
14 completion of the Project, the City shall also provide the DEP and the Authority, or their agents
15 and representatives, with access to the System site and System facilities as may be reasonably
16 necessary to accomplish all of the powers and rights of the DEP and the Authority with respect to
17 the System pursuant to the Act.
18

19 The City shall provide the DEP with all appropriate documentation to comply with
20 any special conditions established by federal and/or state regulations as set forth in EXHIBIT E of
21 the Bond Purchase Agreement for the Series 2025 Bonds or as promulgated from time to time.
22

23 Section 6.08. Coverage Requirement. Prior to the issuance of the Series 2025
24 Bonds, equitable rates or charges for the use of and service rendered by the System shall be
25 established all in the manner and form required by law, and copies of such rates and charges so
26 established will be continuously on file with the City Clerk, which copies will be open to inspection
27 by all interested parties. The schedule of rates and charges shall at all times be adequate to produce
28 Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed
29 payments into the funds created hereunder. Such schedule of rates and charges shall be changed
30 and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient
31 for such purposes. In order to assure full and continuous performance of this covenant, with a
32 margin for contingencies and temporary unanticipated reduction in income and revenues, the City
33 hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall
34 be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses
35 of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount
36 required in any year for payment of principal of and interest, if any, on the Series 2025 Bonds and
37 all other obligations secured by a lien on or payable from such revenues on a parity with or junior
38 to the Series 2025 Bonds, including the Prior Bonds; provided that, in the event that amounts equal
39 to or in excess of the reserve requirements are on deposit respectively in the Series 2025 Bonds
40 Reserve Account and the reserve accounts for obligations on a parity with or junior to the Series
41 2025 Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such
42 balance each year need only equal at least 110% of the maximum amount required in any year for
43 payment of principal of and interest, if any, on the Series 2025 Bonds and all other obligations
44 secured by a lien on or payable from such revenues on a parity with or junior to the Series 2025
45 Bonds, including the Prior Bonds. In any event, the City shall not reduce the rates or charges for
46 services described in Section 6.03.

1
2 Section 6.09. Operating Budget and Monthly Financial Report. The City shall
3 annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by
4 resolution a detailed, balanced budget of the estimated revenues and expenditures for operation
5 and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such
6 budget to the DEP and the Authority within 30 days of adoption thereof. No expenditures for the
7 operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts
8 provided therefor in such budget without a written finding and recommendation by a professional
9 engineer, which finding and recommendation shall state in detail the purpose of and necessity for
10 such increased expenditures for the operation and maintenance of the System, and no such
11 increased expenditures shall be made until the City shall have approved such finding and
12 recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the
13 amount of such budget shall be made except upon the further certificate of a professional engineer
14 that such increased expenditures are necessary for the continued operation of the System. The
15 City shall mail copies of such annual budget and all resolutions authorizing increased expenditures
16 for operation and maintenance to the DEP and the Authority and to any Holder of any Bonds,
17 within 30 days of adoption thereof, and shall make available such budgets and all resolutions
18 authorizing increased expenditures for operation and maintenance of the System at all reasonable
19 times to the DEP and the Authority and to any Holder of any Bonds, or anyone acting for and on
20 behalf of such Holder of any Bonds.

21
22 Commencing on the date the Contract is executed for the Project and for two years
23 following the completion of the Project, the City shall each month complete a "Monthly Financial
24 Report," a form of which is attached to the respective Bond Purchase Agreements, and forward a
25 copy of such report to the DEP and the Authority by the 10th day of each month. During
26 construction of Project, the City shall complete the Payment Requisition Forms and forward such
27 forms to DEP in compliance with construction schedule.

28
29
30 Section 6.10. Engineering Services and Operating Personnel. The City will obtain
31 a certificate of the Consulting Engineers in the form attached to the Bond Purchase Agreement,
32 stating, among other things, that the Project has been or will be constructed in accordance with the
33 approved plans, specifications and designs as submitted to the Authority and the Infrastructure
34 Council, the Project is adequate for the purposes for which it was designed, the funding plan as
35 submitted to the Authority and the Infrastructure Council is sufficient to pay the costs of
36 acquisition and construction of the Project, and all permits required by federal and state laws for
37 construction of the Project have been obtained.

38
39 The City shall provide and maintain competent and adequate engineering services
40 satisfactory to the Authority and the Infrastructure Council covering the supervision and
41 inspection of the development and construction of the Project and bearing the responsibility of
42 assuring that construction conforms to the plans, specifications and designs prepared by the
43 Consulting Engineers, which have been approved by all necessary governmental bodies. Such
44 engineer shall certify to the Infrastructure Council, the Authority and the City at the completion
45 of construction that construction of the Project is in accordance with the approved plans,
46 specifications and designs, or amendments thereto, approved by all necessary governmental

1 bodies.

2 The City shall employ qualified operating personnel properly certified by the State
3 to operate the System during the entire term of the Bond Purchase Agreement before the Project
4 is 50% complete.

5
6 Section 6.11. No Competing Franchise. To the extent legally allowable, the City
7 will not grant or cause, consent to or allow the granting of, any franchise or permit to any person,
8 firm, corporation, body, agency or instrumentality whatsoever for the providing of any services
9 which would compete with services provided by the System.

10
11 Section 6.12. Enforcement of Collections. The City will diligently enforce and
12 collect all fees, rentals or other charges for the services and facilities of the System, and take all
13 steps, actions and proceedings for the enforcement and collection of such fees, rentals or other
14 charges which shall become delinquent to the full extent permitted or authorized by the Act, the
15 rules and regulations of the Public Service Commission of West Virginia and other laws of the
16 State of West Virginia.

17
18 Whenever any fees, rates, rentals or other charges for the services and facilities of
19 the System shall remain unpaid for a period of 20 days after the same shall become due and
20 payable, the user of the services and facilities shall be delinquent until such time as all such rates
21 and charges are fully paid. To the extent authorized by the laws of the State and the rules and
22 regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if
23 not paid, when due, shall become a lien on the premises served by the System. The City further
24 covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations
25 promulgated by the Public Service Commission of West Virginia, discontinue and shut off the
26 services of the System to all users of the services of the System delinquent in payment of charges
27 for the services of the System and will not restore such services of any system until all delinquent
28 charges for the services of the System, plus reasonable interest and penalty charges for the
29 restoration of service, have been fully paid and shall take all further actions to enforce collections
30 to the maximum extent permitted by law. If the water or sewer facilities are not owned by the
31 City, the City shall enter into a termination agreement with the water and sewer providers, subject
32 to any required approval of such agreement by the Public Service Commission of West Virginia
33 and all rules, regulations and orders of the Public Service Commission of West Virginia.

34
35 Section 6.13. No Free Services. Except as required by law, the City will not
36 render or cause to be rendered any free services of any nature by the System, nor will any
37 preferential rates be established for users of the same class; and in the event the City, or any
38 department, agency, instrumentality, officer or employee of the City shall avail itself or themselves
39 of the facilities or services provided by the System, or any part thereof, the same rates, fees or
40 charges applicable to other customers receiving like services under similar circumstances shall be
41 charged the City and any such department, agency, instrumentality, officer or employee. The
42 revenues so received shall be deemed to be revenues derived from the operation of the System,
43 and shall be deposited and accounted for in the same manner as other revenues derived from such
44 operation of the System.

1 Section 6.14. Insurance. The City hereby covenants and agrees that so long as the
2 Series 2025 Bonds remain Outstanding, the City will, as an Operating Expense, procure, carry and
3 maintain insurance with a reputable insurance carrier or carriers as is customarily covered with
4 respect to works and properties similar to the System. Such insurance shall initially cover the
5 following risks and be in the following amounts:
6

7 (1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND
8 EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System
9 in an amount equal to the actual cost thereof. In time of war the City will also carry and maintain
10 insurance to the extent available against the risks and hazards of war. The proceeds of all such
11 insurance policies shall be placed in the Renewal and Replacement Fund and used only for the
12 repairs and restoration of the damaged or destroyed properties or for the other purposes provided
13 herein for the Renewal and Replacement Fund.
14

15 (2) PUBLIC LIABILITY INSURANCE, with limits of not less than
16 \$1,000,000 per occurrence to protect the City from claims for bodily injury and/or death and not
17 less than \$500,000 per occurrence from claims for damage to property of others which may arise
18 from the operation of the System, and insurance with the same limits to protect the City from
19 claims arising out of operation or ownership of motor vehicles of or for the System.
20

21 (3) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES
22 OF OR FOR THE SYSTEM ELIGIBLE THEREFOR.
23

24 (4) FLOOD INSURANCE, if the facilities of the System are or will be located
25 in designated special flood or mudslide-prone areas and to the extent available at reasonable cost
26 to the City.
27

28 (5) BUSINESS INTERRUPTION INSURANCE, to the extent available at
29 reasonable cost to the City.
30

31 (6) FIDELITY BONDS will be provided as to every officer, member and employee
32 of the City or the Governing Body having custody of the revenues or of any other funds of the
33 System, in an amount at least equal to the total funds in the custody of any such person at any one
34 time.
35

36 The City shall require all contractors engaged in the construction of the Project to
37 furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract
38 price of the portion of the Project covered by the particular contract as security for the faithful
39 performance of such contract. The City shall verify such bonds prior to commencement of
40 construction.
41

42 Section 6.15. Mandatory Connections. The mandatory use of the sewerage
43 facilities portion of the System is essential and necessary for the protection and preservation of the
44 public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the
45 economy of, the City and in order to assure the rendering harmless of sewage and water-borne
46 waste matter produced or arising within the territory served by the System. Accordingly, every

owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the PSC, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the City and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 6.16. Completion and Operation of Project; Permits and Orders. The City will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards. The City shall take all steps to properly operate and maintain the System and make the necessary replacements due to normal wear and tear so long as the Series 2025 Bonds are outstanding. All property interests constituting the Project and Project site shall at all times be and remain property of the City.

The City has obtained all permits required by State and federal laws for the acquisition and construction of the Project and all orders and approvals required by State law and the Council necessary for acquisition and construction of the Project, the operation of the System and all approvals for issuance of the Series 2025 Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the City shall provide an opinion of counsel to such effect.

The City shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia.

Section 6.17. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2025 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2025 Bonds and shall be on a parity with the First Lien Bonds and senior to the lien of the Second Lien Bonds.

Section 6.18. Compliance With Bond Purchase Agreement and Law. The City hereby covenants and agrees to perform, satisfy and comply with all terms, conditions and requirements of the Bond Purchase Agreement and all applicable laws, rules and regulations issued by the Authority, or other State, federal or local bodies in regard to the construction of the Project and operation, maintenance and use of the System.

1
2 Section 6.19. Tax Covenants. The City hereby further covenants and agrees as
3 follows:
4

5 A. PUBLIC PURPOSE BONDS. The City shall use the Series 2025 Bond
6 proceeds solely for the Project and as otherwise set forth herein, and the Project will be operated
7 solely as a public purpose and as local governmental activity of the City.
8

9 B. PRIVATE ACTIVITY BOND COVENANT. The City shall not permit at
10 any time or times any of the proceeds of the Series 2025 Bonds or any other funds of the City to
11 be used directly or indirectly in a manner which would result in the exclusion of the Series 2025
12 Bonds from the treatment afforded by Section 103(a) of the Code by reason of the classification
13 of the Series 2025 Bonds as “private activity bonds” within the meaning of the Code. The City
14 will take all actions necessary to comply with the Code in order to assure the tax-exempt status of
15 the Series 2025 Bonds.
16

17 C. PRIVATE BUSINESS USE LIMITATION. The City shall assure that (i)
18 not in excess of 10% of the Net Proceeds of the Series 2025 Bonds are used for Private Business
19 Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on
20 such Series 2025 Bonds during the term thereof is, under the terms of such Bonds or any underlying
21 arrangement, directly or indirectly, secured by any interest in property used or to be used for a
22 Private Business Use or in payments in respect of property used or to be used for a Private Business
23 Use or is to be derived from payments, whether or not to the City, in respect of property or
24 borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A)
25 in excess of 5% of the Net Proceeds of the Series 2025 Bonds are used for a Private Business Use,
26 and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2025
27 Bonds during the terms thereof is, under the terms of such Series 2025 Bonds or any underlying
28 arrangement, directly or indirectly, secured by any interest in property used or to be used for said
29 Private Business Use or in payments in respect of property used or to be used for said Private
30 Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property
31 or borrowed money used or to be used for said Private Business Use, then said excess over said
32 5% of Net Proceeds of the Series 2025 Bonds used for a Private Business Use shall be used for a
33 Private Business Use related to the governmental use of the System, or if the Series 2025 Bonds
34 are for the purpose of financing more than one project, a portion of the System, and shall not
35 exceed the proceeds used for the governmental use of that portion of the System to which such
36 Private Business Use is related. All of the foregoing shall be determined as provided for in the
37 Code.
38

39 D. PRIVATE LOAN LIMITATION. The City shall assure that not in excess
40 of the lesser of 5% of the Net Proceeds of the Series 2025 Bonds or \$5,000,000 is used, directly
41 or indirectly, to make or finance a loan (other than loan constituting Nonpurpose Investments) to
42 persons other than state or local government units.
43

44 E. FEDERAL GUARANTEE PROHIBITION. The City shall not take any
45 action or permit or suffer any action to be taken if the result of the same would be to cause the
46 Series 2025 Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

1
2 F. INFORMATION RETURN. The City shall file all statements, instruments
3 and returns necessary to assure the tax-exempt status of the Series 2025 Bonds, and the interest
4 thereon, including, without limitation, the information return required under Section 149(e) of the
5 Code.

6
7 G. FURTHER ACTIONS. The City shall take any and all actions that may be
8 required of it (including those deemed necessary by the Authority) so that the interest on the Series
9 2025 Bonds will be and remain excludable from gross income for federal income tax purposes,
10 and will not take any actions, or fail to take any actions (including those deemed necessary by the
11 Authority) which would adversely affect such exclusion.

12
13 Section 6.20. Rebate Covenant. The City is a governmental unit with general
14 taxing powers to finance operations of or facilities of the nature of the Project and the System. As
15 covenanted above, the Series 2025 Bonds are not private activity bonds within the meaning of the
16 Code, and ninety-five percent (95%) or more of the net proceeds (as defined in the Code) of the
17 Series 2025 Bonds will be used for local governmental activities of the City (or of a governmental
18 unit the jurisdiction of which is entirely within the jurisdiction of the City). The City reasonably
19 expects to expend the proceeds of the Series 2025 Bonds within the time period that would provide
20 an exception from the rebate requirements of Section 148(f) of the Code. Notwithstanding the
21 foregoing, if the City is in fact subject to such rebate requirements, the City hereby covenants to
22 rebate to the United States the amounts required by the Code and to take all steps necessary to
23 make such rebates. In the event the City fails to make such rebates as required, the City shall pay
24 any and all penalties and obtain a waiver from the Internal Revenue Service in order to maintain
25 the tax-exempt status of interest on the Series 2025 Bonds.

26
27 Section 6.21. Arbitrage. The City covenants that (i) it will restrict the use of the
28 proceeds of the Series 2016 A Bonds in such manner and to such extent as may be necessary, so
29 that such Series 2025 Bonds will not constitute “arbitrage bonds” under Section 148 of the Code
30 and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it
31 (including, without implied limitation, the timely filing of a Federal information return with respect
32 to such Bonds) so that the interest on the Series 2025 Bonds will be and remain excluded from
33 gross income for Federal income tax purposes, and will not take any actions which would adversely
34 affect such exclusion.

35
36 Section 6.22. Tax Certificate and Rebate. The City shall deliver a certificate of
37 arbitrage, a tax certificate or other similar certificate (the “Tax Certificate”) to be prepared by
38 nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other
39 tax matters as a condition to issuance of any series of Series 2025 Bonds. In addition, the City
40 covenants to comply with all Regulations from time to time in effect and applicable to the Series
41 2025 Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and
42 covenants to take such actions, and refrain from taking such actions, as may be necessary to fully
43 comply with such Section 148(f) of the Code and such Regulations, regardless of whether such
44 actions may be contrary to any of the provisions of this Ordinance.

1 The City shall calculate, annually, the rebatable arbitrage, determined in accordance
2 with Section 148(f) of the Code. Upon completion of each such annual calculation, the City or the
3 Board shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to
4 cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be
5 subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall
6 be paid from investment earnings on the underlying fund or account established hereunder and on
7 which such rebatable arbitrage was earned or from other lawfully available sources.
8 Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of
9 any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States.
10 The City shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable
11 arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that
12 there are any amounts remaining in the Rebate Fund following all such payments required by the
13 preceding sentence, the Depository Bank shall pay said amounts to the City to be used for any
14 lawful purpose of the System. The City shall remit payments to the United States in the time and
15 at the address prescribed by the Regulations as the same may be in time to time in effect with such
16 reports and statements as may be prescribed by such Regulations. In the event that, for any reason,
17 amounts in the Rebate Fund are insufficient to make the payments to the United States which are
18 required, the City shall assure that such payments are made by the City to the United States, on a
19 timely basis, from any funds lawfully available therefor. The City at its expense, may provide for
20 the employment of independent attorneys, accountants or consultants compensated on such
21 reasonable basis as the City may deem appropriate in order to assure compliance with this Section
22 6.11. The City shall keep and retain, or cause to be kept and retained, records of the determinations
23 made pursuant to this Section 6.11 in accordance with the requirements of Section 148(f) of the
24 Code and such Regulations. In the event the City fails to make such rebates as required, the City
25 shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a
26 waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of
27 interest on the Series 2025 Bonds from gross income for federal income tax purposes.
28

29 The Depository Bank shall keep complete and accurate records of all funds,
30 accounts and investments, and shall distribute to the City, at least once each year (or more often if
31 reasonably requested by the City), a summary of such funds, accounts and investment earnings.
32 The City shall retain all such records and any additional records with respect to such funds,
33 accounts and investment earnings so long as any of the Series 2025 Bonds are Outstanding and as
34 long thereafter as necessary to comply with the Code and assure the exclusion of interest on the
35 Series 2025 Bonds from gross income for federal income tax purposes.
36

37 The City shall submit to the Authority, if it is the Original Purchaser, within 15
38 days following the end of each Bond Year a certified copy of its rebate calculation and certificate
39 with respect thereto or, if the City qualifies for the small governmental issue exception to rebate
40 or any other exception therefrom, then the City shall submit to the Authority a certificate stating
41 that it is exempt from such rebate provisions and that no event has occurred to its knowledge during
42 the Bond Year which would make the Series 2025 Bonds subject to rebate. The City shall also
43 furnish to the Authority, at any time, such additional information relating to rebate as may be
44 reasonably requested by the Authority, including information with respect to earnings on all funds
45 constituting “gross proceeds” of the Series 2025 Bonds (as such term “gross proceeds” is defined
46 in the Code).

1
2 Section 6.23. Securities Laws Compliance. If required by the Supplemental
3 Resolution the City will provide the Original Purchaser, in a timely manner, with any and all
4 information that may be requested of it (including its annual audit report, financial statements,
5 related information and notices of changes in usage and customer base) so that the Original
6 Purchaser may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240). The City
7 will also deliver a continuing disclosure agreement or certificate in form acceptable to the Original
8 Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as amended from time to time.
9

10 Section 6.24. Defeasance of Bonds. If the City shall pay or cause to be paid, or
11 there shall otherwise be paid, to the Registered Owners of the Series 2025 Bonds, the principal
12 thereof, and redemption premium, if applicable, and interest due or to become due thereon, at the
13 times and in the manner stipulated therein and in this Ordinance, then the pledge of Net Revenues
14 and any other moneys and securities pledged under this Ordinance and all covenants, agreements
15 and other obligations of the City to the Registered Owners shall thereupon cease, terminate and
16 become void and be discharged and satisfied, except as may otherwise be necessary to assure the
17 exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes.
18

19 Bonds for the payment of which either moneys in an amount which shall be
20 sufficient, or securities the principal of and the interest on which, when due, will provide moneys
21 which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier
22 time, shall be sufficient, to pay as and when due the respective principal of and interest on such
23 Series 2025 Bonds shall be deemed to have been paid within the meaning and with the effect
24 expressed in the first paragraph of this section. All Series 2025 Bonds shall, prior to the maturity
25 thereof, be deemed to have been paid within the meaning and with the effect expressed in the first
26 paragraph of this section if there shall have been deposited with the Commission or an escrow
27 trustee either moneys in an amount which shall be sufficient, or securities the principal of and the
28 interest on which, when due, will provide moneys which, together with the moneys, if any,
29 deposited with the Commission or said escrow trustee at the same or earlier time shall be sufficient,
30 to pay when due the principal of, any redemption premium on and interest due and to become due
31 on said Series 2025 Bonds on and prior to the maturity date thereof, or if the City irrevocably
32 determines to redeem any of said Series 2025 Bonds prior to the maturity thereof, on and prior to
33 said redemption date. Neither securities nor moneys deposited with the Commission or an escrow
34 trustee pursuant to this section nor principal or interest payments on any such securities shall be
35 withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the
36 principal of and interest on said Series 2025 Bonds; provided, that any cash received from such
37 principal, redemption premium, if any, and interest payments on such securities deposited with the
38 Commission or said escrow trustee, if not then needed for such purpose, shall, to the extent
39 practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when
40 due the principal of and redemption premium, if any, and interest to become due on said Series
41 2025 Bonds on and prior to such maturity or redemption dates thereof, and interest earned from
42 such reinvestments shall be paid over to the City as received by the Commission or said escrow
43 trustee, free and clear of any trust, lien or pledge. For the purpose of this section, securities means
44 and include only Government Obligations or such additional securities as shall be set forth in the
45 Supplemental Resolution.
46

1 Section 6.25. Contracts. The City shall, simultaneously with the delivery of the
2 Series 2025 Bonds or immediately thereafter, enter into written contracts for the immediate
3 acquisition or construction of the Project.
4

5 Section 6.26. Continuing Disclosure Agreement. If required by the Supplemental
6 Resolution, the City shall deliver a continuing disclosure agreement or certificate in form
7 acceptable to the Original Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as it
8 may be amended from time to time, and the City hereby instructs the Mayor and Sanitary Board
9 to take all actions necessary for the City to comply with the continuing disclosure agreement and
10 to make the filings with EMMA.
11

12 Section 6.27. Contracts; Change Orders, Public Releases.
13

14 A. The City shall, simultaneously with the delivery of the Series 2025 Bonds
15 or immediately thereafter, enter into contracts with the Consulting Engineer for the immediate
16 acquisition and construction of the Project.
17

18 B. The City shall list the funding provided by the DEP and the Authority in
19 any press release, publication, program bulletin, sign or other public communication that
20 references the Project, including but not limited to any program document distributed in
21 conjunction with any ground breaking or dedication of the Project.
22

23 ARTICLE VII
24 REGISTRAR
25

26 Section 7.01. Appointment of Registrar. The Registrar for the Series 2025 Bonds
27 shall be appointed pursuant to the Supplemental Resolution. The City is hereby authorized and
28 directed to enter into an agreement with the Registrar, the substantial form of which agreement is
29 to be approved by Supplemental Resolution.
30

31 Section 7.02. Responsibilities of Registrar. The recitals of fact in the Series 2025
32 Bonds shall be taken as statements of the City, and the Registrar shall not be responsible for their
33 accuracy. The Registrar shall not be deemed to make any representation as to, and shall not incur
34 any liability on account of, the validity of the execution of any Series 2025 Bonds by the City.
35 Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its
36 Certificate of Authentication and Registration on the Series 2025 Bonds. The Registrar and any
37 successor thereto shall agree to perform all the duties and responsibilities spelled out in this
38 Ordinance and any other duties and responsibilities incident thereto, all as provided by said
39 agreement described above.
40

1 Section 7.03. Evidence on Which Registrar May Act. Except as otherwise
2 provided herein, the Registrar shall be protected in acting upon any notice, resolution, request,
3 consent, order, certificate, opinion or other document believed by it to be genuine and to have been
4 signed or presented by the proper party or parties. Whenever the Registrar shall deem it necessary
5 or desirable that a fact or matter be proved or established prior to taking or suffering any action,
6 such fact or matter, unless other evidence is specifically prescribed, may be deemed to be
7 conclusively proved and established by a certificate of an Authorized Officer of the City, but in its
8 discretion the Registrar may instead accept other evidence of such fact or matter.

9
10 Section 7.04. Compensation and Expenses. The City shall pay to the Registrar
11 from time to time reasonable compensation for all services, including the transfer of registration
12 of Series 2025 Bonds, the first exchange of Bonds and the exchange of Bonds in the event of partial
13 redemption, incurred in the performance of its duties hereunder.

14
15 Section 7.05. Certain Permitted Acts. The Registrar may become the owner of or
16 may deal in Series 2025 Bonds as fully and with the same rights it would have if it were not
17 Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any
18 of its officers or directors to act as a member of, or in any other capacity with respect to, any
19 committee formed to protect the rights of the Registered Owners or effect or aid in any
20 reorganization growing out of the enforcement of the Series 2025 Bonds or this Ordinance,
21 whether or not any such committee shall represent the Registered Owners of a majority in principal
22 amount of the Series 2025 Bonds Outstanding.

23
24 Section 7.06. Resignation of Registrar. The Registrar may at any time resign and
25 be discharged of its duties and obligations under this Ordinance by giving not less than 60 days'
26 written notice to the City. A copy of such notice shall also be mailed to each Registered Owner.
27 Such resignation shall take effect upon the day specified in such notice unless a successor shall
28 have been previously appointed by the City or the Registered Owners, in which event such
29 resignation shall take effect immediately; provided that, in no event shall such resignation take
30 effect until a successor has been appointed and has accepted its duties as Registrar.

31
32 Section 7.07. Removal. The Registrar may be removed at any time by the City,
33 the Bond Insurer or the Registered Owners of a majority in principal amount of the Series 2025
34 Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly
35 acknowledged by the City, by the Bond Insurer or by such Registered Owners or their attorneys
36 duly authorized in writing and delivered to the City, the Bond Insurer or the Registered Owners,
37 as the case may be. Copies of each such instrument shall be delivered by the City to the Registrar.
38 Such removal shall take effect upon the date stated in such instrument; provided that, in no event
39 shall such removal take effect until a successor has been appointed and has accepted its duties as
40 Registrar.

41
42 Section 7.08. Appointment of Successor. In case at any time the Registrar shall
43 resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or
44 insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be
45 appointed, or if any public officer or court shall take charge or control of the Registrar or of its
46 property or affairs, a successor may be appointed by the Registered Owners of a majority in

1 principal amount of the Series 2025 Bonds then Outstanding by an instrument or concurrent
2 instruments in writing signed by such Registered Owners or their attorneys duly authorized in
3 writing and delivered to the City and such successor Registrar, notification thereof being given to
4 the predecessor Registrar. Pending such appointment, the City shall forthwith appoint a Registrar
5 to fill such vacancy until a successor Registrar shall be appointed by such Registered Owners. A
6 copy of such notice shall also be mailed to each Registered Owner of the Series 2025 Bonds. Any
7 successor Registrar appointed by the City shall, immediately and without further act, be superseded
8 by a Registrar appointed by such Registered Owners. If in a proper case no appointment of a
9 successor Registrar shall be made within 45 days after the Registrar shall have given to the City
10 written notice of resignation or after the occurrence of any other event requiring such appointment,
11 the Registrar or any Registered Owner may apply to any court of competent jurisdiction to appoint
12 a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust
13 company or national banking association authorized to perform the duties imposed upon it by this
14 Ordinance.
15

16 Section 7.09. Transfer of Rights and Property to Successor. Any predecessor
17 Registrar shall pay over, assign and deliver any moneys, books and records held by it to its
18 successor.
19

20 Section 7.10. Merger or Consolidation. Any company into which the Registrar
21 may be merged or converted or with which it may be consolidated or any company resulting from
22 any merger, conversion or consolidation to which it shall be a party, or any company to which the
23 Registrar or any public officer or court may sell or transfer all or substantially all of its corporate
24 trust business, shall be the successor to such Registrar without the execution or filing of any paper
25 or the performance of any further act; provided, however, that such company shall be a bank, trust
26 company or national banking association meeting the requirements set forth in Section 7.08 hereof.
27

28 Section 7.11. Adoption of Authentication. In case any of the Series 2025 Bonds
29 shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate
30 of Authentication and Registration executed by any predecessor Registrar and deliver such Bonds
31 so authenticated, and, in case any Series 2025 Bonds shall have been prepared but not
32 authenticated, any successor Registrar may authenticate such Series 2025 Bonds in the name of
33 the predecessor Registrar or in its own name.
34

35 ARTICLE VIII 36 MISCELLANEOUS 37

38 Section 8.01. Modification or Amendment. Prior to the issuance of the Series 2025
39 Bonds, this Ordinance may be amended or supplemented in any way by a Supplemental
40 Resolution. All provisions required by the Original Purchaser or the Bond Insurer, if any, shall be
41 set forth in the Supplemental Resolution and to the extent they constitute an amendment or
42 modification of this Ordinance, shall be controlling. Following issuance of the Series 2025 Bonds,
43 no material modification or amendment of this Ordinance or of any ordinance or resolution
44 amendatory hereof or supplemental hereto which would materially and adversely affect the rights
45 of Registered Owners shall be made without the consent in writing of the Registered Owners of
46 the Series 2025 Bonds then Outstanding and to be affected by said modification; provided,

1 however, that no change shall be made in the maturity of any Series 2025 Bonds or the rate of
2 interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the
3 City to pay such principal and interest out of the Net Revenues of the System without the consent
4 of the Registered Owner thereof. Notwithstanding the foregoing, this Ordinance may be amended
5 without the consent of any Registered Owner as may be necessary to assure compliance with
6 Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to
7 assure the exclusion of interest on the Series 2025 Bonds from gross income of the Registered
8 Owners thereof.

9
10 Section 8.02. Severability of Invalid Provisions. If any section, paragraph, clause
11 or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the
12 remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2025 Bonds.
13

14 Section 8.03. Repeal of Conflicting Ordinances. All ordinances, resolutions and
15 orders, or parts thereof, other than the Prior Ordinances, in conflict with this Ordinance are, to the
16 extent of such conflict, repealed.
17

18 Section 8.04. Covenant of Due Procedure. The City covenants that all acts,
19 conditions, things and procedures required to exist, to happen, to be performed or to be taken
20 precedent to and in the final enactment and passage of this Ordinance do exist, have happened,
21 have been performed and have been taken in regular and due time, form and manner as required
22 by and in full compliance with the laws and Constitution of the State of West Virginia applicable
23 thereto; and that the Mayor, the City Clerk and members of Council and the Sanitary Board were
24 at all times when any actions in connection with this Ordinance occurred, and are, duly in office
25 and duly qualified for such office.
26

27 Section 8.05. Statutory Notice and Public Hearing. Upon adoption hereof, the
28 abstract of this Ordinance in the form set forth in Exhibit B attached hereto and incorporated herein
29 by reference, shall be published once a week for two successive weeks, with at least 6 full days
30 intervening between each publication, in the Charleston Gazette-Mail, a qualified newspaper
31 published and of general circulation in The City of Charleston, together with a notice stating that
32 this Ordinance has been adopted and that the City contemplates the issuance of the Series 2025
33 Bonds, and that any person interested may appear before the Council upon a certain date, not less
34 than 10 days subsequent to the date of the first publication of such abstract of this Ordinance and
35 notice, and present protests, and that a certified copy of this Ordinance is on file with the City for
36 review by interested persons during office hours of the City. The Council hereby determines that
37 the abstract contains sufficient information as to give notice of the contents hereof. At such
38 hearing, all objections and suggestions shall be heard and the Council shall take such action as it
39 shall deem proper in the premises.
40

41 Section 8.06. Effective Date. This Ordinance shall take effect immediately
42 following public hearing and final reading hereof.
43

44 [Remainder of page intentionally left blank]
45

1 **EXHIBIT A**

2
3 DESCRIPTION OF PROJECT

4
5 MAGAZINE BRANCH SANITARY SEWER IMPROVEMENTS PROJECT
6 DESCRIPTION
7

8 The Charleston Sanitary Board's Magazine Branch Sanitary Sewer Improvements Project
9 consists of two separate phases for the planning, design, acquisition and construction of certain
10 extensions, additions, betterments and improvements to its existing sewerage system, including
11 but not limited to, the replacement and or rehabilitation of existing sewers in the following areas,
12 Phase 1: Garrison Avenue (between Edgewood Drive and terminus); Atlantic Street; Amaron
13 Street; Beulah Street; Pacific Street; Crestlyn Drive; Earle Street; Spreigel Drive; Melrose Drive;
14 Charmac Drive; Wood Road; Summit Drive; and Edgewood Drive; and to the extent that moneys
15 and/or bond proceeds are available for Phase 2: Garrison Avenue (between Crescent Road and
16 Edgewood Drive) and Rockaway Road; provided, that the work will further include all necessary
17 appurtenances; further provided, that to the extent that funds remain available, extensions,
18 additions, betterments and improvements to the remaining portion of the existing sewer system.
19

1 EXHIBIT B

2
3 THE CITY OF CHARLESTON, WEST VIRGINIA
4 NOTICE OF PUBLIC HEARING AND ABSTRACT OF BOND ORDINANCE
5

6 Notice is hereby given to any person interested that on _____, 2025, the
7 Council of The City of Charleston, West Virginia (the "City") adopted an ordinance which, among
8 other things:
9

10 1. Authorized the design, acquisition and construction of certain extensions,
11 additions, betterments and improvements (the "Project") to the City's existing sewerage system
12 (the "System"), the permanent financing of such costs thereof through the issuance of not more
13 than [\$30,000,000] in aggregate principal amount of Sewerage System Revenue Bonds, in one or
14 more series (the "Bonds").
15

16 2. Directed that the Bonds be issued in such principal amounts, not to exceed
17 [\$30,000,000], bear interest at such rate or rates, not exceeding the then legal maximum rate,
18 mature on such dates and in such amounts and be redeemable, in whole or in part, as prescribed in
19 a supplemental resolution.
20

21 3. Directed the disposition of the System revenues; provided for the payment
22 of operating expenses of the System and debt service on the Bonds; directed the creation of a
23 sinking fund and a reserve account for the Bonds; and directed the creation of a bond construction
24 trust fund and the disbursement of Bond proceeds.
25

26 4. Provided that the Bonds shall not be or constitute a corporate indebtedness
27 of the City within the meaning of any statutory or constitutional limitations, but shall be payable
28 solely from the Net Revenues of the System; pledged the Net Revenues of the System to payment
29 of the Bonds and established the rights of the registered owners of the Bonds to such Net Revenues;
30 and
31

32 5. Provided for insurance coverage on the Project and the System,
33 enforcement of collection of fees, rates or other charges for the System and other covenants in
34 favor of the registered owners; and established the events of default and the remedies of the
35 registered owners.
36

37 The City contemplates the issuance of the Bonds described in, and under the
38 conditions set forth in the Ordinance abstracted above. Any person interested may appear before
39 the Council of The City of Charleston at a _____ meeting on _____, 2025, at _____ p.m.,
40 in the Council Chambers, City Hall, Charleston, West Virginia, and present protests and be heard
41 as to whether the above-described Ordinance shall be put into effect. A certified copy of the
42 Ordinance as adopted by the Council of City on _____, 2025, is on file with the City Clerk
43 for review by interested persons at the City Hall during regular office hours, to-wit: 8:00 a.m. to
44 4:00 p.m., Monday through Friday.
45

46 /s/_____
47 City Clerk of The City of Charleston, West Virginia

Bill No. 8057

Introduced in Council:

Passed by Council:

June 2, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 AN ORDINANCE WITH RESPECT TO APPROVING
2 THE MAGAZINE BRANCH SANITARY SEWER
3 REPLACEMENT AND REHABILITATION PROJECT.
4

5 WHEREAS, the Sanitary Board is pursuing a sewer replacement and rehabilitation project
6 in the Magazine Branch area of the City of Charleston which is necessary to correct older, failing
7 sewer collection lines and is necessary for the health and welfare of the citizens of the City of
8 Charleston (the “Magazine Branch Project”); and

9 WHEREAS, Chapter 24, Article 2, Section 11(l) of the Code of West Virginia, 1931, as
10 amended, provides that the Council of the City of Charleston shall read the proposed construction
11 and the proposed rates, fees and charges at two meetings, with at least two weeks between each
12 meeting, with a public hearing to be conducted with or following the second reading, and that
13 enactment of the proposed construction and the proposed rates, fees and charges shall follow an
14 affirmative vote of the governing body and shall be effective no sooner than forty-five days
15 following the action of the governing body; and

16 WHEREAS, the Magazine Branch Project consists of two separate Phases and consists of
17 work including the planning, design, acquisition and construction of certain extensions, additions,
18 betterments and improvements to its existing sewerage system, including but not limited to, the
19 replacement and or rehabilitation of existing sewers in the areas of: Phase 1: Garrison Avenue
20 (between Edgewood Drive and terminus); Atlantic Street; Amaron Street; Beulah Street; Pacific

1 Street; Crestlin Drive; Earle Street; Spreigel Drive; Melrose Drive; Charmac Drive; Wood Road;
2 Summit Drive; and Edgewood Drive; and Phase 2: Garrison Avenue (between Crescent Road and
3 Edgewood Drive) and Rockaway Road; provided, that the work will further include all necessary
4 appurtenances; further provided, that to the extent that funds remain available, extensions,
5 additions, betterments and improvements to the remaining portion of the existing sewer system;
6 and

7 WHEREAS, the Sanitary Board is not proposing an increase in its rates, fees and charges
8 to support the Magazine Branch Project, thus the rates, fees and charges previously approved by
9 the Council of the City of Charleston for the Sanitary Board will be charged;

10 **Now, therefore, be it ordained by the Council of the City of Charleston, West Virginia:**

11 Section 1. That the construction of the Sanitary Board's Magazine Branch Sewer Replacement
12 and Rehabilitation Project consisting of two separate Phases and consisting of work including the
13 planning, design, acquisition and construction of certain extensions, additions, betterments and
14 improvements to its existing sewerage system, including but not limited to, the replacement and
15 or rehabilitation of existing sewers in the areas of: Phase 1: Garrison Avenue (between Edgewood
16 Drive and terminus); Atlantic Street; Amaron Street; Beulah Street; Pacific Street; Crestlin Drive;
17 Earle Street; Spreigel Drive; Melrose Drive; Charmac Drive; Wood Road; Summit Drive; and
18 Edgewood Drive; and Phase 2: Garrison Avenue (between Crescent Road and Edgewood Drive)
19 and Rockaway Road; provided, that the work will further include all necessary appurtenances;
20 further provided, that to the extent that funds remain available, extensions, additions, betterments
21 and improvements to the remaining portion of the existing sewer system is hereby authorized and
22 approved; and

Section 2. That, in accordance with the requirements of Chapter 24, Article 2, Section 11 of the Code of West Virginia, 1931, as amended, the approval of the proposed construction shall be effective no sooner than 45 days from the date of said approval; and

Section 3. This Ordinance shall be effective immediately upon adoption.

First Reading: _____

Adopted on Second Reading: _____

Mayor Amy Shuler Goodwin

City Clerk Miles Cary

**PETITION OF THE SANITARY BOARD
OF THE CITY OF CHARLESTON, WEST VIRGINIA**

TO THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA:

Pursuant to the provisions of Chapter 24, Article 2, Section 11(l) of the Code of West Virginia, 1931, as amended, the Sanitary Board of the City of Charleston, West Virginia (the "Sanitary Board") hereby petitions the Council of the City of Charleston to enact an ordinance (the "Project Ordinance") which shall:

(a) authorize the construction of the Sanitary Board's Magazine Branch Sanitary Sewer Improvements Project as follows:

Two separate phases for the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to its existing sewerage system, including but not limited to, the replacement and or rehabilitation of existing sewers in the following areas: Phase 1: Garrison Avenue (between Edgewood Drive and terminus); Atlantic Street; Amaron Street; Beulah Street; Pacific Street; Crestlyn Drive; Earle Street; Spreigel Drive; Melrose Drive; Charmac Drive; Wood Road; Summit Drive; and Edgewood Drive; and to the extent that moneys and/or bond proceeds are available for Phase 2: Garrison Avenue (between Crescent Road and Edgewood Drive) and Rockaway Road; provided, that the work will further include all necessary appurtenances; further provided, that to the extent that funds remain available, extensions, additions, betterments and improvements to the remaining portion of the existing sewer system;

and

(b) contain such other provisions as may be necessary in the premises.

THE SANITARY BOARD OF THE CITY
OF CHARLESTON, WEST VIRGINIA

By: _____

Mayor of the City of Charleston and
Ex-Officio Chairwoman

Member

Engineer-Member

April 10, 2025

21501301

**PETITION OF THE SANITARY BOARD
OF
THE CITY OF CHARLESTON, WEST VIRGINIA**

TO THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA:

Pursuant to the provisions of Chapter 16, Article 13, Section 5 of the Code of West Virginia, 1931, as amended, the Sanitary Board (the "Sanitary Board") of The City of Charleston, West Virginia (the "City"), hereby petitions the Council of the City (the "Council") to enact an ordinance or ordinances (the "Ordinance") which shall:

(A) authorize the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to the City's existing sewerage system (the "System");

(B) authorize the construction of the Sanitary Board's Magazine Branch Sanitary Sewer Improvements Project, set forth in Exhibit A hereto (the "Magazine Branch Project") and incorporated herein by reference, in one or more phases;

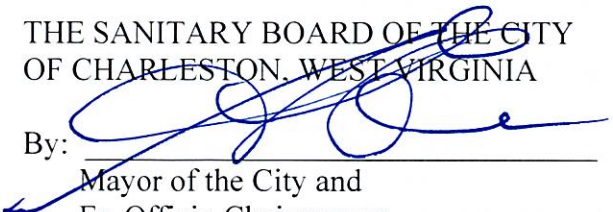
(C) authorize the issuance of not to exceed \$30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds, in one or more series as may be required, of The City of Charleston, the proceeds of which, shall be used, along with other funds and moneys of, or available to, the Sanitary Board which may be lawfully expended for such purposes, to permanently finance the cost of such planning, design, acquisition and construction of the Magazine Branch Project, to fund reserve accounts for such bonds and to pay other costs in connection therewith;

(D) contain such other provisions as may be necessary in the premises.

The Sanitary Board respectfully represents to the Council that one of the two persons appointed to the Sanitary Board by the Council is a registered professional engineer.

WITNESS our signatures on this 10th day of April, 2025.

THE SANITARY BOARD OF THE CITY
OF CHARLESTON, WEST VIRGINIA

By: 

Mayor of the City and
Ex-Officio Chairwoman


Member

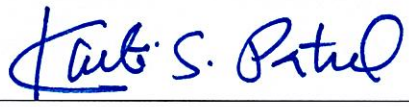

Engineer-Member

EXHIBIT A

DESCRIPTION OF PROJECT

MAGAZINE BRANCH SANITARY SEWER IMPROVEMENTS PROJECT DESCRIPTION

The Charleston Sanitary Board's Magazine Branch Sanitary Sewer Improvements Project consists of two separate phases for the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to its existing sewerage system, including but not limited to, the replacement and or rehabilitation of existing sewers in the following areas, Phase 1: Garrison Avenue (between Edgewood Drive and terminus); Atlantic Street; Amaron Street; Beulah Street; Pacific Street; Crestlyn Drive; Earle Street; Spreigel Drive; Melrose Drive; Charmac Drive; Wood Road; Summit Drive; and Edgewood Drive; and to the extent that moneys and/or bond proceeds are available for Phase 2: Garrison Avenue (between Crescent Road and Edgewood Drive) and Rockaway Road; provided, that the work will further include all necessary appurtenances; further provided, that to the extent that funds remain available, extensions, additions, betterments and improvements to the remaining portion of the existing sewer system.

1 Resolution No. 25-055

4 Introduced in Council:

6 July 7, 2025

8 Introduced by:

10 Joseph Jenkins

Adopted by Council:

Referred to:

14 Resolution No. 25-055 - A resolution supplementing Ordinance No. 8056, passed by the Council
15 of The City of Charleston, West Virginia, on June 16, 2025; which supplemented Ordinance No.
16 4423 passed by the Council of The City of Charleston, West Virginia, on March 6, 1989, as
17 supplemented by Ordinance No. 4506 passed by the Council on November 6, 1989, by
18 Ordinance No. 4954 passed by the Council on May 3, 1993, by Ordinance No. 6276 passed by
19 the Council on September 3, 1996, by Ordinance No. 6349 passed by the Council on June 2,
20 1997, by Ordinance No. 6532 passed by the Council on November 16, 1998, by Ordinance No.
21 6544 passed by the Council on February 1, 1999, by Ordinance No. 6670 passed by the Council
22 on February 5, 2001, by Ordinance No. 6777 passed by the Council on March 19, 2001, by
23 Ordinance No. 6948 passed by the Council on November 4, 2002, by Ordinance No. 6977 passed
24 by the Council on May 19, 2003, by Ordinance No. 7132 passed by the Council on March 7,
25 2005, by Ordinance No. 7490 passed by the Council on September 6, 2011, by Ordinance No.
26 7560 passed by the Council on February 19, 2013, by Ordinance No. 7680 passed by the Council
27 on February 16, 2016, and by Ordinance No. 7866, passed by the Council of The City of
28 Charleston, West Virginia, on February 18, 2020; authorizing the design, acquisition and
29 construction of certain extensions, additions, betterments and improvements to the existing
30 sewerage system of The City of Charleston; authorizing the issuance of not more than
31 \$30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds, in one or more
32 series as designated in a supplemental resolution, of The City of Charleston, the proceeds of
33 which, shall be used, along with other funds and moneys of, or available to, The City of
34 Charleston which may be lawfully expended for such purposes, to permanently finance the cost
35 of such design, acquisition and construction, to fund reserve accounts for such bonds and to pay
36 other costs in connection therewith; providing for the rights and remedies of and security for the
37 registered owners of such bonds; and adopting other provisions related thereto.

39 WHEREAS, the Council (the "Council") of The City of Charleston, West
40 Virginia (the "City"), on June 16, 2025, adopted Ordinance No. 8056, (the "Ordinance"),
41 authorizing the issuance of The City of Charleston Sewerage System Revenue Bonds, in an
42 aggregate principal amount not to exceed \$30,000,000, in one or more series, to permanently
43 finance the cost of design, acquisition and construction of certain extensions, additions,
44 betterments and improvements to the sewerage system of the City (the "Project");

45 WHEREAS, capitalized terms used herein and not otherwise defined herein shall
46 have the same meaning set forth in the Ordinance when used herein;

1 WHEREAS, the Ordinance provided for the issuance by the City of its Sewerage
2 System Revenue Bonds, Series 2025 A, in the aggregate principal amount of not more than
3 \$30,000,000 (the "Series 2025 A Bonds"), for the purposes of paying a portion of the costs of
4 acquisition and construction of additions, betterments and improvements to the System,
5 capitalizing interest on the Series 2025 A Bonds, if any, funding a reserve account for the Series
6 2025 A Bonds and paying costs of issuance thereof, all in accordance with Chapter 16, Article 13
7 of the Code of West Virginia, 1931, as amended (the "Act");

8 WHEREAS, the Ordinance, pursuant to Section 6 of the Act, directed the City
9 Clerk to publish an abstract of the Ordinance (the "Abstract"), together with a notice that the
10 Ordinance has been adopted, that the City contemplates the issuance of the Series 2025 A Bonds
11 as described in the Ordinance and that any person interested may appear before the Council upon
12 a certain day and present protests (the "Notice");

13 WHEREAS, the Ordinance required that the Abstract and Notice be published as
14 a Class II legal advertisement in the Charleston Gazette-Mail, a newspaper published and of
15 general circulation in the City, and the first publication of such Abstract and Notice was to be not
16 less than ten (10) days before the date set by the Ordinance and the Notice at which interested
17 persons may appear before the Council and present protests, and the last publication of such
18 Abstract and Notice was to be prior to said date set by the Ordinance and the Notice;

19 WHEREAS, the Ordinance and the Notice provided for a public hearing to be
20 held at 7:00 p.m., prevailing time, on July 7, 2025, in Council Chambers in City Hall; and

21 WHEREAS, the Council deems it essential and desirable that this resolution (the
22 "Supplemental Resolution") be adopted, that the Ordinance shall be placed into effect, and that
23 other matters relating to the Bonds be herein provided for.

24 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE**
25 **CITY OF CHARLESTON:**

26 Section 1. It is hereby found and determined that:

27 (A) The Abstract and Notice were duly published in the Charleston Gazette-
28 Mail, a newspaper published and of general circulation in the City, with the first publication
29 thereof being on June 26, 2025, which date is not less than ten (10) days before the day set by the
30 Ordinance and the Notice for the public hearing, at which interested persons may appear before
31 the Council and present protests and suggestions and, the second being on July 3, 2025, which
32 publication thereof being prior to said date set by the Ordinance and the Notice for the public
33 hearing, and the Affidavit of Publication reflecting such publications is incorporated herein by
34 reference;

35 (B) In accordance with the Ordinance and the Notice, the City Clerk has
36 maintained in his office a certified copy of the Ordinance for review by interested persons during
37 the regular office hours of such office;

38 (C) In Council Chambers, City Hall, Charleston, West Virginia, on July 7,
39 2025, at 7:00 p.m. prevailing time, in accordance with the Ordinance and the Notice, the Council

1 met for the purpose of hearing protests and suggestions regarding whether the Ordinance should
2 be put into effect and heard all protests and suggestions with regard thereto;

3 (D) At the public hearing, no significant reasons were presented that would
4 require modification or amendment of the Ordinance and no written protest with regard thereto
5 was filed by 30 percent or more of the freeholders of the City; and

6 (E) The Ordinance shall be put into effect as of the date hereof and the Series
7 2025 A Bonds contemplated thereby shall be issued, all as provided in the Ordinance and this
8 Supplemental Resolution.

9 Section 2. This Supplemental Resolution shall take effect immediately upon
10 adoption hereof.

Resolution No. 25-056

Introduced in Council:

July 7, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 25-056 - Authorizing the Mayor to enter into a Lease Agreement with Star USA Federal Credit Union for the right of way on the north side of Cantley Drive approximately forty-four (44) feet wide and four hundred fifty (450) feet long.

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

That the Mayor is hereby authorized to enter into a Lease Agreement with Star USA Federal Credit Union for the right of way on the north side of Cantley Drive approximately forty-four (44) feet wide and four hundred fifty (450) feet long, which is attached hereto as Exhibit A.

LEASE AGREEMENT

This Lease Agreement (hereinafter “Agreement”) is made on this _____ day of _____, 2025, by and between the **CITY OF CHARLESTON**, a West Virginia municipal corporation, party of the first part (hereinafter “Lessor”), and **STAR USA FEDERAL CREDIT UNION**, a federally chartered credit union, party of the second part (hereinafter “Lessee”). The above parties may be referred to collectively as the “Parties”.

WHEREAS, the City right of way on the north side of Cantley Drive in the City of Charleston extends beyond the current needs of the City of Charleston; and

WHEREAS, the City Council for the City of Charleston previously approved Resolution No. 352-87 on March 17, 1987, authorizing and directing the Mayor to execute a Lease between the City of Charleston and NCR Corp., for the lease of a right of way approximately forty-four (44) feet wide, situate on the north side of Cantley Drive, Charleston (attached hereto as Exhibit A); and

WHEREAS, that certain Lease authorized by Resolution No. 352-87 was entered into on April 6, 1987, for a term of thirty (30) years, which on its terms expired in 2017, but which the successors to NCR Corp. have continued to operate under in good faith; and

WHEREAS, the Parties desire to enter into this Agreement extending the Lease and updating the terms to account for the change in parties and circumstances.

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1: LEASE OF PROPERTY

1.1 Lease; Possession and Use.

Lessor hereby leases the Property as described in section 1.2 to Lessee upon the terms and conditions set forth herein and as contained in any subsequent amendment or schedule. During the term of this Agreement, the Property shall remain a public right of way, but general possession to the property shall be in Lessee, subject to Lessor’s legal title and interest under this Agreement, until such time as the Agreement expires or is terminated.

1.2 Property Description.

The Property subject to this Agreement is as follows:

That certain right of way situate on the north side of Cantley Drive, City of Charleston, Kanawha County, West Virginia, being approximately forty-four (44) feet wide, and adjacent to Cantley Drive for four hundred fifty (450) feet.

The Property is further depicted in the map included with the attached Exhibit A, which is incorporated herein and made a part hereof.

ARTICLE 2: TERM; TERMINATION

2.1 Term.

The term of this Agreement shall commence on the Date set forth above and be for a period of thirty (30) years, unless terminated by the Lessor pursuant to section 2.2.

2.2 Termination.

In the event that it is necessary for the Lessor to widen the street by paving or installing sidewalks adjacent to the leased right of way, the Lessor may terminate this Agreement upon thirty (30) days written notice to the Lessee and may remove any trees, bushes, shrubs, or signage for the purpose of widening the street or sidewalk or installation of storm sewers. If this occurs, Lessee agrees to relocate any landscaping and signage to a mutually agreeable location. Upon termination of this Agreement as provided herein, all of Lessee's right, title and interest in and to the applicable property shall terminate.

ARTICLE 3: USAGE

3.1 Landscaping.

The Lessee agrees to landscape the Property and maintain the right of way in good condition. Grass, trees, bushes and shrubs are the only landscaping features that shall be allowed in the area.

3.2 Signage.

The Lessee has erected signage within the Property and shall maintain the two ground signs previously authorized in Attachment A, namely one that is no larger than eight (8) feet wide and six (6) feet in height and the other that is not larger than three (3) feet wide and five (5) feet in height.

3.3 Driveway Drainage.

The Lessee is expressly authorized to conduct driveway trench and piping work within the Property in order to address water drainage in the area in a manner approved by the City Engineer.

ARTICLE 4: REPRESENTATIONS; WARRANTIES

4.1 Representations and Warranties.

Lessee shall be deemed to make the following representations and warranties to Lessor with respect to this Agreement Lease:

Lessee is in good standing with the City of Charleston, the State of West Virginia, and the United States of America, in reference to outstanding debts, licensing and taxes. This Agreement has been duly executed and delivered by and constitutes the valid and binding obligations of Lessee, enforceable against Lessee in accordance with its respective terms. The Lessee represents that it will not violate any state or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee.

4.2 Taxation.

Lessee shall pay all real and personal property taxes levied against Lessee's real and personal property and all business and occupation and other taxes and fees imposed on Tenant's operations. In the event the Lessor is ever assessed real property taxes or personal property taxes related to the Leased Property, Lessee agrees to pay said taxes on behalf of the Lessor.

ARTICLE 5: INSURANCE; HOLD HARMLESS

5.1 Liability and Property Insurance.

Lessee shall, at its own expense, procure and maintain continuously in effect during the full lease Term: (a) general liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to its improvements on the Property sufficient to protect Lessor and its successors and assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and (b) insurance against all risks of physical loss or damage to the Property as Lessor may require (including all risk casualty and property insurance) in an amount equal to the greater of the full replacement cost of said property. All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any material change in the coverage (including cancellation or non-renewal) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its successors and assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its successors and assigns as sole lender loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. For the avoidance of doubt, Lessee's insurance shall be the primary insurance on all claims related to the Property.

5.2 Hold Harmless.

The Lessee acknowledges all the risks, responsibilities and liabilities associated with maintaining the Property. The Lessee agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, this Agreement and the Property. Therefore, the Lessee hereby releases, acquits, and forever discharges the Lessor, the City and its predecessors, successors, affiliated companies and entities, agents, attorneys, managers, advisors, parents, subsidiaries, officers, directors, employees, assigns, partners, departments, and sponsors (collectively, "the Releasees") for any and all claims, insurance claims, demands, allegations, suits, actions, causes of action and liability in any way, including attorney's fees, relating to or arising from maintenance of the Property. the Lessee expressly waives any right to make a claim related to this Agreement in any forum against the City and its legal representatives, agents, employees, assigns, partners, departments, and sponsors.

ARTICLE 6: ASSIGNMENT; SUBLEASING

6.1 Assignment and Subleasing.

This Agreement may not be assigned, subleased, sold, transferred, or pledged by Lessee to any third-party without prior written consent by the Lessor.

ARTICLE 7: EASEMENT RESERVED

7.1 Storm and Sanitary Sewers.

The City hereby reserves an easement within the Property for the Lessor, its agents or assigns, to lay, construct, and maintain storm sewers or sanitary sewers as deemed necessary by the Lessor.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 Notices.

All written notices to be given under this Agreement shall be given (a) personally, or (b) by mail in registered or certified form, with postage prepaid, in each case to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as approved by the Parties. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, or, if given personally or by courier, when delivered.

8.2 Severability.

In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason

of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

8.3 Entire Agreement and Amendments.

This Agreement contains the entire Agreement between the Parties and is not modified or changed by any oral promises or statements. The Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

8.4 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

8.5 Further Assurances and Corrective Instruments.

Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to confirm, establish, reestablish, continue or complete any interests reasonably at issue in this Agreement.

8.6 Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Kanawha County, West Virginia. The Parties agree to participate in good-faith mediation to resolve any potential issues arising out of this Agreement and/or pertaining to the leased property herein described before initiating any judicial proceedings.

By the duly-authorized signatures below, the Lessor and Lessee hereby agree and accept the terms set forth in this Agreement and acknowledge that they are freely signing this Agreement after reading and understanding the entire Agreement.

CITY OF CHARLESTON

**STAR USA FEDERAL CREDIT
UNION**

[Lessor]

[Lessee]

Amy Shuler Goodwin, Mayor

Dan Smithson, President

Date

Date

SANITARY SEWER EASEMENT

THIS EASEMENT AGREEMENT, made this ____ day of _____, 2025, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, parties of the first part (whether singular or plural) and THE SANITARY BOARD OF THE CITY OF CHARLESTON, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the Board, its heirs, successors, or assigns, a perpetual easement and right-of-way ten feet (10') in width, five feet (5') on each side of the centerline of the pipeline to be installed, on, over, across, under and through lands owned by the party of the first part, situate in Kanawha County, West Virginia, running approximately 60-feet in length, for the purpose of constructing, installing, operating, maintaining, repairing, replacing, and removing a sewer line and all appurtenances thereto, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled EASEMENT EXHIBIT, dated 5-30-2025. The property which is subject to this easement was conveyed to the parties of the first part by a deed, which is of record in the Office of the Clerk of the County Commission in Deed Book 1452, at page 363.

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

The said parties of the first part further grant and convey unto said Board, its heirs, successors, assigns, and/or contractors (a) the unrestricted right of ingress, egress and regress, to and from said right-of-way and easement for all purposes and at all times to respond to emergencies and, otherwise at all reasonable times, and (b) a temporary construction right-of-way and easement of such width as is reasonable and necessary to carry out the construction, installation, repair, or

replacement of all or part of the above-described sewer lines. The said parties of the first part do also grant and convey unto the said Board, its heirs, successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, installation, operation, maintenance, removal, and replacement of the sewer pipeline or lines proposed to be laid on said right-of-way and easement.

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

1. The parties of the first part, subject to (a) the capacity of said sewer line, (b) the capacity of the system into which said line flows and (c) restrictions of the Board and regulatory authorities, all at such time of connection in the future, shall be permitted to tap said sewer line and use the same for the benefit of their property described above, upon payment of a connection fee in effect at the time of such connection and, as established by the Board, upon payment of such sewer user charges as are, or may be fixed by ordinances or by rules of the Board, to use the sewer for service for their property only. The Board shall not be required to bear any portion of expenses incurred by the parties of the first part in constructing a sewer line to the sewer tap.
2. The parties of the first part retain the right to use and enjoy the lands described above through which the sewer easement extends for purposes not inconsistent with the rights herein granted to the Board. The parties of the first part agree to the following:
 - (a) not to construct improvements on the easement or to take any other action which would interfere with the sewer line and the rights of the Board to construct, install, operate, maintain, repair, or remove the sewer line;
 - (b) not to plant trees or other vegetation which could damage the sewer line or interfere with the rights herein granted; and
 - (c) not to alter the ground profile of the land within the easement without the written consent of the Board.

3. The rights herein granted include the right of ingress and egress over the lands of the parties of the first part to and from the easement for the purpose of constructing, installing, operating, maintaining, repairing, replacing and removing the sewer line. The rights herein granted further include the right to use reasonable portions of the lands of the parties of the first part immediately adjacent to the easement for said purpose.
4. The Board, upon completion of any construction, installation, operation, maintenance, repair, replacement or removal of the sewer line, agrees that it will do the following:
 - (a) restore the property of the parties of the first part, only to the extent such restoration is compatible with the easement and right-of-way granted herein, to its condition immediately prior to the construction, installation, operation, maintenance, repair, replacement or removal of the said sewer, as nearly as reasonably possible;
 - (b) repair, replace or compensate the parties of the first part for any damage to any building, structure or other improvements which are not encroachments on this easement;
 - (c) reseed, re-sod or compensate the parties of the first part for damage to any established lawn;
 - (d) repair, replace or compensate the parties of the first part for damage to sidewalks, driveways or other pavements, and any underground structure or appurtenances thereto which are not encroachments on this easement; and
 - (e) replace, restore or compensate the parties of the first part for damage to any trees or shrubbery on their land but off the easement area provided for herein, caused by any acts of ingress and egress onto the subject easement.

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

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

WITNESS the execution of this easement agreement on the day and year above written.

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, _____, a Notary Public in and for the said County, do hereby certify that _____ whose name(s) is/are signed to the foregoing writing, bearing date the _____ day of _____, 2025, has/have this day acknowledged the same before me in said County.

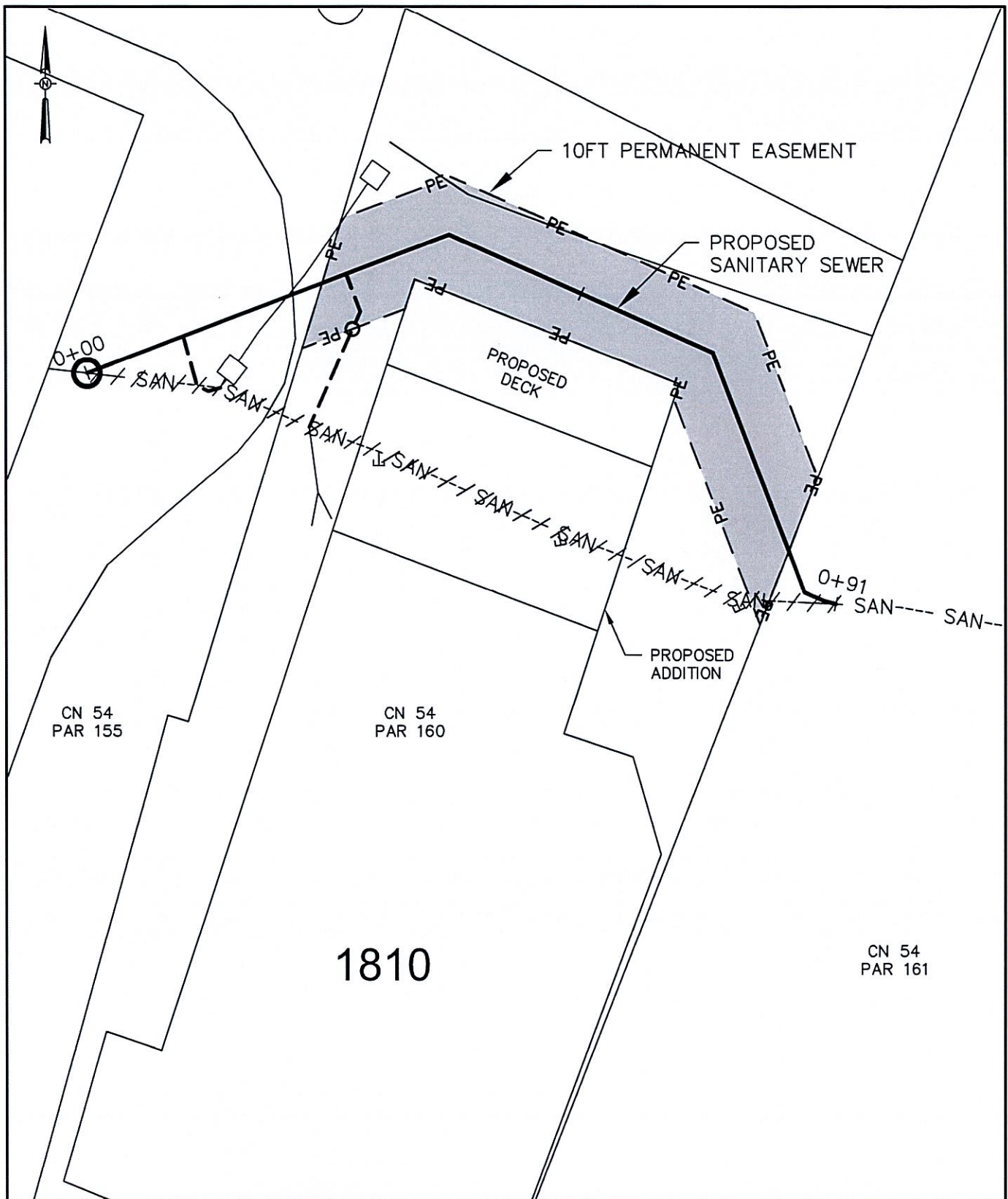
Given under my hand this _____ day of _____, 2025.

My Commission Expires: _____, _____.

— Notary Public

(NOTARIAL SEAL)

This instrument was prepared by:
Representatives of The Sanitary Board
of the City of Charleston, West Virginia
208 26th Street
Charleston, WV 25387-1818



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



TITLE: EASEMENT EXHIBIT
CHARLESTON NORTH
DISTRICT 10
MAP NO. 54
PAR 160

JOB NO.	N / A
SCALE:	NONE
DATE:	5-30-2025
SHEET NO. 1	OF 1

SANITARY SEWER EASEMENT

THIS EASEMENT AGREEMENT, made this ____ day of _____, 2025, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, parties of the first part (whether singular or plural) and THE SANITARY BOARD OF THE CITY OF CHARLESTON, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the Board, its heirs, successors, or assigns, a perpetual easement and right-of-way ten feet (10') in width, five feet (5') on each side of the centerline of the pipeline to be installed, on, over, across, under and through lands owned by the party of the first part, situate in Kanawha County, West Virginia, running approximately 50-feet in length, for the purpose of constructing, installing, operating, maintaining, repairing, replacing, and removing a sewer line and all appurtenances thereto, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled EASEMENT EXHIBIT, dated 5-30-2025. The property which is subject to this easement was conveyed to the parties of the first part by a deed, which is of record in the Office of the Clerk of the County Commission in Deed Book 2962, at page 900.

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

The said parties of the first part further grant and convey unto said Board, its heirs, successors, assigns, and/or contractors (a) the unrestricted right of ingress, egress and regress, to and from said right-of-way and easement for all purposes and at all times to respond to emergencies and, otherwise at all reasonable times, and (b) a temporary construction right-of-way and easement of such width as is reasonable and necessary to carry out the construction, installation, repair, or

replacement of all or part of the above-described sewer lines. The said parties of the first part do also grant and convey unto the said Board, its heirs, successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, installation, operation, maintenance, removal, and replacement of the sewer pipeline or lines proposed to be laid on said right-of-way and easement.

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

1. The parties of the first part, subject to (a) the capacity of said sewer line, (b) the capacity of the system into which said line flows and (c) restrictions of the Board and regulatory authorities, all at such time of connection in the future, shall be permitted to tap said sewer line and use the same for the benefit of their property described above, upon payment of a connection fee in effect at the time of such connection and, as established by the Board, upon payment of such sewer user charges as are, or may be fixed by ordinances or by rules of the Board, to use the sewer for service for their property only. The Board shall not be required to bear any portion of expenses incurred by the parties of the first part in constructing a sewer line to the sewer tap.
2. The parties of the first part retain the right to use and enjoy the lands described above through which the sewer easement extends for purposes not inconsistent with the rights herein granted to the Board. The parties of the first part agree to the following:
 - (a) not to construct improvements on the easement or to take any other action which would interfere with the sewer line and the rights of the Board to construct, install, operate, maintain, repair, or remove the sewer line;
 - (b) not to plant trees or other vegetation which could damage the sewer line or interfere with the rights herein granted; and
 - (c) not to alter the ground profile of the land within the easement without the written consent of the Board.

3. The rights herein granted include the right of ingress and egress over the lands of the parties of the first part to and from the easement for the purpose of constructing, installing, operating, maintaining, repairing, replacing and removing the sewer line. The rights herein granted further include the right to use reasonable portions of the lands of the parties of the first part immediately adjacent to the easement for said purpose.
4. The Board, upon completion of any construction, installation, operation, maintenance, repair, replacement or removal of the sewer line, agrees that it will do the following:
 - (a) restore the property of the parties of the first part, only to the extent such restoration is compatible with the easement and right-of-way granted herein, to its condition immediately prior to the construction, installation, operation, maintenance, repair, replacement or removal of the said sewer, as nearly as reasonably possible;
 - (b) repair, replace or compensate the parties of the first part for any damage to any building, structure or other improvements which are not encroachments on this easement;
 - (c) reseed, re-sod or compensate the parties of the first part for damage to any established lawn;
 - (d) repair, replace or compensate the parties of the first part for damage to sidewalks, driveways or other pavements, and any underground structure or appurtenances thereto which are not encroachments on this easement; and
 - (e) replace, restore or compensate the parties of the first part for damage to any trees or shrubbery on their land but off the easement area provided for herein, caused by any acts of ingress and egress onto the subject easement.

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

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

WITNESS the execution of this easement agreement on the day and year above written.

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, _____, a Notary Public in and for the said County, do hereby certify that _____ whose name(s) is/are signed to the foregoing writing, bearing date the _____ day of _____, 2025, has/have this day acknowledged the same before me in said County.

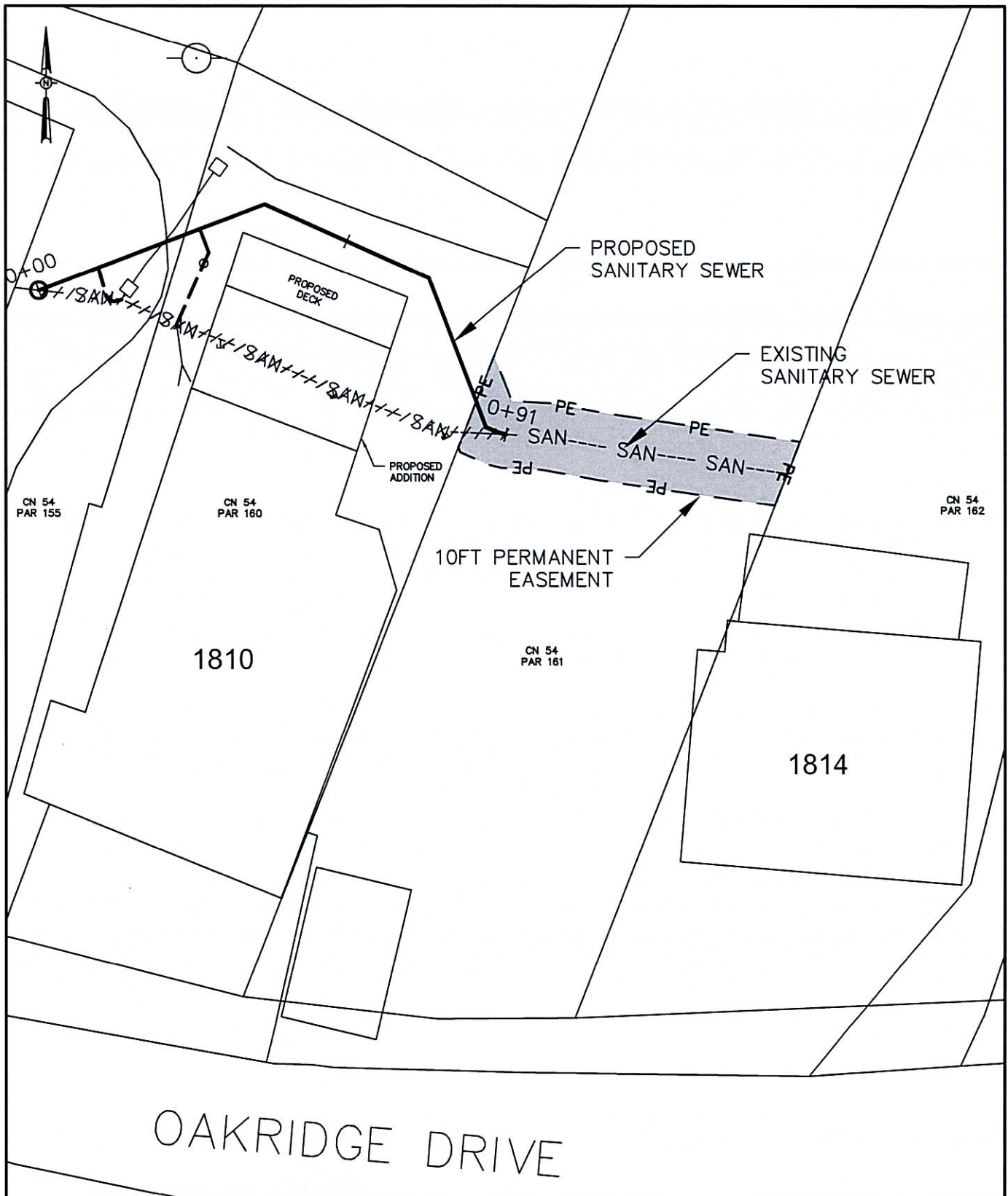
Given under my hand this _____ day of _____, 2025.

My Commission Expires: _____, _____.

— Notary Public

(NOTARIAL SEAL)

This instrument was prepared by:
Representatives of The Sanitary Board
of the City of Charleston, West Virginia
208 26th Street
Charleston, WV 25387-1818



SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA A MUNICIPAL UTILITY		TITLE:	EASEMENT EXHIBIT	JOB NO.	N / A
			CHARLESTON NORTH DISTRICT 10	SCALE:	NONE
			MAP NO. 54 PAR 161	DATE:	5-30-2025
				SHEET NO. 1	OF 1

Resolution No. 352-87

Introduced in Council

Adopted by Council

March 17, 1987

Introduced by

Mary Jane Vanderweilt Long

Referred to

Finance Committee

Resolution No. 352-87 -- "Authorizing and directing the Mayor to execute a Lease between the City of Charleston and NCR Corp., for the lease of a right of way approximately forty-four (44) feet wide, situate on the north side of Cantley Drive, Charleston, Kanawha County, West Virginia."

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

1. Council finds that a public hearing concerning a Lease between the City of Charleston and NCR Corp., has been conducted pursuant to Chapter 8, Article 12, Section 18 of the West Virginia Code.

2. The Mayor is hereby authorized and directed to execute a Lease between the City of Charleston and NCR Corp. A copy of said Lease is attached hereto, incorporated herein and made a part hereof.

THIS LEASE, Made this 6th day of April, 1987, by and between THE CITY OF CHARLESTON, a municipal corporation, party of the first part, and NCR CORPORATION, a Maryland corporation, party of the second part;

W I T N E S S E T H:

That, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part does hereby lease to the party of the second part that certain right of way situate on the north side of Cantley Drive, City of Charleston, Kanawha County, West Virginia, being approximately forty-four (44) feet wide, and adjacent to Cantley Drive for 450 feet all as shown upon the map attached hereto.

This lease is subject to the following terms and conditions :

1. The term of this Lease shall be for a period of thirty (30) years, unless cancelled by the party of the first part pursuant to Paragraph 5 of this Lease.
2. The party of the second part agrees to landscape said leased portion and maintain said right of way in good condition. Grass, trees, bushes and shrubs are the only landscaping features that shall be allowed in the area.
3. The party of the second part shall use said leased right of way for the purpose of erecting and maintaining two ground signs, one not larger than eight (8) feet wide and six (6) feet in height; the other not larger than three (3) feet wide and five (5) feet in height.
4. Easements are reserved within said leased area for the party of the first part to lay, construct and maintain storm and sanitary sewers.
5. In the event that it is necessary for the party of the first part to widen the street by paving or installing sidewalks adjacent to said leased right of way, the party of the first part may cancel this Lease upon thirty (30) days written notice to the party of the second and may remove said trees and signs for the purpose of widening said street or sidewalk. NCR Corp. agrees to relocate said landscape and signs to a mutually agreeable location should widening of the street or installation of storm sewers become necessary.

WITNESS the following signatures and seals:

THE CITY OF CHARLESTON, a municipal
corporation,

By

James E. Roark
Its Mayor

NCR CORPORATION, a Maryland
corporation,

By

PhO Combs
ASSISTANT TREASURER

Its _____

ITS NATURAL

PROPOSED SIGN LOCATION

NCB
OFFICE BUILDING

4 - WHITE PINE

43 - TALLS DENSE FOS

SOD

3 - CRIMSON KING MAPLE

UNDER 4" MIN. GRAVEL

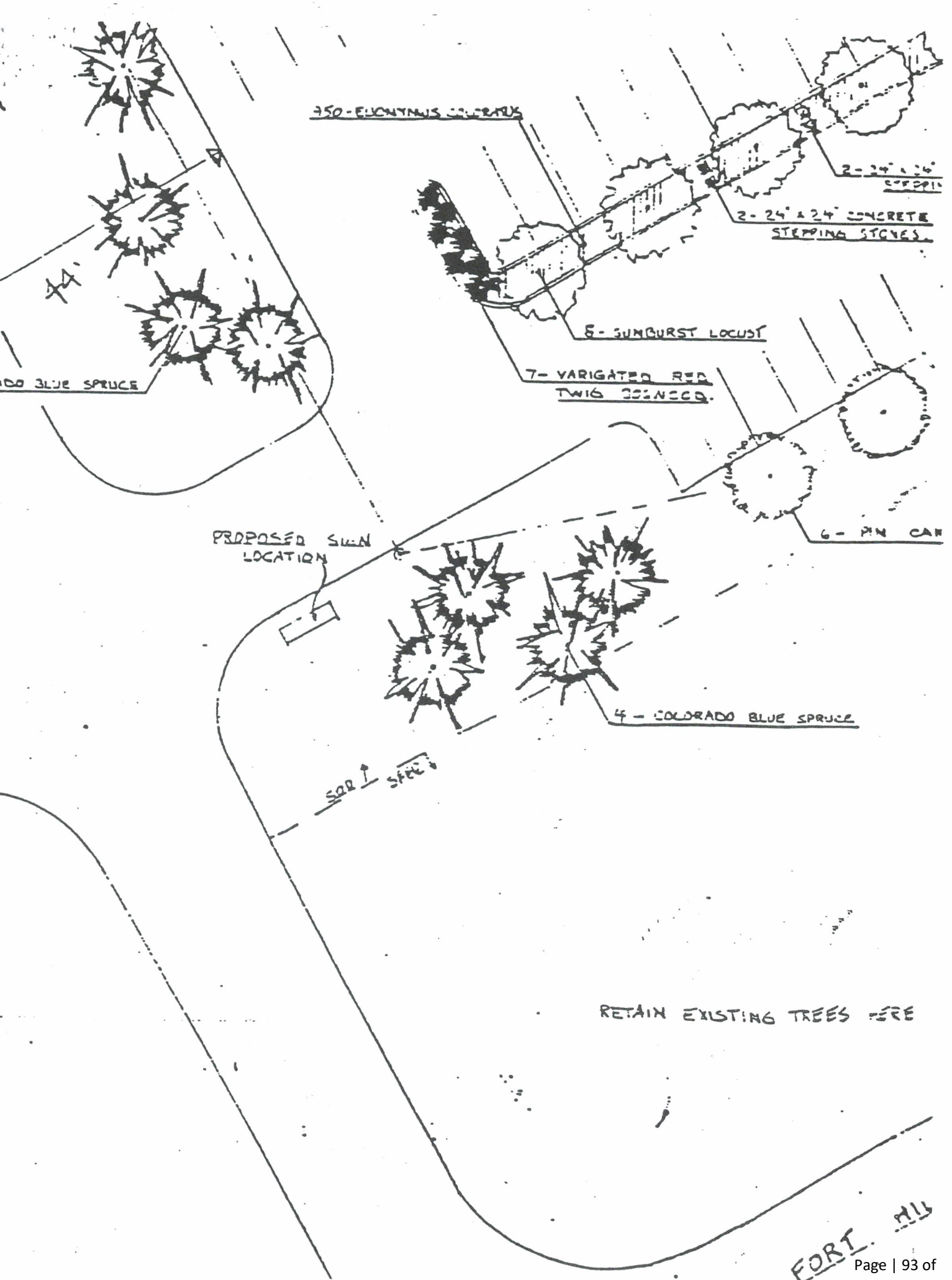
39 - SEA GREEN JUN. PER.

SOD

CANTLEY DRIVE

4 - COLORADO BLUE SPRUCE

*Cantley r/hwy
intermap
house 40'*



1 Resolution No. 25-055

4 Introduced in Council:

6 July 7, 2025

8 Introduced by:

10 Joseph Jenkins

Adopted by Council:

Referred to:

14 Resolution No. 25-055 - A resolution supplementing Ordinance No. 8056, passed by the Council
15 of The City of Charleston, West Virginia, on June 16, 2025; which supplemented Ordinance No.
16 4423 passed by the Council of The City of Charleston, West Virginia, on March 6, 1989, as
17 supplemented by Ordinance No. 4506 passed by the Council on November 6, 1989, by
18 Ordinance No. 4954 passed by the Council on May 3, 1993, by Ordinance No. 6276 passed by
19 the Council on September 3, 1996, by Ordinance No. 6349 passed by the Council on June 2,
20 1997, by Ordinance No. 6532 passed by the Council on November 16, 1998, by Ordinance No.
21 6544 passed by the Council on February 1, 1999, by Ordinance No. 6670 passed by the Council
22 on February 5, 2001, by Ordinance No. 6777 passed by the Council on March 19, 2001, by
23 Ordinance No. 6948 passed by the Council on November 4, 2002, by Ordinance No. 6977 passed
24 by the Council on May 19, 2003, by Ordinance No. 7132 passed by the Council on March 7,
25 2005, by Ordinance No. 7490 passed by the Council on September 6, 2011, by Ordinance No.
26 7560 passed by the Council on February 19, 2013, by Ordinance No. 7680 passed by the Council
27 on February 16, 2016, and by Ordinance No. 7866, passed by the Council of The City of
28 Charleston, West Virginia, on February 18, 2020; authorizing the design, acquisition and
29 construction of certain extensions, additions, betterments and improvements to the existing
30 sewerage system of The City of Charleston; authorizing the issuance of not more than
31 \$30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds, in one or more
32 series as designated in a supplemental resolution, of The City of Charleston, the proceeds of
33 which, shall be used, along with other funds and moneys of, or available to, The City of
34 Charleston which may be lawfully expended for such purposes, to permanently finance the cost
35 of such design, acquisition and construction, to fund reserve accounts for such bonds and to pay
36 other costs in connection therewith; providing for the rights and remedies of and security for the
37 registered owners of such bonds; and adopting other provisions related thereto.

39 WHEREAS, the Council (the "Council") of The City of Charleston, West
40 Virginia (the "City"), on June 16, 2025, adopted Ordinance No. 8056, (the "Ordinance"),
41 authorizing the issuance of The City of Charleston Sewerage System Revenue Bonds, in an
42 aggregate principal amount not to exceed \$30,000,000, in one or more series, to permanently
43 finance the cost of design, acquisition and construction of certain extensions, additions,
44 betterments and improvements to the sewerage system of the City (the "Project");

45 WHEREAS, capitalized terms used herein and not otherwise defined herein shall
46 have the same meaning set forth in the Ordinance when used herein;

1 WHEREAS, the Ordinance provided for the issuance by the City of its Sewerage
2 System Revenue Bonds, Series 2025 A, in the aggregate principal amount of not more than
3 \$30,000,000 (the "Series 2025 A Bonds"), for the purposes of paying a portion of the costs of
4 acquisition and construction of additions, betterments and improvements to the System,
5 capitalizing interest on the Series 2025 A Bonds, if any, funding a reserve account for the Series
6 2025 A Bonds and paying costs of issuance thereof, all in accordance with Chapter 16, Article 13
7 of the Code of West Virginia, 1931, as amended (the "Act");

8 WHEREAS, the Ordinance, pursuant to Section 6 of the Act, directed the City
9 Clerk to publish an abstract of the Ordinance (the "Abstract"), together with a notice that the
10 Ordinance has been adopted, that the City contemplates the issuance of the Series 2025 A Bonds
11 as described in the Ordinance and that any person interested may appear before the Council upon
12 a certain day and present protests (the "Notice");

13 WHEREAS, the Ordinance required that the Abstract and Notice be published as
14 a Class II legal advertisement in the Charleston Gazette-Mail, a newspaper published and of
15 general circulation in the City, and the first publication of such Abstract and Notice was to be not
16 less than ten (10) days before the date set by the Ordinance and the Notice at which interested
17 persons may appear before the Council and present protests, and the last publication of such
18 Abstract and Notice was to be prior to said date set by the Ordinance and the Notice;

19 WHEREAS, the Ordinance and the Notice provided for a public hearing to be
20 held at 7:00 p.m., prevailing time, on July 7, 2025, in Council Chambers in City Hall; and

21 WHEREAS, the Council deems it essential and desirable that this resolution (the
22 "Supplemental Resolution") be adopted, that the Ordinance shall be placed into effect, and that
23 other matters relating to the Bonds be herein provided for.

24 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE**
25 **CITY OF CHARLESTON:**

26 Section 1. It is hereby found and determined that:

27 (A) The Abstract and Notice were duly published in the Charleston Gazette-
28 Mail, a newspaper published and of general circulation in the City, with the first publication
29 thereof being on June 26, 2025, which date is not less than ten (10) days before the day set by the
30 Ordinance and the Notice for the public hearing, at which interested persons may appear before
31 the Council and present protests and suggestions and, the second being on July 3, 2025, which
32 publication thereof being prior to said date set by the Ordinance and the Notice for the public
33 hearing, and the Affidavit of Publication reflecting such publications is incorporated herein by
34 reference;

35 (B) In accordance with the Ordinance and the Notice, the City Clerk has
36 maintained in his office a certified copy of the Ordinance for review by interested persons during
37 the regular office hours of such office;

38 (C) In Council Chambers, City Hall, Charleston, West Virginia, on July 7,
39 2025, at 7:00 p.m. prevailing time, in accordance with the Ordinance and the Notice, the Council

1 met for the purpose of hearing protests and suggestions regarding whether the Ordinance should
2 be put into effect and heard all protests and suggestions with regard thereto;

3 (D) At the public hearing, no significant reasons were presented that would
4 require modification or amendment of the Ordinance and no written protest with regard thereto
5 was filed by 30 percent or more of the freeholders of the City; and

6 (E) The Ordinance shall be put into effect as of the date hereof and the Series
7 2025 A Bonds contemplated thereby shall be issued, all as provided in the Ordinance and this
8 Supplemental Resolution.

9 Section 2. This Supplemental Resolution shall take effect immediately upon
10 adoption hereof.

Resolution No. 25-056

Introduced in Council:

July 7, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 25-056 - Authorizing the Mayor to enter into a Lease Agreement with Star USA Federal Credit Union for the right of way on the north side of Cantley Drive approximately forty-four (44) feet wide and four hundred fifty (450) feet long.

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

That the Mayor is hereby authorized to enter into a Lease Agreement with Star USA Federal Credit Union for the right of way on the north side of Cantley Drive approximately forty-four (44) feet wide and four hundred fifty (450) feet long, which is attached hereto as Exhibit A.

LEASE AGREEMENT

This Lease Agreement (hereinafter “Agreement”) is made on this _____ day of _____, 2025, by and between the **CITY OF CHARLESTON**, a West Virginia municipal corporation, party of the first part (hereinafter “Lessor”), and **STAR USA FEDERAL CREDIT UNION**, a federally chartered credit union, party of the second part (hereinafter “Lessee”). The above parties may be referred to collectively as the “Parties”.

WHEREAS, the City right of way on the north side of Cantley Drive in the City of Charleston extends beyond the current needs of the City of Charleston; and

WHEREAS, the City Council for the City of Charleston previously approved Resolution No. 352-87 on March 17, 1987, authorizing and directing the Mayor to execute a Lease between the City of Charleston and NCR Corp., for the lease of a right of way approximately forty-four (44) feet wide, situate on the north side of Cantley Drive, Charleston (attached hereto as Exhibit A); and

WHEREAS, that certain Lease authorized by Resolution No. 352-87 was entered into on April 6, 1987, for a term of thirty (30) years, which on its terms expired in 2017, but which the successors to NCR Corp. have continued to operate under in good faith; and

WHEREAS, the Parties desire to enter into this Agreement extending the Lease and updating the terms to account for the change in parties and circumstances.

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1: LEASE OF PROPERTY

1.1 Lease; Possession and Use.

Lessor hereby leases the Property as described in section 1.2 to Lessee upon the terms and conditions set forth herein and as contained in any subsequent amendment or schedule. During the term of this Agreement, the Property shall remain a public right of way, but general possession to the property shall be in Lessee, subject to Lessor’s legal title and interest under this Agreement, until such time as the Agreement expires or is terminated.

1.2 Property Description.

The Property subject to this Agreement is as follows:

That certain right of way situate on the north side of Cantley Drive, City of Charleston, Kanawha County, West Virginia, being approximately forty-four (44) feet wide, and adjacent to Cantley Drive for four hundred fifty (450) feet.

The Property is further depicted in the map included with the attached Exhibit A, which is incorporated herein and made a part hereof.

ARTICLE 2: TERM; TERMINATION

2.1 Term.

The term of this Agreement shall commence on the Date set forth above and be for a period of thirty (30) years, unless terminated by the Lessor pursuant to section 2.2.

2.2 Termination.

In the event that it is necessary for the Lessor to widen the street by paving or installing sidewalks adjacent to the leased right of way, the Lessor may terminate this Agreement upon thirty (30) days written notice to the Lessee and may remove any trees, bushes, shrubs, or signage for the purpose of widening the street or sidewalk or installation of storm sewers. If this occurs, Lessee agrees to relocate any landscaping and signage to a mutually agreeable location. Upon termination of this Agreement as provided herein, all of Lessee's right, title and interest in and to the applicable property shall terminate.

ARTICLE 3: USAGE

3.1 Landscaping.

The Lessee agrees to landscape the Property and maintain the right of way in good condition. Grass, trees, bushes and shrubs are the only landscaping features that shall be allowed in the area.

3.2 Signage.

The Lessee has erected signage within the Property and shall maintain the two ground signs previously authorized in Attachment A, namely one that is no larger than eight (8) feet wide and six (6) feet in height and the other that is not larger than three (3) feet wide and five (5) feet in height.

3.3 Driveway Drainage.

The Lessee is expressly authorized to conduct driveway trench and piping work within the Property in order to address water drainage in the area in a manner approved by the City Engineer.

ARTICLE 4: REPRESENTATIONS; WARRANTIES

4.1 Representations and Warranties.

Lessee shall be deemed to make the following representations and warranties to Lessor with respect to this Agreement Lease:

Lessee is in good standing with the City of Charleston, the State of West Virginia, and the United States of America, in reference to outstanding debts, licensing and taxes. This Agreement has been duly executed and delivered by and constitutes the valid and binding obligations of Lessee, enforceable against Lessee in accordance with its respective terms. The Lessee represents that it will not violate any state or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee.

4.2 Taxation.

Lessee shall pay all real and personal property taxes levied against Lessee's real and personal property and all business and occupation and other taxes and fees imposed on Tenant's operations. In the event the Lessor is ever assessed real property taxes or personal property taxes related to the Leased Property, Lessee agrees to pay said taxes on behalf of the Lessor.

ARTICLE 5: INSURANCE; HOLD HARMLESS

5.1 Liability and Property Insurance.

Lessee shall, at its own expense, procure and maintain continuously in effect during the full lease Term: (a) general liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to its improvements on the Property sufficient to protect Lessor and its successors and assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and (b) insurance against all risks of physical loss or damage to the Property as Lessor may require (including all risk casualty and property insurance) in an amount equal to the greater of the full replacement cost of said property. All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any material change in the coverage (including cancellation or non-renewal) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its successors and assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its successors and assigns as sole lender loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. For the avoidance of doubt, Lessee's insurance shall be the primary insurance on all claims related to the Property.

5.2 Hold Harmless.

The Lessee acknowledges all the risks, responsibilities and liabilities associated with maintaining the Property. The Lessee agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, this Agreement and the Property. Therefore, the Lessee hereby releases, acquits, and forever discharges the Lessor, the City and its predecessors, successors, affiliated companies and entities, agents, attorneys, managers, advisors, parents, subsidiaries, officers, directors, employees, assigns, partners, departments, and sponsors (collectively, "the Releasees") for any and all claims, insurance claims, demands, allegations, suits, actions, causes of action and liability in any way, including attorney's fees, relating to or arising from maintenance of the Property. the Lessee expressly waives any right to make a claim related to this Agreement in any forum against the City and its legal representatives, agents, employees, assigns, partners, departments, and sponsors.

ARTICLE 6: ASSIGNMENT; SUBLEASING

6.1 Assignment and Subleasing.

This Agreement may not be assigned, subleased, sold, transferred, or pledged by Lessee to any third-party without prior written consent by the Lessor.

ARTICLE 7: EASEMENT RESERVED

7.1 Storm and Sanitary Sewers.

The City hereby reserves an easement within the Property for the Lessor, its agents or assigns, to lay, construct, and maintain storm sewers or sanitary sewers as deemed necessary by the Lessor.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 Notices.

All written notices to be given under this Agreement shall be given (a) personally, or (b) by mail in registered or certified form, with postage prepaid, in each case to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as approved by the Parties. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, or, if given personally or by courier, when delivered.

8.2 Severability.

In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason

of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

8.3 Entire Agreement and Amendments.

This Agreement contains the entire Agreement between the Parties and is not modified or changed by any oral promises or statements. The Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

8.4 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

8.5 Further Assurances and Corrective Instruments.

Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to confirm, establish, reestablish, continue or complete any interests reasonably at issue in this Agreement.

8.6 Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Kanawha County, West Virginia. The Parties agree to participate in good-faith mediation to resolve any potential issues arising out of this Agreement and/or pertaining to the leased property herein described before initiating any judicial proceedings.

By the duly-authorized signatures below, the Lessor and Lessee hereby agree and accept the terms set forth in this Agreement and acknowledge that they are freely signing this Agreement after reading and understanding the entire Agreement.

CITY OF CHARLESTON

**STAR USA FEDERAL CREDIT
UNION**

[Lessor]

[Lessee]

Amy Shuler Goodwin, Mayor

Dan Smithson, President

Date

Date

SANITARY SEWER EASEMENT

THIS EASEMENT AGREEMENT, made this ____ day of _____, 2025, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, parties of the first part (whether singular or plural) and THE SANITARY BOARD OF THE CITY OF CHARLESTON, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the Board, its heirs, successors, or assigns, a perpetual easement and right-of-way ten feet (10') in width, five feet (5') on each side of the centerline of the pipeline to be installed, on, over, across, under and through lands owned by the party of the first part, situate in Kanawha County, West Virginia, running approximately 60-feet in length, for the purpose of constructing, installing, operating, maintaining, repairing, replacing, and removing a sewer line and all appurtenances thereto, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled EASEMENT EXHIBIT, dated 5-30-2025. The property which is subject to this easement was conveyed to the parties of the first part by a deed, which is of record in the Office of the Clerk of the County Commission in Deed Book 1452, at page 363.

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

The said parties of the first part further grant and convey unto said Board, its heirs, successors, assigns, and/or contractors (a) the unrestricted right of ingress, egress and regress, to and from said right-of-way and easement for all purposes and at all times to respond to emergencies and, otherwise at all reasonable times, and (b) a temporary construction right-of-way and easement of such width as is reasonable and necessary to carry out the construction, installation, repair, or

replacement of all or part of the above-described sewer lines. The said parties of the first part do also grant and convey unto the said Board, its heirs, successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, installation, operation, maintenance, removal, and replacement of the sewer pipeline or lines proposed to be laid on said right-of-way and easement.

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

1. The parties of the first part, subject to (a) the capacity of said sewer line, (b) the capacity of the system into which said line flows and (c) restrictions of the Board and regulatory authorities, all at such time of connection in the future, shall be permitted to tap said sewer line and use the same for the benefit of their property described above, upon payment of a connection fee in effect at the time of such connection and, as established by the Board, upon payment of such sewer user charges as are, or may be fixed by ordinances or by rules of the Board, to use the sewer for service for their property only. The Board shall not be required to bear any portion of expenses incurred by the parties of the first part in constructing a sewer line to the sewer tap.
2. The parties of the first part retain the right to use and enjoy the lands described above through which the sewer easement extends for purposes not inconsistent with the rights herein granted to the Board. The parties of the first part agree to the following:
 - (a) not to construct improvements on the easement or to take any other action which would interfere with the sewer line and the rights of the Board to construct, install, operate, maintain, repair, or remove the sewer line;
 - (b) not to plant trees or other vegetation which could damage the sewer line or interfere with the rights herein granted; and
 - (c) not to alter the ground profile of the land within the easement without the written consent of the Board.

3. The rights herein granted include the right of ingress and egress over the lands of the parties of the first part to and from the easement for the purpose of constructing, installing, operating, maintaining, repairing, replacing and removing the sewer line. The rights herein granted further include the right to use reasonable portions of the lands of the parties of the first part immediately adjacent to the easement for said purpose.
4. The Board, upon completion of any construction, installation, operation, maintenance, repair, replacement or removal of the sewer line, agrees that it will do the following:
 - (a) restore the property of the parties of the first part, only to the extent such restoration is compatible with the easement and right-of-way granted herein, to its condition immediately prior to the construction, installation, operation, maintenance, repair, replacement or removal of the said sewer, as nearly as reasonably possible;
 - (b) repair, replace or compensate the parties of the first part for any damage to any building, structure or other improvements which are not encroachments on this easement;
 - (c) reseed, re-sod or compensate the parties of the first part for damage to any established lawn;
 - (d) repair, replace or compensate the parties of the first part for damage to sidewalks, driveways or other pavements, and any underground structure or appurtenances thereto which are not encroachments on this easement; and
 - (e) replace, restore or compensate the parties of the first part for damage to any trees or shrubbery on their land but off the easement area provided for herein, caused by any acts of ingress and egress onto the subject easement.

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

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

WITNESS the execution of this easement agreement on the day and year above written.

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, _____, a Notary Public in and for the said County, do hereby certify that _____ whose name(s) is/are signed to the foregoing writing, bearing date the _____ day of _____, 2025, has/have this day acknowledged the same before me in said County.

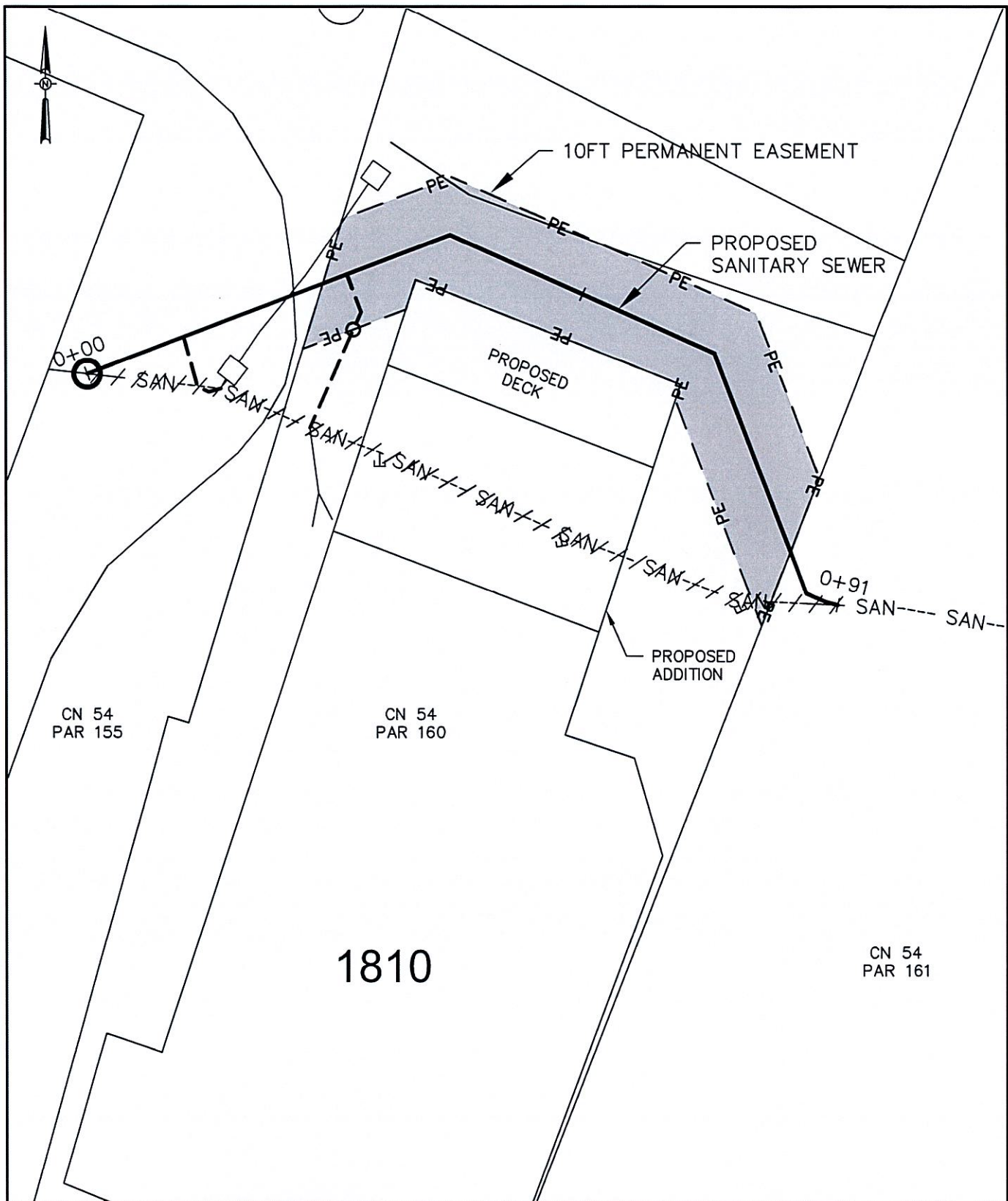
Given under my hand this _____ day of _____, 2025.

My Commission Expires: _____, _____.

— Notary Public

(NOTARIAL SEAL)

This instrument was prepared by:
Representatives of The Sanitary Board
of the City of Charleston, West Virginia
208 26th Street
Charleston, WV 25387-1818



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



TITLE: EASEMENT EXHIBIT
CHARLESTON NORTH
DISTRICT 10
MAP NO. 54
PAR 160

JOB NO.	N / A
SCALE:	NONE
DATE:	5-30-2025
SHEET NO. 1	OF 1

SANITARY SEWER EASEMENT

THIS EASEMENT AGREEMENT, made this ____ day of _____, 2025, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, parties of the first part (whether singular or plural) and THE SANITARY BOARD OF THE CITY OF CHARLESTON, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the Board, its heirs, successors, or assigns, a perpetual easement and right-of-way ten feet (10') in width, five feet (5') on each side of the centerline of the pipeline to be installed, on, over, across, under and through lands owned by the party of the first part, situate in Kanawha County, West Virginia, running approximately 50-feet in length, for the purpose of constructing, installing, operating, maintaining, repairing, replacing, and removing a sewer line and all appurtenances thereto, the location of said easement being more specifically depicted on the drawing attached hereto and made a part hereof titled EASEMENT EXHIBIT, dated 5-30-2025. The property which is subject to this easement was conveyed to the parties of the first part by a deed, which is of record in the Office of the Clerk of the County Commission in Deed Book 2962, at page 900.

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

The said parties of the first part further grant and convey unto said Board, its heirs, successors, assigns, and/or contractors (a) the unrestricted right of ingress, egress and regress, to and from said right-of-way and easement for all purposes and at all times to respond to emergencies and, otherwise at all reasonable times, and (b) a temporary construction right-of-way and easement of such width as is reasonable and necessary to carry out the construction, installation, repair, or

replacement of all or part of the above-described sewer lines. The said parties of the first part do also grant and convey unto the said Board, its heirs, successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, installation, operation, maintenance, removal, and replacement of the sewer pipeline or lines proposed to be laid on said right-of-way and easement.

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

1. The parties of the first part, subject to (a) the capacity of said sewer line, (b) the capacity of the system into which said line flows and (c) restrictions of the Board and regulatory authorities, all at such time of connection in the future, shall be permitted to tap said sewer line and use the same for the benefit of their property described above, upon payment of a connection fee in effect at the time of such connection and, as established by the Board, upon payment of such sewer user charges as are, or may be fixed by ordinances or by rules of the Board, to use the sewer for service for their property only. The Board shall not be required to bear any portion of expenses incurred by the parties of the first part in constructing a sewer line to the sewer tap.
2. The parties of the first part retain the right to use and enjoy the lands described above through which the sewer easement extends for purposes not inconsistent with the rights herein granted to the Board. The parties of the first part agree to the following:
 - (a) not to construct improvements on the easement or to take any other action which would interfere with the sewer line and the rights of the Board to construct, install, operate, maintain, repair, or remove the sewer line;
 - (b) not to plant trees or other vegetation which could damage the sewer line or interfere with the rights herein granted; and
 - (c) not to alter the ground profile of the land within the easement without the written consent of the Board.

3. The rights herein granted include the right of ingress and egress over the lands of the parties of the first part to and from the easement for the purpose of constructing, installing, operating, maintaining, repairing, replacing and removing the sewer line. The rights herein granted further include the right to use reasonable portions of the lands of the parties of the first part immediately adjacent to the easement for said purpose.
4. The Board, upon completion of any construction, installation, operation, maintenance, repair, replacement or removal of the sewer line, agrees that it will do the following:
 - (a) restore the property of the parties of the first part, only to the extent such restoration is compatible with the easement and right-of-way granted herein, to its condition immediately prior to the construction, installation, operation, maintenance, repair, replacement or removal of the said sewer, as nearly as reasonably possible;
 - (b) repair, replace or compensate the parties of the first part for any damage to any building, structure or other improvements which are not encroachments on this easement;
 - (c) reseed, re-sod or compensate the parties of the first part for damage to any established lawn;
 - (d) repair, replace or compensate the parties of the first part for damage to sidewalks, driveways or other pavements, and any underground structure or appurtenances thereto which are not encroachments on this easement; and
 - (e) replace, restore or compensate the parties of the first part for damage to any trees or shrubbery on their land but off the easement area provided for herein, caused by any acts of ingress and egress onto the subject easement.

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

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

WITNESS the execution of this easement agreement on the day and year above written.

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, _____, a Notary Public in and for the said County, do hereby certify that _____ whose name(s) is/are signed to the foregoing writing, bearing date the _____ day of _____, 2025, has/have this day acknowledged the same before me in said County.

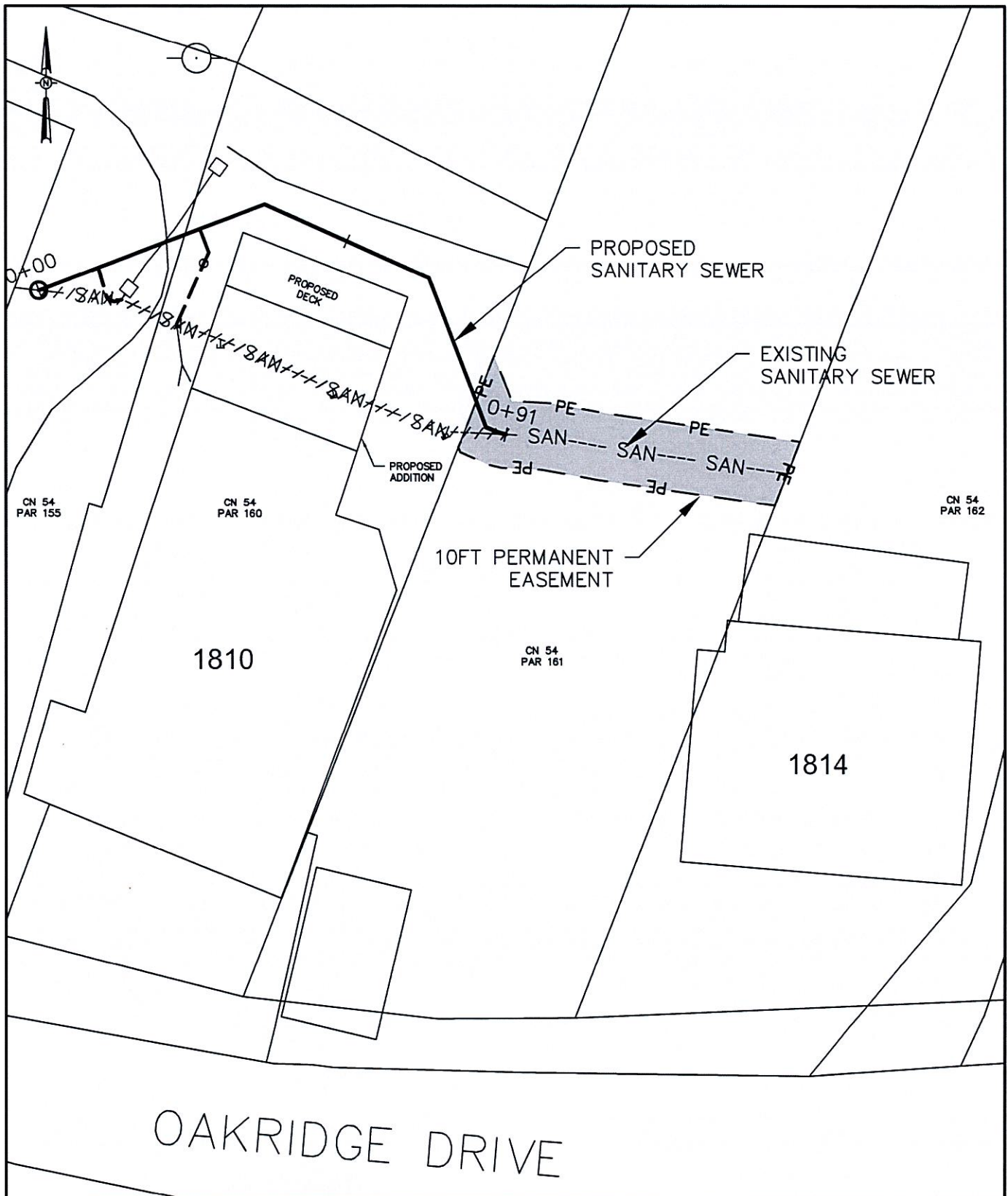
Given under my hand this _____ day of _____, 2025.

My Commission Expires: _____, _____.

— Notary Public

(NOTARIAL SEAL)

This instrument was prepared by:
Representatives of The Sanitary Board
of the City of Charleston, West Virginia
208 26th Street
Charleston, WV 25387-1818



SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA A MUNICIPAL UTILITY		TITLE:	EASEMENT EXHIBIT	JOB NO.	N / A
			CHARLESTON NORTH DISTRICT 10	SCALE:	NONE
			MAP NO. 54 PAR 161	DATE:	5-30-2025
				SHEET NO. 1	OF 1

Resolution No. 352-87

Introduced in Council

Adopted by Council

March 17, 1987

Introduced by

Mary Jane Vandewilt Long

Referred to

Finance Committee

Resolution No. 352-87 -- "Authorizing and directing the Mayor to execute a Lease between the City of Charleston and NCR Corp., for the lease of a right of way approximately forty-four (44) feet wide, situate on the north side of Cantley Drive, Charleston, Kanawha County, West Virginia."

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

1. Council finds that a public hearing concerning a Lease between the City of Charleston and NCR Corp., has been conducted pursuant to Chapter 8, Article 12, Section 18 of the West Virginia Code.

2. The Mayor is hereby authorized and directed to execute a Lease between the City of Charleston and NCR Corp. A copy of said Lease is attached hereto, incorporated herein and made a part hereof.

THIS LEASE, Made this 6th day of April, 1987, by and between THE CITY OF CHARLESTON, a municipal corporation, party of the first part, and NCR CORPORATION, a Maryland corporation, party of the second part;

W I T N E S S E T H:

That, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part does hereby lease to the party of the second part that certain right of way situate on the north side of Cantley Drive, City of Charleston, Kanawha County, West Virginia, being approximately forty-four (44) feet wide, and adjacent to Cantley Drive for 450 feet all as shown upon the map attached hereto.

This lease is subject to the following terms and conditions :

1. The term of this Lease shall be for a period of thirty (30) years, unless cancelled by the party of the first part pursuant to Paragraph 5 of this Lease.
2. The party of the second part agrees to landscape said leased portion and maintain said right of way in good condition. Grass, trees, bushes and shrubs are the only landscaping features that shall be allowed in the area.
3. The party of the second part shall use said leased right of way for the purpose of erecting and maintaining two ground signs, one not larger than eight (8) feet wide and six (6) feet in height; the other not larger than three (3) feet wide and five (5) feet in height.
4. Easements are reserved within said leased area for the party of the first part to lay, construct and maintain storm and sanitary sewers.
5. In the event that it is necessary for the party of the first part to widen the street by paving or installing sidewalks adjacent to said leased right of way, the party of the first part may cancel this Lease upon thirty (30) days written notice to the party of the second and may remove said trees and signs for the purpose of widening said street or sidewalk. NCR Corp. agrees to relocate said landscape and signs to a mutually agreeable location should widening of the street or installation of storm sewers become necessary.

WITNESS the following signatures and seals:

THE CITY OF CHARLESTON, a municipal
corporation,

By

James E. Roark
Its Mayor

NCR CORPORATION, a Maryland
corporation,

By

PhO Combs
ASSISTANT TREASURER

Its _____

ITS NATURAL

PROPOSED SIGN LOCATION

NCB
OFFICE BUILDING

4 - WHITE PINE

43 - TAJS DENS. FOS

SOD

3 - CRIMSON KING MAPLE

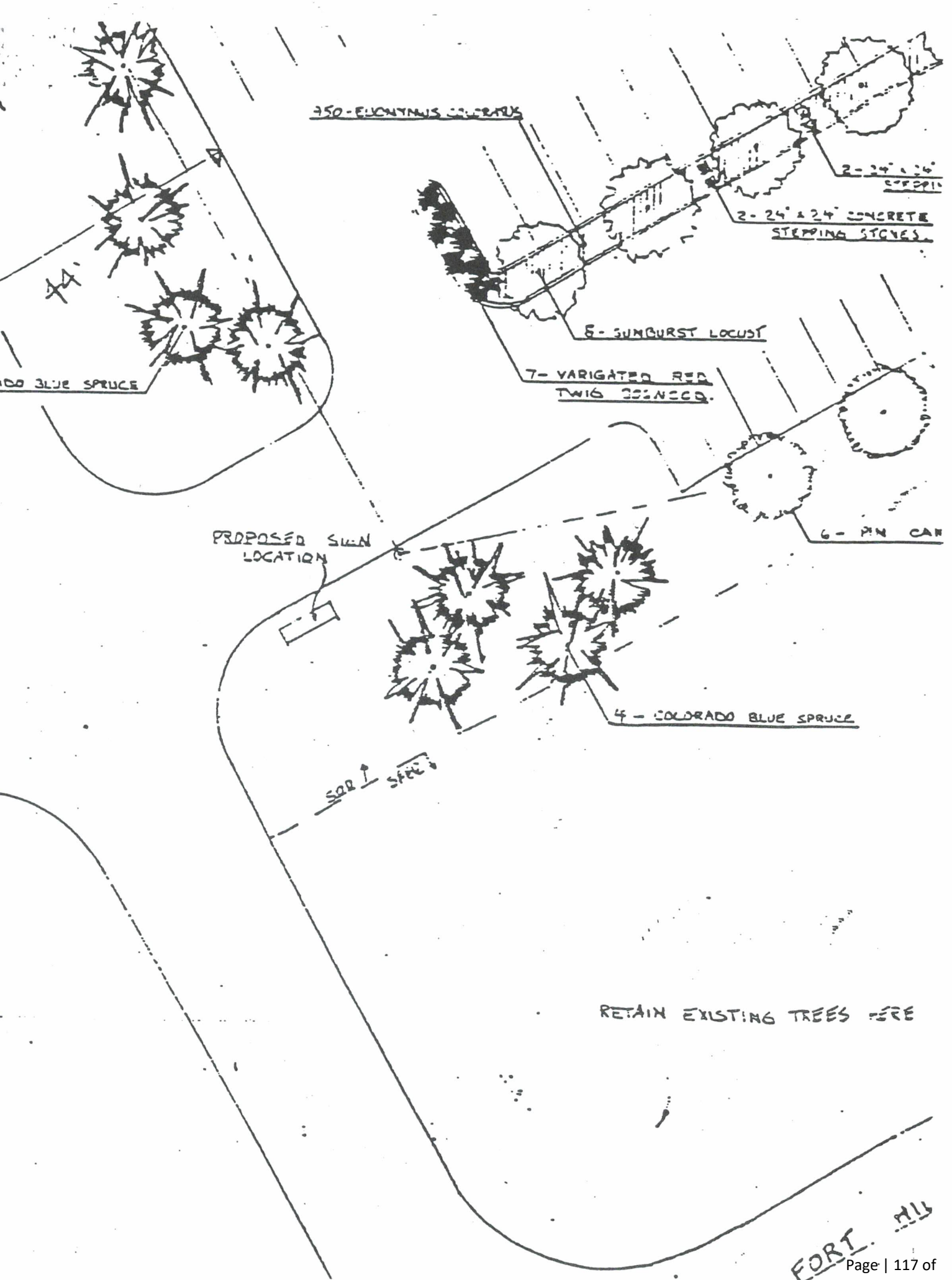
39 - SEA GREEN JUN. PER

SOD

CANTLEY DRIVE

4 - COLORADO BLUE SPRUCE

*Cantley rd map
inter map
house 40'*



Resolution No. 25-057

Introduced in Council:

July 7, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-057 - Authorizing the Mayor or City Manager to grant permanent easements from the City to the Charleston Sanitary Board and to enter into an Agreement for the re-routing of a 24-inch sewer main pipe on City property in order to accommodate renovations to Charleston Fire Department Station No. 4, where the estimated cost of re-routing the sewer main is \$54,578.30.

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

That the Mayor or City Manager are hereby authorized to:

1. Grant permanent easements from the City to the Charleston Sanitary Board for the re-routing of a 24-inch sewer main pipe on City property in order to accommodate renovations to Charleston Fire Department Station No. 4, which are attached hereto as Exhibit A; and
2. Enter into an Agreement with the Charleston Sanitary Board to reimburse it for the actual costs of re-routing the sewer main pursuant to the CSB's low-bid contract, where the estimated cost of re-routing the sewer main is \$54,578.30, but the actual costs may be less than or greater than that amount. A draft of the Agreement and estimated cost of the project are attached hereto as Exhibit B.

SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA
AGREEMENT FOR "A SANITARY SEWER MAIN PIPE RE-ROUTE"

This agreement between the Sanitary Board of the City of Charleston, West Virginia (hereinafter known as the Board) and **City of Charleston** (hereinafter known as the Customer), who owns the property located at **1810 Oakridge Road**.

WHEREAS, the Board owns, operates and maintains a section of 24-inch diameter sanitary sewer main pipe across part of the Customer's property at 1810 Oakridge Road; and

WHEREAS, the Customer desires to have the Board re-route the Board's existing sanitary sewer main pipe to accommodate Customer's proposed building additions; and

WHEREAS, the Customer acknowledges that the re-routed sanitary sewer main pipe is solely at its request and expense; and

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter set forth to be performed by the parties, each to the other, as well as the advantages to be derived by the Customer, the parties hereto agree to and with each other as follows:

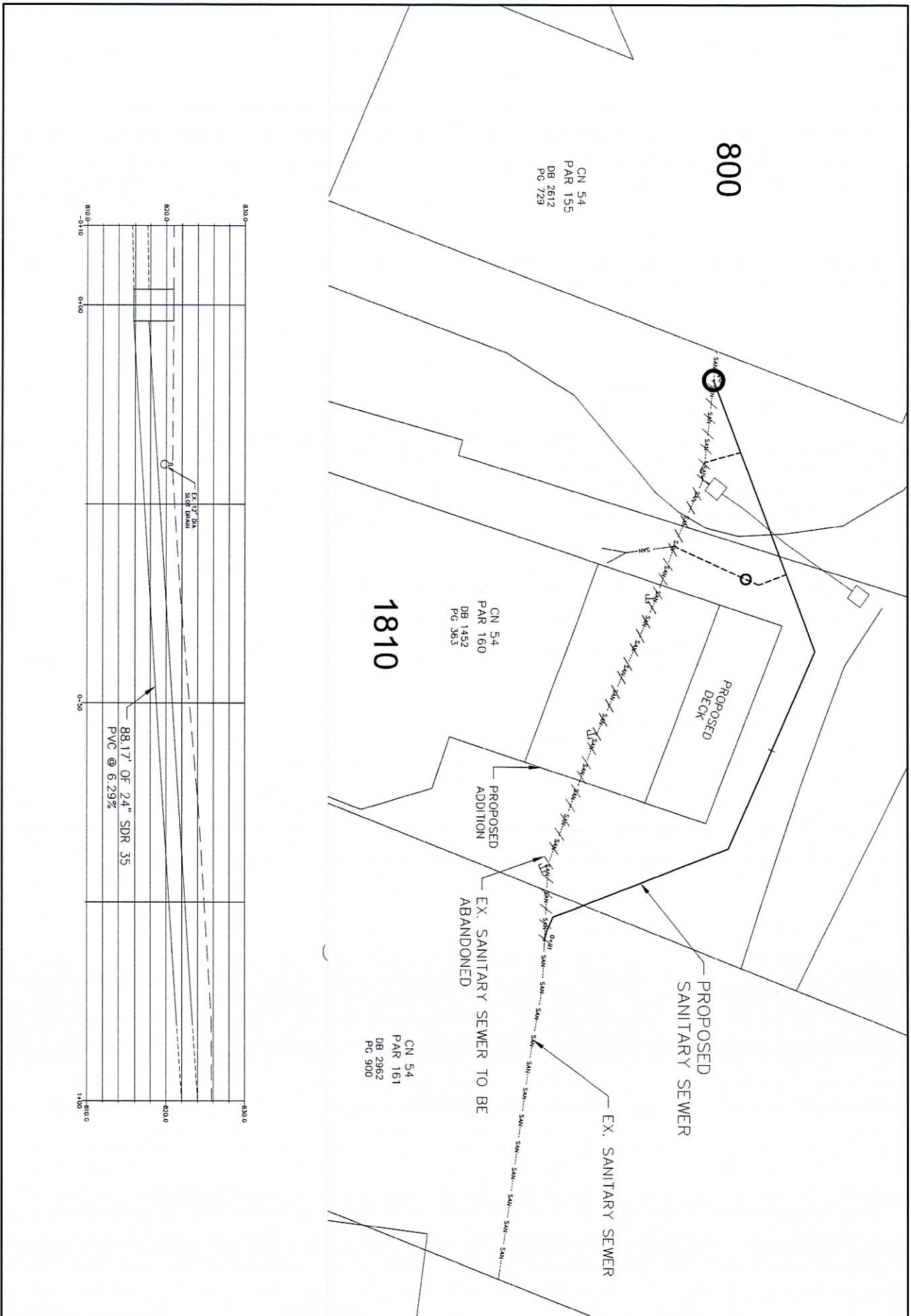
1. Said sewer main pipe re-route shall be made by the Board as requested herein by the Customer.
2. The Customer hereby deposits with the Board the amount of **\$54,578.30** which is the estimated cost of constructing the re-route.
3. Both parties hereby acknowledge that this is only an estimate and in the event the actual cost of the re-routed sewer line is less than the estimated amount, the Board will refund the balance to the Customer. In the event the actual cost to install the re-routed sewer line is more than the estimated amount, the Board will invoice the Customer for the balance and the Customer agrees to pay the invoice upon receipt.
4. The Customer understands that the re-routed main installed under this agreement will become the property of the Board.

Customer's Name: _____
(Print)

Customer's Signature: _____ Date: _____
(Signature)

The Sanitary Board of the City Charleston, West Virginia

By: _____ Date: _____



**1810 OAKRIDGE
SANITARY SEWER
REROUTE**

THE SANITARY BOARD OF THE
CITY OF CHARLESTON WV,
208 26TH STREET, WEST
CHARLESTON, WV 25387

CSB
THE SANITARY BOARD
OF THE CITY OF
CHARLESTON
WEST VIRGINIA

C-01

NO.	REVISIONS	DATE
1	DESCRIPTION	
2		
3		
4		
5		

JUNE 2025

DESIGNED BY: N/A

CHECKED BY: N/A

APPROVED BY: N/A

SCALE: 1" = 5'



24" Dia. Sewer Main Re-route 1810 Oakridge Rd.

Description	Total Amount
Labor	\$ 17,780.00
Materials	\$ 25,566.30
Equipment	\$ 11,232.00
Total: \$ 54,578.30	

****Special Provisions***

**This estimate does not include rock removal. If rock is encountered the cost will be substantially more.*

**This estimate is based on closing off the rear of property to all traffic and open access from front to back on side drive.*

**This estimate includes plugging ends of existing 24" sewer with concrete and leaving remaining pipe and appurtenances in place.*

**Sanitary sewer easements on CSB's form will be required. Two from the City and one from adjacent property.*

**This estimate does not include asphalt paving.*

30-May-25



Qty	Unit	Description	Unit Price	Total Amount
82	Hours	Operator	\$ 70.00	\$ 5,740.00
164	Hours	laborer	\$ 70.00	\$ 11,480.00
8	Hours	Truck Driver	\$ 70.00	\$ 560.00
82	Hours	Case 580 Backhoe or Equal	\$ 55.00	\$ 4,510.00
14	Hours	Hydraulic Hammer for 580 Case or Equal	\$ 25.00	\$ 350.00
82	Hours	Dump Truck	\$ 50.00	\$ 4,100.00
12	Hours	Tractor and Trailer Equipment Mob and DeMob	\$ 50.00	\$ 600.00
41	Hours	Cutoff Saw	\$ 5.00	\$ 205.00
41	Hours	Trench Compactor	\$ 5.00	\$ 205.00
57	Hours	Safety Equipment	\$ 2.00	\$ 114.00
82	Hours	Hand Tools	\$ 9.00	\$ 738.00
82	Hours	Steel Road Plates 4' x 8'	\$ 5.00	\$ 410.00
1	LS	Pipe Bedding, Crusher Run and Concrete Trench Cap	\$ 5,800.00	\$ 5,800.00
112	LF	24" Dia. SDR35 Sewer Pipe	\$ 53.58	\$ 6,000.96
3	Ea.	24" Dia. SDR35 Gasketed Bell 45	\$ 2,295.26	\$ 6,885.78
2	Ea.	6" Dia. Inserta Tees	\$ 152.93	\$ 305.86
1	Ea.	8" Dia. Inserta Tee	\$ 242.34	\$ 242.34
2	Ea.	24" Dia. SDR 35 Gasketed Repair Couplings	\$ 2,185.32	\$ 4,370.64
2	Ea.	24" Dia. PCV x VCP Fernco Couplings	\$ 179.37	\$ 358.74
1	Ea.	US Foundry MH F&C	\$ 425.00	\$ 425.00
1	Ea.	Lamp Hole F&C	\$ 178.00	\$ 178.00
5	LF	8" SDR35 Pipe	\$ 9.20	\$ 46.00
20	LF	6" SDR35 Pipe	\$ 39.70	\$ 794.00
5	Ea.	6" SDR35 45	\$ 25.46	\$ 127.30
1	Ea.	6" SDR35 CO Assy	\$ 31.68	\$ 31.68
				\$54,578.30

30-May-25

Resolution No. 25-058

Introduced in Council:

July 7, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 25-058 – Authorizing the Mayor or City Manager to enter into a contract with
2 Claxton & Sons to purchase various classes of Portland Cement on an as-needed basis at
3 the prices listed in Exhibit A, pursuant to a competitive bidding process.

4

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

6

7 That the Mayor or City Manager is authorized to enter into a contract with Claxton & Sons to
8 purchase various classes of Portland Cement on an as-needed basis at the prices listed in
9 Exhibit A, pursuant to a competitive bidding process.

Solicitation: 2025-30 Portland Cement

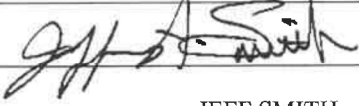
PRICING PAGE

We agree to provide the City of Charleston, WV the above Contract Items described in the attached specifications for the price listed below:

Item Number	Class of Concrete	Unit Price	UM	Estimated Quantity	TOTAL
1	A	\$ 194.90	CY	90	\$ 17,541.00
2	B	\$ 192.90	CY	35	\$ 6,751.50
3	C	\$ 190.90	CY	25	\$ 4,772.50
4	D	\$ 188.90	CY	25	\$ 4,722.50
5	Flow-Able Fill	\$ 177.90	CY	45	\$ 8,005.50
	Fuel Surcharge	\$ 40.00	EA	20	800.00
GRAND TOTAL:					\$ 42,593.00

QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED. The price of unit items will not change based on amount ordered.

(Company) CLAXTON SMITH & SONS CONCRETE COMPANY, INC.

(Signature) 

(Printed Name) JEFF SMITH

(Title) VP

(Date) 6-10-2025

(Phone Number) 304-755-5000

(Email Address) JEFF@CTSWV.COM

2025-30 Portland Cement			
Business	Opened at	Bid Total	Local Vendor Preference
Claxton Smith & Sons Concrete Company, Inc.	6/13/2025 2pm	\$ 42,593.00	\$40,889.28

2025-30 Portland Cement	
	Claxton Smith & Sons Concrete Company, Inc.
<u>Mandatory Requirement</u>	
1 - Class A	\$ 17,541.00
2 - Class B	\$ 6,751.50
3 - Class C	\$ 4,772.50
4 - Class D	\$ 4,722.50
5 - Flow-able Fill	\$ 8,005.50
Fuel Surcharge	\$ 800.00
Certificate of Insurance	Yes
Vendor Protest Acknowledgement	Yes
Contact and Signature Form	Yes
Pricing Page	Yes
Addendum Acknowledgement	Yes
Local Vendor Form (if Applicable)	Yes
City of Charleston Purchasing Affidavit	Yes
Grand Total	\$ 42,593.00



CITY OF CHARLESTON

RECOMMENDATION TO AWARD

DATE: June 18, 2025

SUBJECT: Recommendation for Award

Solicitation Number: 2025- 30 Portland Cement

Claxton Smith & Sons Cement Company, Inc. - \$42,593.00

Award Recommendation: Check the appropriate box below.

☒ **Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to **Claxton Smith & Sons Cement Company, Inc.** in the amount of **\$42,593.00.**

☐ **Multiple Award:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to multiple bidders meeting the required specifications. Those bidders receiving an award are identified as follows: _____.

☐ **Other Than Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to _____ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Bidding Vendors not awarded:

No other bids submitted.

Respectfully,

Signature

Date

Printed Name and Title

Brent L. Webster
Public Works Director

Resolution No. 25-059

Introduced in Council:

July 7, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 25-059 – Authorizing the Mayor or City Manager to enter into a contract with
2 Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone at the
3 prices listed in Exhibit A, pursuant to a competitive bidding process.

4

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

6

7 That the Mayor or City Manager is authorized to enter into a contract with Martin Marietta
8 Materials, Inc., to purchase various classes and sizes of aggregate stone at the prices listed in
9 Exhibit A, pursuant to a competitive bidding process.

202531 River Gravel and Limestone Aggregates			
Business	Opened at	Bid Total	Local Vendor Preference
Martin Marietta	6/26/2025 2:00pm	\$719,950.00	\$714,950.00

2025-31 River Gravel and Limestone Aggregates

	Martin Marietta
<u>Mandatory Requirement</u>	
#57 Limestone	\$ 353,500.00
#4 Limestone	\$ 70,000.00
3/4 Crusher Run	\$ 126,000.00
4" and Larger Rip Rap	\$ 138,000.00
Concrete/Mortar Sand	\$ 17,150.00
3/8 Pea Gravel	\$ 15,300.00
3.2 Plant Location within 20 miles	Yes
Vendor Protest Acknowledgement	Yes
Contact and Signature Form	Yes
Pricing Page	Yes
Addendum Acknowledgement	Yes
Local Vendor Form (if Applicable)	Yes
City of Charleston Purchasing Affidavit	Yes
Grand Total	\$ 719,950.00



CITY OF CHARLESTON
RECOMMENDATION TO AWARD

DATE: June 26, 2025

SUBJECT: Recommendation for Award

Solicitation Number: 2025-31 River Gravel and Limestone Aggregates

Martin Marietta - \$719,950.00

Award Recommendation: Check the appropriate box below.

☒ **Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to **Martin Marietta** in the amount of **\$719,950.00**.

☐ **Multiple Award:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to multiple bidders meeting the required specifications. Those bidders receiving an award are identified as follows: _____.

☐ **Other Than Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to _____ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Bidding Vendors not awarded:

No other bids submitted.

Respectfully,


Signature

27 June 25
Date

Brent L. Webster
Printed Name and Title
Public Works Director

PRICING PAGE

We agree to provide the City of Charleston, WV the above Contract Items described in the attached specifications for the price listed below:

<u>Mandatory Requirement</u>	<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Total Price</u>
#57 Limestone	10,000	TON	\$35.35	\$353500.00
#4 Limestone	2,000	TON	\$35.00	\$70000.00
¾ Crusher Run	4,000	TON	\$31.50	\$126000.00
4" and Larger Rip Rap	3,000	TON	\$46.00	\$138000.00
Concrete/Mortar Sand	500	TON	\$34.30	\$17150.00
3/8 Pea Gravel	500	TON	\$30.60	\$15300.00
GRAND TOTAL				\$ 719950.00

QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED.

(Company) Martin Marietta

(Signature)

(Printed Name) Joseph McCallister

(Title) Sales Representative

(Date) 06.23.25

(Phone Number) 304-679-9078

(Email Address) joseph.mccallister@martinmarietta.com

** your address:*

*Martin Marietta
363 Lower Plant Road
Eastgate WV 25112*

** we are requesting to be considered a local vendor **



Solicitation: 2025-31 Various Aggregates

Contact and Signature

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Joseph McCallister Sales Representative

(Address) 1601 Grand Central Ave Suite 10 Vienna WV 26105

(Phone Number) 304-679-9078

(email address) joseph.mccallister@martinmarietta.com

CERTIFICATION AND SIGNATURE: By signing below, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid constitutes an offer to the City that cannot be withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any entity that may require registration.

(Company) Martin Marietta

(Signature) 

(Printed Name) Joseph McCallister

(Title) Sales Representative

(Date) 06.23.25

(Phone Number) 304-679-9078

(Email Address) joseph.mccallister@martinmarietta.com

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code § 5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

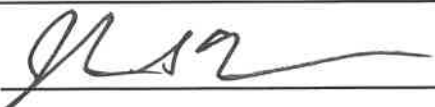
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code § 61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Martin Marietta Joseph McCallister

Authorized Signature:  Date: 06.23.25

professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing may be held within five (5) business days of the **date of receipt of the written response to the protest by Selected Vendor**; provided that, City may, in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. If a hearing is held, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest; provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. The decision of the city manager is final and is not appealable. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature: _____

Date: 06.23.25

Solicitation: 2025-31 River Gravel and Limestone Aggregates



ADDENDUM ACKNOWLEDGEMENT FORM

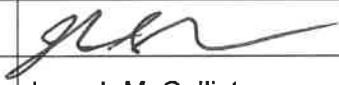
SOLICITATION NO.: 2025-31 River Gravel and Limestone Aggregates

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum received)

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company Name:	Martin Marietta
Authorized Signature:	
Printed Name:	Joseph McCallister
Date:	06.23.25

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: Martin Marietta

Authorized Signature: [Signature] Date: 6/21/25
Joseph McCallister 06.23.25
 (Printed Name and Title)

State of West Virginia

County of WOOD, to wit:

Taken, subscribed, and sworn before me this 21st day of June, 2025.

[SEAL]

[Signature]
 Notary Public

My Commission expires April 10, 2030, 2030.

Name of Procurement: 2025-31 River Gravel and Limestone Aggregates Bid Opening Date:



1 Resolution No. 25-060

2
3 Introduced in Council:

Adopted by Council:

4
5 July 7, 2025

6
7 Introduced by:

Referred to:

8
9 Joseph Jenkins

Finance

10
11
12 Resolution No. 25-060 – Authorizing the Mayor or City Manager to enter into an agreement
13 with American Asphalt of West Virginia, LLC., to purchase various asphalt at the prices listed in
14 Exhibit A, where the prices were determined pursuant to a competitive bidding process
15 conducted by the State of West Virginia.

16
17 Be it Resolved by the Council of the City of Charleston, West Virginia:

18
19 That the Mayor or City Manager is authorized to enter into an agreement with American
20 Asphalt of West Virginia, LLC., to purchase various asphalt at the prices listed in Exhibit A,
21 where the prices were determined pursuant to a competitive bidding process conducted by the
22 State of West Virginia.

AGREEMENT FOR PURCHASE OF ASPHALT MATERIAL

THIS AGREEMENT is made this 23 day of June, 2025, between **THE CITY OF CHARLESTON**, West Virginia, a municipal corporation, hereinafter called “**City**”, and “**American Asphalt of West Virginia LLC**,” hereinafter called “**Supplier**.”

WHEREAS, on August 23, 2024, the State published Centralized Request for Quote 0803 “to establish a multiple award, open-end contract for WVDOH Agency pick-up of asphalt material from Vendor plant locations, for use in repair projects and preventative maintenance of roadways throughout the State of West Virginia,” which is more fully set forth in the Master Agreement, with responsive bids to the Centralized Request for Quote due by September 19, 2024; and

WHEREAS, Supplier timely submitted a bid in response to the Centralized Request for Quote and was subsequently awarded the contract by State;

WHEREAS, Supplier has agreed to extend the rate submitted and accepted by the State to the City as well; and

WHEREAS, the City and Supplier hereby incorporate all of the terms of the State of West Virginia Master Agreement and the bid submitted by Supplier into this Agreement as if they are fully set forth and restated herein and further agree as follows;

WITNESSETH:

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties enter into this Agreement and agree as follows:

- 1.) This Agreement explicitly incorporates all of the terms of the State of West Virginia Master Agreement documents by the City and Supplier, which are attached hereto as Exhibit A. However, any references to “State of West Virginia” or “State” contained in the Agreement are hereby deleted and replaced with “City of Charleston” or “City.” In the event of any conflict between this Agreement and Exhibit A, the City shall have the exclusive authority to select which term controls.
- 2.) The term of the Agreement is from the execution date of this “Agreement for Purchase of Asphalt Material” through December 31, 2025.
- 3.) Supplier shall, at its own cost and expense, procure and maintain so long as this Agreement is in effect general public liability insurance against claims for personal injury, death and property damages, which shall be written by an insurance company or companies authorized to do business in the State of West Virginia. The limit per occurrence shall be not less than One Million Dollars (\$1,000,000.00), shall be the primary insurance for any claims related to Supplier, and shall name the City as an additional insured on the public liability policy.

- 4.) Any references made to Department Contacts as laid out in the Master Agreement are hereby updated for the City to reflect: City Manager, City of Charleston, P.O. Box 2749, hand delivery to City Manager, 501 Virginia Street East, Charleston, WV 25031. The applicable phone number is 304-348-8014.
- 5.) If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. 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.
- 6.) The Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia.
- 7.) All amendments, modifications, alterations or changes to the Agreement shall be by mutual agreement, in writing, and signed by both parties.

IN WITNESS WHEREOF, by the duly authorized signatures below, the City and Supplier hereby agree and accept the terms set forth in this Agreement and Exhibit A, and acknowledge that they are freely signing this Agreement after reading and understanding the entire Agreement and Exhibit A.

**THE CITY OF CHARLESTON,
A West Virginia municipal corporation**

**American Asphalt of WV, LLC,
a West Virginia Corporation**

By:_____

By:_____

Its:_____

Its:_____

Date:_____

Date:_____

Mailing Address:

Mailing Address:

**City of Charleston
Attn: City Manager's Office
501 Virginia Street, East
Charleston, WV 25301**

**P.O. Box 229
2334 Rt. 52
Kenova, WV 25530**



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 11-21-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0066 DOT6624C095B 1	Procurement Folder:	1463325
Document Name:	Asphalt Material Pick Up by Agency 6624C095	Reason for Modification:	
Document Description:	Asphalt Material Pick Up by Agency 6624C095		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-12-31

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: 000000189366 AMERICAN ASPHALT OF WEST VIRGINIA LLC 2334 ROUTE 52 KENOVA WV 25530 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details:				Requestor Name: Careasa M Nichols Requestor Phone: 304-414-3212 Requestor Email: careasa.m.nichols@wv.gov	
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount:	Open End
---------------------	----------

PURCHASING DIVISION AUTHORIZATION
SIGNED BY : Joseph E Hager III
DATE: 2024-11-21
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
SIGNED BY : John S Gray
DATE: 2024-11-21
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
SIGNED BY : Cody E Rose
DATE: 2024-11-21
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, American Asphalt of WV, agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Asphalt-Pickup per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 09/17/2024, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	30121600			TON	0.000000
	Service From	Service To	Service Contract Amount		
			0.00		

Commodity Line Description: Asphalt Section 401 - Base I

Extended Description:

Asphalt Section 401 - Base I

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - 25mm Superpave

Extended Description:

Asphalt Section 401 - 25mm Superpave

wvOASIS Commodity Note VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Base II

Extended Description:

Asphalt Section 401 - Base II

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Patch and Level

Extended Description:

Asphalt Section 401 - Patch and Level

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Wearing IV

Extended Description:
Asphalt Section 401 - Wearing IV

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - Wearing IV

Extended Description:
Asphalt Section 402 - Wearing IV

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - 19mm Superpave

Extended Description:
Asphalt Section 401 - 19mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Scratch Course

Extended Description:
Asphalt Section 401 - Scratch Course

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - 9.5mm Superpave

Extended Description:
Asphalt Section 402 - 9.5mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Wearing 1

Extended Description:
Asphalt Section 401 - Wearing 1

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - Wearing 1

Extended Description:
Asphalt Section 402 - Wearing 1

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - 4.75mm Superpave

Extended Description:
Asphalt Section 401 - 4.75mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - 4.75mm Superpave

Extended Description:
Asphalt Section 402 - 4.75mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - Wearing III

Extended Description:
Asphalt Section 401 - Wearing III

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - Wearing III

Extended Description:
Asphalt Section 402 - Wearing III

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 401 - 12.5mm Superpave

Extended Description:
Asphalt Section 401 - 12.5mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Section 402 - 12.5mm Superpave

Extended Description:
Asphalt Section 402 - 12.5mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Asphalt Plant Run

Extended Description:
Asphalt Plant Run

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	12161804			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Surcharge for PG Binder 58-28S

Extended Description:
Surcharge for PG Binder 58-28S

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	12161804			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Surcharge for PG Binder 64H-22

Extended Description:
Surcharge for PG Binder 64H-22

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	12161804			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Surcharge for PG Binder 64E-22 - 400 ton increments.

Extended Description:
Surcharge for PG Binder 64E-22 - 400 ton increments.

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: ESAL Surcharge - 3 million to 20 million ESALs

Extended Description:
ESAL Surcharge - 3 million to 20 million ESALs

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: ESAL Surcharge - Greater than 20 million ESALs

Extended Description:
ESAL Surcharge - Greater than 20 million ESALs

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Off-Season Plant Opening - First Day

Extended Description:
Off-Season Plant Opening - First Day

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	30121600			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Off-Season Plant Opening - Each Additional Day

Extended Description:
Off-Season Plant Opening - Each Additional Day

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling G Thompson Company, LLC 401 W. Main St Suite 1200 Louisville, KY 40202	CONTACT NAME:		
	PHONE (A/C, No, Ext): (502) 585-3277	FAX (A/C, No): (502) 585-3306	
	E-MAIL ADDRESS: info@sterlingthompson.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Casualty Company of America		25674
INSURED American Asphalt of WV, LLC P.O. Box 229 Kenova, WV 25530	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE ☒ OCCUR	X		660-1R743277	7/12/2023	7/12/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
A	X	AUTOMOBILE LIABILITY			BA-1R735683-23-14-G	7/12/2023	7/12/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per person)	\$
		HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
A	X	UMBRELLA LIAB ☒ EXCESS LIAB ☐			CUP-1R744471-23-14	7/12/2023	7/12/2024	EACH OCCURRENCE	\$ 5,000,000
		DED ☐ RETENTION \$ ☐						AGGREGATE	\$ 5,000,000
									\$
A	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-1R738415-23-14-G	7/12/2023	7/12/2024	PER STATUTE ☐ OTH-ER ☐	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	X	Equipment Floater			QT-660-4T144767-COF-23	7/12/2023	7/12/2024	Leased/Rented EQ	225,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

WV Department of Transportation
1900 Kanawha Blvd E Bldg 5
Charleston, WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 1463325			Reason for Modification:
Doc Description: Asphalt Material Pick Up by Agency 6624C095			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-23	2024-09-19 13:30	CRFQ 0803 DOT2500000017	1

BID RECEIVING LOCATION
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR		
Vendor Customer Code: 000000189366		
Vendor Name : American Asphalt of WV		
Address : P.O. Box 229		
Street :		
City : Kenova		
State : WV	Country : US	Zip : 25530
Principal Contact : Daren Dean		
Vendor Contact Phone: 304.453.6196	Extension:	

FOR INFORMATION CONTACT THE BUYER
John W Estep 304-558-2566 john.w.estep@wv.gov

Vendor Signature X 	FEIN# 45-5468955	DATE 9/13/24
---	------------------	--------------

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish a multiple award, open-end contract for WVDOH Agency pick-up of asphalt material from Vendor plant locations, for use in repair projects and preventative maintenance of roadways throughout the state of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalt Section 401 - Base I	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Asphalt Section 401 - Base I

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Asphalt Section 401 - 25mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Asphalt Section 401 - 25mm Superpave

wvOASIS Commodity NoteVENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Tave Parlier

(Address) P.O. Box 229 Benava WV 25530

(Phone Number) / (Fax Number) 304.453.6196 / 304.453.6430

(email address) tave.parlier@americanasphaltwv.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

American Asphalt of WV LLC
(Company)

Daron F. Dean
(Signature of Authorized Representative)

Daron F. Dean, President
(Printed Name and Title of Authorized Representative) (Date)

304.453.6196 / 304.453.6430
(Phone Number) (Fax Number)

blacktopdaron@aol.com
(Email Address)

REQUEST FOR QUOTATION
Asphalt Material Pick Up by Agency

- 9.3 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Tave Parker
Telephone Number: 304.453.6196
Fax Number: 304.453.6430
Email Address: tave.parker@americanasphaltwv.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: American Asphalt of WV LLC

Address: P.O. Box 229 Kenova WV 25530

Name of Authorized Agent: Tave Parker Address: 2334 Rt 52 Kenova WV

Contract Number: CRFQ 0803 DOT 2500000017 Contract Description: Asphalt Material Pick UP

Governmental agency awarding contract: WV Department of Transportation

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

Daren F. Dean 100%

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☒ Check here if none, otherwise list entity/individual names below.

Signature: Tave Parker Date Signed: 9/18/2024

Notary Verification

State of West Virginia, County of Wayne:

I, Tave Parker, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 18 day of September, 2024

Dawnita Carol Young

Notary Public's Signature

To be completed by State Agency:

Date Received by state agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



NOTARY PUBLIC OFFICIAL SEAL
Dawnita Carol Young
State of West Virginia
My Commission Expires
February 15, 2027
BTI CONTRACTING INC
2334 ROUTE 52
KENOVA, WV 25530

Revised April 1, 2022

**Asphalt Material Pick Up by Agency 6624C095
ATT A Pricing Pages**

VENDOR INSTRUCTIONS:

Vendor shall complete Parts I, II and III below in their entirety. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the **disqualification** of corresponding bid. Vendor must complete a separate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for Pick Up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name: American Asphalt of WV, LLC
Asphalt Plant Name: St. Albans
Asphalt Plant Location: St. Albans, WV
 (911 Address) 484 Industrial Road St. Albans, WV
Latitude Coordinate: 38.41186 N
Longitude Coordinate: 81.85154 W

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

☒	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
☒	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
☒	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
☐	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
☐	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
☐	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
☒	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
☐	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
☒	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
☒	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Asphalt Section 401 - Base I	TON	78.94
2	Asphalt Section 401 - 25mm Superpave	TON	79.89
3	Asphalt Section 401 - Base II	TON	80.72
4	Asphalt Section 401 - Patch and Level	TON	80.72
5	Asphalt Section 401 - Wearing IV	TON	81.39
6	Asphalt Section 402 - Wearing IV	TON	91.22
7	Asphalt Section 401 - 19mm Superpave	TON	83.54
8	Asphalt Section 401 - Scratch Course	TON	88.10
9	Asphalt Section 402 - 9.5mm Superpave	TON	97.57
10	Asphalt Section 401 - Wearing 1	TON	88.10
11	Asphalt Section 402 - Wearing 1	TON	97.57
12	Asphalt Section 401 - 4.75mm Superpave	TON	118.91
13	Asphalt Section 402 - 4.75mm Superpave	TON	118.95
14	Asphalt Section 401 - Wearing III	TON	113.94
15	Asphalt Section 402 - Wearing III	TON	118.92
16	Asphalt Section 401 - 12.5mm Superpave	TON	96.22
17	Asphalt Section 402 - 12.5mm Superpave	TON	96.22
18	Asphalt Plant Run	TON	89.10
19	Surcharge for PG Binder 58-28S	TON	5.00
20	Surcharge for PG Binder 64H-22	TON	5.00
21	Surcharge for PG Binder 64E-22 - ordered in 400 ton increments	TON	12.50
22	ESAL Surcharge - 3 million to 20 million ESALs	TON	1.75
23	ESAL Surcharge - Greater than 20 million ESALs	TON	4.50
24	Off-Season Plant Opening - First Day	DAY	3500.00
25	Off-Season Plant Opening - Each Additional Day	DAY	1250.00

**Asphalt Material Pick Up by Agency 6624C095
ATT A Pricing Pages**

VENDOR INSTRUCTIONS:

Vendor shall complete Parts I, II and III below in their entirety. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the **disqualification** of corresponding bid. Vendor must complete a separate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for Pick Up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	American Asphalt of WV, LLC
Asphalt Plant Name:	Kenova
Asphalt Plant Location:	Kenova, WV
(911 Address)	2334 Rt 52 Kenova, WV 25530
Latitude Coordinate:	38.35188 N
Longitude Coordinate:	82.59261 W

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

☒	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
☒	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
☐	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
☐	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
☐	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
☐	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
☐	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
☐	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
☐	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
☒	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Asphalt Section 401 - Base I	TON	77.27
2	Asphalt Section 401 - 25mm Superpave	TON	78.22
3	Asphalt Section 401 - Base II	TON	80.12
4	Asphalt Section 401 - Patch and Level	TON	80.12
5	Asphalt Section 401 - Wearing IV	TON	82.83
6	Asphalt Section 402 - Wearing IV	TON	89.57
7	Asphalt Section 401 - 19mm Superpave	TON	80.45
8	Asphalt Section 401 - Scratch Course	TON	87.70
9	Asphalt Section 402 - 9.5mm Superpave	TON	93.17
10	Asphalt Section 401 - Wearing 1	TON	87.70
11	Asphalt Section 402 - Wearing 1	TON	95.90
12	Asphalt Section 401 - 4.75mm Superpave	TON	118.91
13	Asphalt Section 402 - 4.75mm Superpave	TON	118.95
14	Asphalt Section 401 - Wearing III	TON	103.94
15	Asphalt Section 402 - Wearing III	TON	118.92
16	Asphalt Section 401 - 12.5mm Superpave	TON	96.22
17	Asphalt Section 402 - 12.5mm Superpave	TON	96.22
18	Asphalt Plant Run	TON	88.70
19	Surcharge for PG Binder 58-28S	TON	5.00
20	Surcharge for PG Binder 64H-22	TON	5.00
21	Surcharge for PG Binder 64E-22 - ordered in 400 ton increments	TON	12.50
22	ESAL Surcharge - 3 million to 20 million ESALs	TON	1.75
23	ESAL Surcharge - Greater than 20 million ESALs	TON	4.50
24	Off-Season Plant Opening - First Day	DAY	3500.00
25	Off-Season Plant Opening - Each Additional Day	DAY	1250.00

Resolution No. 25-061

Introduced in Council:

July 7, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-061 – Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding (MOU) with other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT), consistent with Attachment A hereto, that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one-year period starting July 1, 2025, and ending June 30, 2026.

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

That the Mayor or City Manager is authorized to enter into a Memorandum of Understanding (MOU) with other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT), consistent with Attachment A hereto, that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one-year period starting July 1, 2025, and ending June 30, 2026.

MEMORANDUM OF UNDERSTANDING

The following agencies hereby enter into this Memorandum of Understanding (MOU) as of the date this MOU is signed by the agency's representative. The effective date of this MOU is July 1, 2025.

City of Charleston
City of St. Albans
City of Dunbar
City of Nitro
City of South Charleston
City of Hurricane
Putnam County Sheriff's Department
Kanawha County Sheriff's Department
West Virginia State Police
Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives
Federal Bureau of Investigation
U. S. Attorney's Office for the Southern District of WV

PURPOSE: the purpose of this MOU is to memorialize the operating terms under which this task force, named the Metropolitan Drug Enforcement Network Team (MDENT), develop and enhance cooperation and information exchange between the parties to this MOU and to achieve maximum effective and efficient law enforcement efforts to address drug and violent crime related offenses in the Kanawha County, Putnam County, and Charleston, West Virginia, area.

DEFINITIONS: When used in this MOU, the following words shall be defined as:

1. AHIDTA—Appalachian High Intensity Drug Trafficking Act Program
2. Control Board – The oversight board for MDENT.
3. DCJS – Justice and Community Services with the Division of Administrative Services of the West Virginia Department of Homeland Security
4. Employing agency – The law enforcement agency that hired, employs, and pays the applicable salary and benefits of the law enforcement officer assigned to MDENT.
5. Federal Agencies – The Federal Bureau of Investigation, the Drug Enforcement Agency and the Bureau of Alcohol, Tobacco, Firearms and Explosives.
6. Grantee – The agency that prepares, submits, and oversees administration of funding applications on behalf of MDENT. For the purposes of this MOU the grantee is the City of Charleston.
7. Local Agencies – The City of Charleston, the City of Dunbar, the City of Nitro, the City of South Charleston, the City of St. Albans, the City of Hurricane, the Kanawha County Sheriff's Department, and the Putnam County Sheriff's Department.
8. MDENT – Metropolitan Drug Enforcement Network Team
9. MOU – Memorandum of Understanding

10. Operating Account – Monies maintained in an interest-bearing account by the grantee to be used to pay expenses incurred by MDENT in pursuit of its stated purpose. These monies come from funds lawfully secured as a result of forfeiture of money and property from drug related seizures and monies contributed to MDENT by other entities.
11. Participating agencies – All of the federal and local agencies that are parties to this MOU.
12. PCNEU – Putnam County Narcotics Enforcement Unit.
13. PCSD – Putnam County Sheriff's Department.
14. Policy Board – West Virginia Drug Policy and Violent Crime Control Policy Board.

The participating agencies agree to the following terms:

1. **FEDERAL JURISDICTION:** The authority and participation in any investigation under the terms of this MOU by the Federal Agencies shall be pursuant to, and limited by, the jurisdictional laws of each respective federal agency. Because of statutory and policy considerations, the assigned federal personnel will not investigate crimes outside of the jurisdiction of their respective agency. The Federal Agencies shall follow the appropriate policies and guidelines of their respective agencies. Federally initiated cases will follow appropriate guidelines of the lead federal agency concerning case management.

2. **LOCAL AGENCY REPRESENTATION:** The representative authorized to sign this MOU for each of the participating agencies will appoint one individual to serve as a member on the Control Board, which will be the agencies' chief law enforcement officer or his/her designee. That individual will act on behalf of and represent the designating agency's interests concerning the operation of MDENT. The Mayor of the grantee, or his or her designee, shall serve as the Chairperson of the Control Board. The Chairperson shall appoint the MDENT Commander.

3. **CONTROL BOARD:** The Control Board shall meet on a regular basis as set by the grantee in accordance with DCJS requirements. Five members present shall constitute a quorum of the Control Board. Each member of the Control Board, or his or her alternate, shall have one vote and, subject to the terms herein, general issues shall require a majority vote of members present. However, actions by MDENT on the following matters shall be decided by unanimous vote of voting members of the Control Board:

- a. Approval/disapproval of cases to be investigated by MDENT officers;
- b. Amount of and use of funds to be authorized for specific case investigations and operation of the unit;
- c. Key decisions critical to the management of case investigations;
- d. Acquisition of real or personal property, including equipment;

- e. Addition of law enforcement agencies as members of MDENT; and
- f. Approval of officers to be assigned to MDENT from participating agencies.

Federal agencies, in compliance with all applicable ethical and regulatory DOJ/Treasury guidelines, will abstain from voting on funding issues that conflict with their department's guidelines.

4. **ADMINISTRATION OF GRANT FUNDS; AGENCY RESOURCES:** Each of the participating agencies shall cooperate with the grantee concerning the administration of grant funds awarded from DCJS or other entities and in the overall operation of MDENT. Additionally, each participating agency will provide whatever resources are available to that agency, in the reasonable opinion of its Chief Law Enforcement Officer or designee, to specific cases as appropriate and as approved by the Control Board to facilitate efficient and effective investigations.

5. **AGENCY WITHDRAWAL FROM OR APPLICATION TO MOU:** Participation in the multi-agency investigative efforts of MDENT is voluntary. If a participating agency desires to withdraw from this MOU, written notification of such withdrawal will be provided to each participating agency thirty days prior to withdrawal. Such withdrawal does not absolve the participating agency of any financial responsibilities incurred prior to the withdrawal. Additional agencies wishing to become members of MDENT may do so upon written application to and approval by the Control Board. Such new agencies must execute an addendum agreeing to the terms of the MOU in effect at the time of approval by the Control Board.

6. **COMPLIANCE WITH FEDERAL GUIDELINES:** Participating agencies agree to follow procedures relating to case management, reporting requirements, fiscal guidelines, and other appropriate policies as adopted by the Control Board and that are consistent with the Anti-Drug Abuse Act of 1986, subtitle K – State and Local Law Enforcement Assistance Act of 1986 and/or the Policy Board and DCJS.

7. **OWNERSHIP AND USE OF MDENT EQUIPMENT:** Equipment and other personal property purchased with Operating Account funds and utilized for fulfilling the purpose of MDENT will be retained by grantee after the requirements of all applicable DCJS grants have been satisfied or have expired. Grantee's retention of any such equipment or property will be made in accord with established policies and practices set by the Policy Board and the DCJS. It is further agreed that participating agencies may request use of this equipment and property, consistent with each agency's guidelines, at any future time so long as such request or use does not inconvenience or otherwise negatively impact grantee.

8. REAL PROPERTY PURCHASED, OWNED, OR LEASED FOR THE USE AND BENEFIT OF MDENT:

- a. If any real property is purchased by one of the participating agencies on behalf of MDENT to be used as office space or any other MDENT purpose, such purchase will be paid for with Operating Account funds.
- b. Any real property so purchased, donated, or leased for the use and benefit of MDENT as office space or other MDENT use, will be maintained with Operating Account funds. The Control Board shall have the oversight and responsibility of making the timely loan, lease, or other payments on the property, paying for all repairs and improvements, utilities, taxes, fees, insurance, and all other costs associated with the real property including any improvements thereto and/or appurtenances thereof. If at any time there are insufficient funds in the Operating Account for these expenses when due, such expenses will be shared by the participating local agencies in MDENT at the time such expenses are incurred. Each local agency will be responsible and liable for an amount equal to the amount of the shortfall divided by the number of local agency officers assigned to MDENT multiplied by the number of officers each local agency has assigned at the time of the shortfall.
- c. If any real property owned for the use and benefit of MDENT is sold, the proceeds shall either be used to secure other office space for MDENT or placed in the Operating Account.
- d. If at any time MDENT is dissolved, any real property owned for the use and benefit of MDENT shall be sold. The proceeds will be placed in the Operating Account and the funds will be handled as set forth in paragraph number nine (9) of this MOU.

9. MDENT DISSOLUTION: In the event that MDENT is dissolved, the Control Board will ensure that all applicable financial responsibilities of MDENT are paid from the Operating Account. Any remaining balance in the Operating Account after all financial responsibilities are met, excluding any federal funds, shall be distributed to the local agencies participating in MDENT at the time of its dissolution. If there are insufficient funds in the Operating Account to satisfy all financial responsibilities or liabilities, any remaining financial responsibilities and liabilities will be divided among these same local agencies. The formula for the distribution of assets or liabilities shall be the total applicable amount divided by the number of local agency officers assigned to MDENT multiplied by the number of officers each local agency has assigned at the time of dissolution.

10. SALARY, BENEFIT, AND OVERTIME REIMBURSEMENT:

- a. Reimbursement to local agencies for officers assigned to MDENT will be made for base salary and benefits as set by the Policy Board, but such

reimbursement shall not exceed \$28,000. Unless specifically authorized by grant award, reimbursement will not be made for overtime earned by officers assigned to MDENT.

- b. Federal Agencies will not receive reimbursements, including any reimbursement for salary, benefits, or overtime.
- c. For overtime reimbursement for officers authorized by a grant award, each local agency will be limited to the overtime hours or amounts authorized by the award.
- d. Monies awarded for overtime reimbursement will be distributed upon submission of applicable documentation to the grantee in an amount not to exceed the limit set by the Policy Board.
- e. Any AHIDTA overtime funds awarded for compensation shall be reimbursed in accordance with the policies and guidelines of that program.

11. FORFEITURES: Forfeitures will be administratively processed pursuant to the following terms:

- a. Forfeitures may be utilized as approved by the Control Board to meet MDENT's stated purpose.
- b. The participating Federal Agencies do not receive any share of assets secured by direct forfeiture or by an "open bid" sale in most state and local cases. In any case where a Federal Agency elects to receive a share of the forfeiture, the Federal Agency will process the forfeiture pursuant to federal guidelines. It shall be the responsibility of each participating local agency that desires to seek a portion of the federally forfeited property to complete a United States Department of Justice DAG-71 Application for Transfer of Federally Forfeited Property. If a Federal Agency processes the forfeiture, then the provisions of subparagraph (f.) of this paragraph eleven (11) do not apply.
- c. Forfeitures conveyed to local agencies through equitable sharing or pursuant to a completed DAG-71 are to be utilized for law enforcement purposes only, consistent with federal and Policy Board forfeiture guidelines.
- d. Real or personal property forfeited to MDENT that cannot be directly used to meet the stated purpose of MDENT will either be sold by an "open bid" process or disposed of in a manner approved by the Control Board in accordance with established federal and Policy Board guidelines for such forfeitures. Any monies secured by the sale of such property that are not processed federally will be deposited in the Operating Account, as required by subparagraph (e.) of this paragraph eleven (11).

- e. Cash, either directly forfeited or secured by the sale of real or personal property, that are not processed federally will be maintained in the Operating Account until spent for MDENT purposes or distributed to the local agencies consistent with this paragraph. The Policy Board sets a required minimum percentage of forfeited funds, less administrative costs, that must be used to cover the day-to-day operations of a drug task force during each grant award period. For the term of this MOU the Policy Board has MDENT's minimum percentage at forty (40) percent. The Policy Board also permits each drug task force to establish a percentage greater than the set minimum. As of January 1, 2003, the Control Board established a minimum of fifty (50) percent of all monies secured as a result of forfeitures, after administrative costs have been removed, be held in the Operating Account to be used for day-to-day operations, with the remaining fifty (50) percent to be distributed among the local agencies as consistent with subparagraph (f.) of this paragraph eleven (11).
- f. Forfeited funds that are not processed by a Federal Agency shall be distributed as follows:
 - 1. 50% of all such non-federal forfeited funds, after payment of any administrative costs, shall be deposited in the Operating Fund. The remaining amount will be distributed to each local agency participating at the time of the seizure by dividing the total applicable amount by the number of local agency officers assigned to MDENT at the time of the seizure multiplied by the number of officers each local agency has assigned at the time of the seizure, not including any officers assigned to the Interdiction Team.
 - 2. For seizures made by the Interdiction Team, 50% of all such non-federal forfeited funds, after payment of any administrative costs, shall be deposited in the MDENT Operating Fund. The remaining amount will be distributed to each local agency which have officers assigned to the Interdiction Team at the time of the seizure by dividing the total applicable amount by the number of officers assigned to the Interdiction Team at the time of the seizure multiplied by the number of officers each local agency has assigned to the Interdiction Team at the time of the seizure.

12. PROTOCOL FOR INTERACTION WITH THE NEWS MEDIA:

- a. The Control Board shall set policy and procedures for media releases and/or press conferences.
- b. All media releases shall be made in the name of MDENT. Each release shall name all of the participating agencies.

- c. Unless special circumstances exist, individual MDENT officers will not be identified or photographed.
- d. No information about MDENT operations or individual investigations will be released to the media until approved by the official with applicable prosecutorial authority.
 - 1. If jurisdiction involves a federal prosecution, the United States Attorney of the Southern District of West Virginia must approve any release of information to the media.
 - 2. If jurisdiction involves a state prosecution, the Prosecuting Attorney in the county where the case will be prosecuted must approve any release of information to the media.

13. REPLACEMENT/REMOVAL OF OFFICERS ASSIGNED TO MDENT:

- a. All employing agencies will allow officers assigned to MDENT to complete all material assignments prior to the officer's removal from, or replacement on, MDENT, unless conditions involving willful misconduct or other extenuating circumstances exist which would adversely affect MDENT operations and/or reputation if such removal is delayed.
- b. If any MDENT officer engages in misconduct, conduct unbecoming an officer, or any activity which requires an administrative investigation to determine the propriety of disciplinary action, the employing agency shall be solely responsible for any and all disciplinary action. The Task Force Commander shall immediately notify the Control Board members and the employing agency of any such behavior of which he or she becomes aware. Notwithstanding, the Control Board may remove any officer from MDENT upon reasonable belief that the officer engaged in misconduct, conduct unbecoming, or any other improper behavior or of activities. The employing agency shall be notified of any decision by the Control Board to remove an assigned officer and the employing agency may submit the name of a replacement officer for the Control Board's consideration and approval.

14. LIABILITY AND INSURANCE OBLIGATIONS:

- a. Each employing agency shall be solely responsible for the negligent acts, omissions, and/or wrongdoing of its officers, whether alleged or established, and for any and all claims of liability related thereto. As between the parties to this MOU, unless otherwise agreed in writing, each employing agency shall be solely responsible for defending against any claim against its officer, and for payment of any and all resulting fees, costs, or damages related thereto.
- b. Unless otherwise agreed in writing, no employing agency shall be responsible for defending against or paying for any civil liability arising out of negligent acts, omissions, and/or wrongdoing of officers or other personnel assigned to

MDENT from another employing agency. For the purpose of this MOU, civil liability includes, but is not limited to, damages of any kind, attorney fees, and any and all costs and/or expenses incident to any civil lawsuit or administrative claim filed by any person, business, corporation, partnership organization, or government entity, or otherwise related to any administrative or judicial proceeding, finding, judgment, or settlement in compromise of any claim.

- c. The employing agencies to this MOU agree that each officer assigned to MDENT is solely an employee of his or her employing agency. The parties to this MOU further agree that each employing agency shall be solely responsible for providing workers compensation coverage and unemployment coverage to each and every officer assigned to MDENT by that employing agency.
- d. Each employing agency shall maintain liability insurance coverage in an amount of at least \$1,000,000 to satisfy the liability obligations herein related to claims arising from the alleged negligent, acts, omissions, and/or wrongdoing of its officers/employees assigned to MDENT, and such insurance policy shall include coverage for damage to the assigned officer/employee's vehicle and claims resulting from the assigned officer/employee's operation thereof, regardless of which agency actually owns the vehicle. In other words, and by example only, each agency shall be responsible for insuring, defending against and paying every claim or civil liability arising out of the conduct of its officer/employee, regardless of where the incident giving rise to the claim or civil liability arose and regardless of who owned any vehicle or equipment involved. Provided: That the parties recognize that the Federal Tort Claims Act shall be applicable to all liability issues relating to the actions of the officers assigned to MDENT from federal agencies.
- e. As between the parties to this Agreement, the agency employing any officer/employee assigned to MDENT will be solely responsible for any damage to property caused by the intentional or other conduct by the employing agency's officer/employee which results in any denial of insurance coverage.

15. PARTICIPATING AGENCIES: Effective July 1, 2025, the Task Force is, or can be composed of 23 officers as follows:

7 from Charleston Police Department

2 from St. Albans Police Department

1 from Nitro Police Department

1 from Dunbar Police Department

- 2 from South Charleston Police Department
- 1 from Hurricane Police Department
- 3 from Kanawha County Sheriff's Department
- 3 from Putnam County Sheriff's Department
- 1 from West Virginia State Police
- 1 from the US Drug Enforcement Agency
- 1 from Homeland Security

These officers will work directly with the agents from the Charleston area offices of the participating Federal Agencies.

16. FUNDING TERM. For the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2025, through June 30, 2026. Subsequent contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

17. SUPERSEDING AGREEMENT. This MOU supersedes any and all prior MOU's implemented and agreed to by the participating agencies.

This MOU is hereby entered into by the participating agencies on pages 9 and 10 of this MOU, which may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

BY: _____ DATE: _____
Amy Goodwin
Mayor (City of Charleston)

BY: _____ DATE: _____
Scott James
Mayor (City of St. Albans)

BY: _____ DATE: _____
Dave Casebolt
Mayor (City of Nitro)

BY: _____ DATE: _____
Scott Elliot
Mayor (City of Dunbar)

BY: _____ DATE: _____
Frank Mullens
Mayor (City of South Charleston)

BY: _____ DATE: _____
Scott Edwards
Mayor (City of Hurricane)

BY: _____ DATE: _____
Joesph Crawford
Sheriff of Kanawha County

BY: _____ DATE: _____
Bobby Eggelton
Sheriff of Putnam County

BY: _____ DATE: _____
J.L. Mitchell
Superintendent WV State Police

BY: _____ DATE: _____
Lisa G. Johnston
U.S. Attorney, Southern District of WV

BY: _____ DATE: _____
Ryan McComas
Alcohol, Tobacco, and Firearms, and Explosives

BY: _____
Mike McDonald
Federal Bureau of Investigation

DATE: _____

Resolution No. 25-062

Introduced in Council:

July 7, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-062 – Authorizing the Mayor or City Manager to purchase office furniture, supplies, and equipment for the CARE Office from Stationers, Inc., with a total cost of \$57,898.66, where the supplies and pricing are provided in a competitively sourced statewide contract (SWC-Office23), and where the funding is provided by a CIT grant intended for the purchase of such supplies.

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

That the Mayor or City Manager is authorized to purchase office furniture, supplies, and equipment for the CARE Office from Stationers, Inc., with a total cost of \$57,898.66, where the supplies and pricing are provided in a competitively sourced statewide contract, and where the funding is provided by a CIT grant intended for the purchase of such supplies.

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form

CIT Grant

Date: 02/27/25 **Purchase Order #:** _____

Vendor: Stationers - State Contract (S000392) **Phone:** 304-558-2307

Contact: Mark Atkins **Fax:** _____

Address: 175 Industrial Ln Huntington

 (Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
10	Lorell Iron Horse 3200 lb Shelving [LLR59702]	202.05	2,020.50
10	Hammermill Fore Multipurpose Copy Paper - White [HAM103267]	145.74	1,457.40
10	Sharpie Permanent Marker Bold, fine - 12 pack [SAN30001B]	8.13	81.30
10	Sharpie S-Gel Pens Blue Ink - 1 dozen [SAN2096152]	11.09	110.90
10	uniball 207 Gel pen multi color 8 set [UBC40110]	7.46	74.60
5	G2 1.0 mm Gel Pens 36 pack - black [PIL84095]	28.11	140.55
5	G2 Retractable Gel Ink Pens 36 pack - blue [PIL84066]	28.11	140.55
5	Paper Mate Flair - Medium Pen Point -48/box [PAP4651]	49.42	247.10
10	Rediform Steno Notebooks 12 pack [RED36746PK]	27.32	273.20
30	Black n' Red Wirebound Notebook A5 5 x 8 [JDKL67000]	3.97	119.10
2	Hammermill Colors Recycled Copy Paper - Blue 10 cart [HAM103309C]	121.34	242.68
2	Hammermill Colors Copy Paper - Canary 10/cart [HAM103341CT]	121.30	242.60
2	Hammermill Colors Copy Paper - Green 10 ct [HAM103366CT]	121.34	242.68
10	Hammermill Colors Copy Paper - Salmon [HAM103119]	8.09	80.90
3	Xstamper 10 -in-1 Phrase Stamp [XST81041]	29.05	87.15
30	Akro-Mils Attached Lid Storage Container 8x 21x15 [AKM39085Grey]	15.70	471.00
5	Quartet Premium Galss Dry Erase markers - 6 pack [QRT79556]	10.07	50.35
10	Quartet EnduraGlide Dry Erase Markers - 4 pack [QRT500110M]	6.18	61.80
2	Avery Marks A Lot Dry Erase markers - 24 pack [AVE98188]	22.52	45.04
10	Xpo Eraser Cap Fine Magnetic Dry Erase Markers 4 pack [SAN194474]	5.80	58.00
5	Sharpie Flip Chart Marker Bullet - 7 pack [SAN22480PP]	5.64	28.20
5	Quartet Classic Magnetic Whiteboard - 4ftx3ft [QRTSM534B]	210.81	1,054.05
10	Post-It Notes Original Pads 12 pack [MMM654YW]	10.99	109.90
10	Post-It Super Sticky Neon Dispenser -18 pack [MMMR33018SSMIAC]	9.88	98.80
15	Post-It Super Sticky Lined Notes - 5pack [MMM6605SSCY]	10.28	154.20
10	Post-it Dispenser Notes and Flag Dispenser [MMMDS100]	8.85	88.50
10	Post-It Super Sticky Energy Boost 2x2 18 pack [MMM62218SSAUC]	10.34	103.40
10	Post-It Notes 1.5x2 24 pack [MMM65324VADB]	9.19	91.90
20	Post-It Flags Value Pack 200 pack	7.14	142.80
20	Advantus StikkiClips Adhesive Clips 20 - [AVT01220]	2.92	58.40
5	Post-It Important Message Note 4 pack [MMM76794]	2.94	14.70
5	Redi-Tag Sign Here Flags in Dispenser 120pack [RTG81024]	4.15	20.75

PR Form, Revised 10/20/09

5	Officemate Giant Nonskid Paperclips 10pack [OIC99915]	18.03	90.15
5	Officemate Nonskid Paper clips 10pack [OIC99912]	6.05	30.25
10	Swingline SF 4 premium Satples 5000/box [SWI35450]	2.55	25.50
5	Business Source Full Strip Vertical Stapler [BSN65646]	17.70	88.50
2	Bostitch B8 Impulse 45 Electric Stapler [BOSB8EVALUE]	83.20	166.40
3	Swingline Light Duty Standard Stapler [SWI40501]	9.01	27.03
20	Business Source Fold back Binder Clips - Large - 12 pack [BSN36552]	3.44	68.80
20	Business Source Fold back Binder Clips - medium - 12 pack [BSN36551]	1.28	25.60
10	Business Source Fold-back Binder Clips small 12pack [BSN36550BX]	14.32	143.20
5	Tombow Original Mono Correction Tape - 10 pack [TOM68720]	15.93	79.65
5	Business Source Rubber bands [BSN1914LB]	2.58	12.90
5	Westcott 8" Titanium Straight Scissors 3 pack [ACM15454]	34.55	172.75
5	Sharpie King Size Permanent Markers - Bold - 12 pack [SAN15001A]	14.39	71.95
10	Sharpie Ultra Fine Permanent Marker - 12 pack [SAN37001B]	8.13	81.30
5	Smead 1/5 Tab Cut letter Hanging Folders - 25/box [SMD65001]	20.10	100.50
10	Business Source 1/5 Tab Cut Letter Hanging Folder Colors 25/box [BSN521]	22.02	220.20
10	Business Source 1/5 Tab Cut Letter Hanging Folder Extension - 25/box [BSN521]	22.22	222.20
5	Smead 1/3 Tab Interior File Folder - 100/box [SMD10230]	19.55	97.75
5	Smead 1/3 Tab Cut Letter File Fold Colors 100bx [SMD10229]	25.78	128.90
5	Smead 1/3 Tab Cut Letter File Folder Black [SMD10243]	24.19	120.95
20	Post-It Assorted Flag Combo Pack [MMM683XL1]	6.97	139.40
5	HON flagship storage cabinet with bins [HONSC183930LGS]	1,129.60	5,648.00
2	HON Parkwyn Loveseat - Black [HONVP3LLOVEBLK]	924.75	1,849.50
10	Charmin Professional Toilet Paper 75/cart [PGC71693]	69.30	693.00
10	Kleenex Scottfold Multifold Paper Towel 25/cart [KCC13254]	76.39	763.90
5	Scott Paper Towels 20cart [KCC41482CT]	39.84	199.20
10	Colorox Disinfecting Cleaning Wipes - 15 carton [CLO30112CT]	55.14	551.40
5	Colorox Healthcare Hydrogen Peroxide Cleaner Disinfectant Wipes [CLO308]	66.70	333.50
10	Lysol Disinfectant Spray - 12/carton [RAC74828CT]	125.42	1,254.20
10	Scotch-Brite Heavy Duty Scrub Sponges - 6 pack [MMM426]	6.50	65.00
10	Lysol Disinfecting Wipe - Bucket w/ wipes [RAC99856]	44.51	445.10
20	Samsill Regal Carrying Wallet Business Cards - black [SAM81220]	5.33	106.60
10	Berry 13 Gallon Trash Bags [WBI1DK200]	54.44	544.40
10	Genuine Joe Heavy Duty Trash Can Liners - 100/carton [GJO02864]	50.06	500.60
10	Rubbermaid Commercial Brute 55 gal Vented container [RCP265500G]	108.73	1,087.30
2	Iceberg Indestructable too bifold table balck [ICE65477]	174.12	348.24
20	GBC Fusion EZ Use Laminating Pouches - 100 / box [GBC3200716]	48.41	968.20
10	Exact Index Copy Paper Heavyweight - White - 250 / pack [WAU40411]	9.83	98.30
10	Purell Hand Santizer Gel 12 fl - 12/carton [GOJ363912CT]	70.34	703.40
5	Purell Advanced hand Sanitizer gel 4 oz 24 pack [GOJ965124CT]	49.44	247.20
5	BIC Brite Liner Highlighter Assorted - 12 pack [BICBL11AST]	4.85	24.25
5	Business Source Kraft Gummed Catalog Envelopes - 250/pack [BSN421]	63.47	317.35
2	Dawn Manual Dishwashing Liquid - 8/carton [PGC45112CT]	71.84	143.62

10	Genuine Joe Synthetic Blend Large Mophead [GJOBL5B]	4.68	46.80
2	Fabuloso All Purpose Cleaner 128 fl oz - 4 pack [CPC153058CT]	46.80	93.60
10	Clorox Ultra Clean Toilet Tablets Bleach - 6 carton [CLO30024CT]	56.48	564.80
2	Clorox Pro Toilet Bowl Cleaner w/ bleach - 12 pack [CLO00031CT]	49.75	99.50
1	Unger Ergo Toilet Bowl Brush Set 5 carton [UNGBBWHRCT]	128.73	128.73
1	Hoover TaskVac Commercial Bagless Upright Vacuum [HVRCH53010]	252.00	252.00
10	Kensington Pro Fit Ergo Wireless Keyboard/Mouse [KMW75406]	71.32	713.20
5	Logitech C270 Webcam [LOG9600000694]	25.19	125.95
5	Microban 64 GB Pinstripe USB Flash Drive - 10 pack [VER70901]	71.99	359.95
2	Lorell Ascession Club Chair = Black Seat Color [LLR68952]	408.15	816.30
2	Master Vison 4 Month Magnetic Dry Erase Planner [BVCGA05105830]	188.53	377.06
1	Stanley Black & Decker Bostitch Stowaway Utility Cart [BOSBSACLGC]	280.22	280.22
3	Lorell LCD Wall Clock [LLR60998]	63.45	190.35
4	Quartet Double Sided Garment Rack [QRT20314]	850.20	3,400.80
2	Lorell 14.5 Self Set Wall Clock [LLR61009]	52.08	104.16
2	Storex Stackable Literature Sorter [STX61435U01C]	211.46	422.92
2	HON H80193 End Table Gray [HON80193LS1]	274.05	548.10
5	Maid Commercial 21.5 Gallon Food/Tote Boxes - 6 carton [RCP33010]	361.53	1,807.65
2	Iceberg Officeworks 4-shelf Storage Cabinet [ICE92571]	539.13	1,078.26
2	Kimtech Purple Nitrile Gloves - medium - 10 carton [KCC55082CT]	336.23	672.46
2	Kimtech Purple Nitrile Gloves - XL 10 carton [KCC55084CT]	336.23	672.46
5	Febreze Air Freshener Spray - 6 carton [PGC96256CT]	26.89	134.45
1	Genuine Joe 110 Volt Water Cooler [GJO22554]	169.20	169.20
5	Velcro 90197 Heavy Duty Industrial Strength [VEK90197]	21.26	106.30
3	Business Source Invisible Tape Dispenser with tape [BSN32948]	15.94	47.82
10	Duck Brand Utility Duct Tape [DUC242946]	6.59	65.90
4	Victor Phone Holder Desk Organizer [VCT95255]	26.44	105.76
5	Lorell Clip On Personal fan 2 pack [LLR44552 BD]	63.28	316.40
5	Honeywell Digital Ceramic Compact Heater [HWLHCE311V]	75.54	377.70
3	Business Source Storage Clip Board [BSN37513]	5.60	16.80
1	Advantus Vinyl ID Badge Holder - 50 pack [AVT75684]	15.68	15.68
2	Advantus Retractable Carabiner Style ID Reels 20 pack [AVT75552]	53.12	106.24
2	Lorell Fortress Series Storage Cabinet [LLR41308]	734.08	1,468.16
2	Bostitch EZ Squeeze 40 sheet 3 hole punch [BOSHP40]	41.51	83.02
2	Swiffer Duster Kit [PGC11804]	6.64	13.28
5	Swiffer Heavy Duty Dusters 360 Refill kit [PGC21620CT]	50.54	252.70
3	pucessory Heavy Duty Indoor/Outdoor Extension Cord - 100 ft [CCS24]	55.00	165.00
1	Fellowes Powershred 425 Ci 100% Jam Proof Shredder [FEL38425]	2,554.20	2,554.20
5	Softsoap Soothing Liquid Hand Soap Pump [CPCUS04968ACT]	12.28	61.40
5	Genuine Joe Fork/Knife/Spoon Utensil Kit 250 [GJO58926]	70.46	352.30
3	Drano Max Gel Clog Remover 6 pack [SJN694772CT]	89.64	268.92
2	Sentry Safe Executive Security Safe [SENT0331]	735.07	1,470.14
10	Maxell Sync Up True Wireless Earbuds [MAX199899]	49.19	491.90

2	Expo Whiteboard Cleaning Wipes [SAN8150A]	7.98	15.96
8	Lorell Nonstudded Wide Lip Chairmat [LLR82826]	78.09	624.72
20	Black n' Red Casebound Ruled Notebooks [JDKD66174]	5.35	107.00
10	Nature Saver Hardcover Twin Wire Notebooks [NAT20205]	5.71	57.10
3	Startech.com Docking Station [STCDKT31CMDPHPD]	65.25	195.75
10	Endust Multipurpose Duster For Desktop Computer [NRZ11384]	8.42	84.20
1	Cosco 3-in-1 Assist Series Hand truck [CSC12312ABL1E]	325.08	325.08
2	Geunine Joe Fire-safe 3 gallon Ashtray Receptacle [GJO58884]	31.12	62.24
2	Cosco 2 step folding step stool [CSC11137PBL1E]	30.10	60.20
2	PDI Sani-Hands Instant Hand sanitizing wipes [PDID43600CT]	65.76	131.52
2	Rubbermaid Commercial LobbyPro Upright Dust Pan [RCP253100BK]	30.88	61.76
4	Genuine Joe WaterGuard Indoor/Outdoor Mat [GJO59476]	98.84	395.36
2	Swiffer Sweeper XL Wet Mopping Pads [PGC74471CT]	79.74	159.48
6	Bigfoot Doorstop Heavy Duty [MAS00972]	7.53	45.18
1	Unger Ergo Dustpan/Broom Combo [UNGEDPBR]	54.59	54.59
2	Purell Advanced Hand Sanitizer Gel Spray [GOJ969624CT]	45.60	91.20
5	Energeized LED Flashlight Combo Pack [EVEEVM5511S]	15.61	78.05
2	Rubbermaid Commercial Bruce 10 Qt Utility [RCP296300GY]	15.20	30.40
4	Genuine Joe Value Plus Plunger [GJO85130]	3.44	13.76
5	Genuine Joe Cleaning Tool Wall organizer Rack [GJO12504]	45.74	228.70
1	Rubbermaid Commercial Dual Action Sweeper [RCP421388BK]	89.30	89.30
1	Safeco Stow-Away Platform Hand Truck [SAF4053NC]	526.68	526.68
1	Genuine Joe 42 Piece Tool Kit with Case [GJO11963]	36.51	36.51
3	ScotchBrite HeavyDuty Dish wand [MMM6504]	3.01	9.03
2	Dixie Perfect Touch 16oz Hot cups [DXE5356CDCT]	209.66	419.32
3	Solo Clear 16oz Cold Cups [SCCTP16DCT]	189.28	567.84
1	Coffee Pro 10-12 Cup Stainless Steel Brewer [CFPCPCM4276]	61.89	61.89
10	Folgers Ground Classic Roast Coffee [FOL30407]	14.42	144.20
1	Keurig K1550 Commercial Coffee Maker [GMT0307]	206.55	206.55
6	Green Mountain Coffee Roasters Kcup Variety Pack [GMT9974]	15.98	95.88
2	Dixie Large Hot Cupt Lids [DXE9542500DXCT]	40.49	80.98
5	EightOClock Kcup [GMT0657]	13.39	66.95
5	Cinnabon Kcup Pod Coffee [GMT6305]	15.16	75.80
5	Airwick Scented Oil Warmer Unit [RAC78046]	11.80	59.00
5	AirWick Scented Oil Refill [RAC91109CT]	45.11	225.55
5	Airwick Scented Oil refill [RAC78473CT]	45.11	225.55
2	Arm&Hammer Trash Can Deodorizer [CDC3320084116CT]	39.42	78.84
2	9-5 Seating Jax High Back Lounghe Chair [NTF9236LGSFON]	1,014.30	2,028.60
2	Lorell Argyle Lounge Chair [LLR48160]	174.60	349.20
3	Geunine Joe 10" Printed paper plates [GJO10319CT]	44.97	134.91
10	Energizer Vision HD LED Headlamp [EVEHDB32E]	20.50	205.00
5	Procell by Duracell Alkaline AAA Batteries [DURPC2400BKD]	16.15	80.75
5	Procell by Duracell Alkaline AA Batteries [DURPC1500BKD]	26.75	133.75

5	Procell by Duracell Alkaline C Batteries [DURPC1400]	10.44	52.20
5	Procell by Duracell Alkaline D Batteries [DURPC1300]	18.67	93.35
10	StarTech USB-C Charger [STCUSB2AC50CM]	9.40	94.00
10	StarTech 4 Port USB Wall Charger [STCUSB4PACBK]	31.71	317.10
TOTAL			57,898.66

Requested By: Taryn Wherry **Date:** 6/27/2025

Purpose of Request: Office supplies through CIT Grant

CARE Director or Strategic Management Director:
☐ Denied ☒ Approved Taryn R. Wherry **Date:** 6/27/2025

Grant Administrator:
☐ Denied ☐ Approved _____ **Date:** _____

Budget Officer:
☐ Denied ☐ Approved _____ **Date:** _____

Grant: _____ **Account:** _____

Council Action Date: _____

Resolution No. 25-063

Introduced in Council:

July 7, 2025

Introduced by:

Mayor Amy Shuler Goodwin,
Frank Annie, Brent Burton,
Becky Ceperley, Caitlin Cook,
Harper Gardner, Mary Beth Hoover,
Joseph Jenkins, Bruce King,
Chuck Overstreet, Emmett Pepper,
Jennifer Pharr, Chad Robinson,
Kathy Rubio, Patrick Salango,
Joe Solomon and Shawn Taylor

Adopted by Council:

Referred to:

Finance

Resolution No. 25-063 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the United Way of Central West Virginia, Inc. relating to the administration and distribution of opioid settlement funds to local public entities under the terms set forth in the attached Exhibit A.

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

That the Mayor or City Manager is hereby authorized to enter into a Memorandum of Understanding with the United Way of Central West Virginia, Inc. relating to the administration and distribution of opioid settlement funds to local public entities under the terms set forth in the attached Exhibit A.

MEMORANDUM OF UNDERSTANDING

Between the City of Charleston, West Virginia and the United Way of Central West Virginia for the administration and distribution of opioid settlement funds to local public entities

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2025, by and between the City of Charleston, a West Virginia municipal corporation (“City”) and the United Way of Central West Virginia, Inc., a West Virginia non-profit corporation (“United Way”). City and United Way are each a Party to this MOU and may be referred to herein collectively as the Parties.

Whereas, the City, other West Virginia municipalities, West Virginia counties, and the State of West Virginia have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the City, other West Virginia municipalities, West Virginia counties, and the State of West Virginia engaged in litigation seeking to hold entities within the Pharmaceutical Supply Chain accountable; and

Whereas, the City, other West Virginia municipalities, West Virginia counties, and the State of West Virginia entered into the West Virginia First Memorandum of Understanding setting forth their agreement regarding the allocation and use of the proceeds of Settlements and Judgments arising from said litigation; and

Whereas, the City has been allocated certain funds that can be spent on Approved Purposes, as set forth in Exhibit A to the West Virginia First Memorandum of Understanding, which is also attached to and made a part of this MOU as Exhibit A; and

Whereas, in assessing the Approved Purposes, the City has determined that a portion of the settlement funds should be allocated to local entities working in prevention, treatment, and recovery, pursuant to guidance from the Opioid Collaborative Community Council (the “Community Council”) which shall be established by the City of Charleston contemporaneously with the adoption of this MOU; and

Whereas, the City has determined that a portion of the settlement funds should be allocated to the United Way to act as fiscal agent, provide staff support, and otherwise oversee the disbursement of these funds pursuant to the guidance of the Opioid Community Council.

Now, Therefore, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Purpose

The purpose of this MOU is to establish a framework for the administration and distribution of opioid settlement funds to local entities working in prevention, treatment, and recovery. The funds were awarded to the City and will be distributed upon the direction of the Opioid Community Council created herein and with the oversight of the

United Way, in a manner consistent with the West Virginia First Memorandum of Understanding and this MOU.

2. Funding and Disbursement

The City agrees to disburse an initial amount of \$600,000 of opioid settlement funds to the United Way during July 2025. Beginning July 1, 2026, and continuing annually each fiscal year through June 30, 2029, the City shall disburse to the United Way an annual amount of \$100,000 of opioid settlement funds plus any interest that has accumulated in the City's opioid settlement fund account, which is designated as Fund 2027, at the time of disbursement. Disbursements after the initial amount are contingent on the City receiving scheduled future distributions from the West Virginia First Qualified Settlement Fund. In the event future distributions are not received, only the accumulated interest will be disbursed to the United Way. Funding, as it is received by the United Way, will be evenly split between three categories: Prevention, Treatment, and Recovery.

3. Responsibilities of the United Way

The United Way shall serve as the fiscal agent for the receipt, management, and distribution of the opioid settlement funds disbursed by the City pursuant to section 2 of this MOU. The United Way shall:

- Administer all funds in compliance with applicable local, state, and federal laws and guidelines.
- Serve as the community fiscal agent and provide compliance oversight for the Opioid Community Council, as designated herein.
- Ensure all funds and any accrued interest are used solely for purposes permitted by the West Virginia First Memorandum of Understanding and consistent with this MOU and Exhibit A hereto.
- Maintain records of all grant applications, grant recommendations, grant awards, and all related documents regarding the work of the Opioid Community Council.
- Assist the Opioid Community Council with:
 - Hosting at least one public forum every year to gather community feedback.
 - Developing a funding application process to be reviewed annually.
 - Develop the grading rubric for applications to be reviewed annually.
 - The creation of an annual report on the distribution and use of the funds, which the Opioid Community council can submit to the Mayor of Charleston and the Charleston City Council.

The United Way may retain an administrative fee no more than 10% of the funds disbursed each fiscal year in order to provide these resources, oversight, and management to the Opioid Community Council.

4. Use and Management of Funds

The following guidelines shall apply to the management and use of the opioid settlement funds that are disbursed pursuant to Section 2 of this MOU:

- Permitted Uses: All funds shall be used exclusively for the purposes described in applicable opioid settlement agreements and the West Virginia First Foundation guidelines. In particular, the funds shall be distributed in a manner consistent with the purposes set forth in Exhibit A.
- Interest Earnings: Any interest earned on funds disbursed pursuant to Section 2 of this MOU shall remain with the United Way and shall not lapse or revert to the City's general fund, except as provided for in this MOU.
- Grants awarded from these funds by the Opioid Community Council shall be for amounts between \$10,000 and \$50,000 each.
- Although funding is initially allocated evenly between categories for Prevention, Treatment, and Recovery, if fewer qualifying applications are received in any one category the remaining available funds may be redistributed into the other categories.

5. Creation of Opioid Collaborative Community Council

The Opioid Community Council will serve as an advisory board and will review all applications and provide final recommendations to the United Way for funding distribution. The United Way may reject recommendations if it believes that the recommendation would violate this MOU, local, state, or federal law, the West Virginia First Memorandum of Understanding, or is otherwise not in the best interest of the City of Charleston. Any such rejection shall be delivered in writing to the Opioid Community Council and the Community Council will be permitted to reallocate the funding recommendation. If the reason for the rejection can be cured by the applicant, the Community Council may reallocate the funding to the same applicant.

The Opioid Community Council shall comply with the open requirements for governing bodies under the West Virginia Governmental Meetings Act, and will post in a timely manner minutes, recommendations, and any additional communication with the City clerk office. Meetings will be open to the public.

The Opioid Community Council will consist of five (5) to nine (9) members, appointed by the Mayor of Charleston within 60 days of the adoption of this MOU. The Opioid Community Council appointments will be confirmed by Charleston City Council. The Opioid Community Council will include at least one professional with experience in: (a) Prevention; (b) Treatment; and (c) Recovery. The Opioid Community Council shall include at least one person in long-term recovery from an opioid use disorder. Initial members will be appointed for either one-year or two-year terms and all future

appointments will be for two-year terms in order to ensure the term expirations of the Opioid Community Council members are staggered. In the event of a vacancy on the Opioid Community Council, the Mayor shall appoint a replacement.

The Opioid Community Council shall appoint a Chairperson from among its members.

The Duties of the Opioid Community Council include:

- Hosting at least one public forum every year to gather community feedback.
- Developing a funding application process to be reviewed annually.
- Develop the grading rubric for applications to be reviewed annually.
- Evaluating funding applications based on a framework prioritizing prevention, treatment and recovery.
- Developing and utilizing a grading rubric to score applications. The rubric will be made available as part of the application.
- Submitting an annual report, with assistance from the United Way, on the distribution and use of the funds to the Mayor of Charleston and the Charleston City Council.

6. Ethics and Conflict of Interest

Opioid Community Council members shall be required to disclose any potential conflict of interest with respect to any grant application in writing to the United Way, the Mayor, and the Opioid Community Council, prior to assessment and scoring of said grant application. Members must recuse themselves from all votes or discussions in which any conflict exists. Furthermore, Opioid Community Council members are prohibited from applying for or receiving grant funds.

7. Term and Termination; Excess Funds

This MOU shall be in effect from the date of execution through June 30, 2029, unless amended or terminated earlier by mutual written agreement. Either party may terminate this agreement upon 60 days' written notice to the other party, provided that such termination shall not affect the disbursement of funds previously obligated or committed. If the MOU is terminated for any reason, including at its expiration on June 30, 2029, and there are funds remaining with the United Way, then those funds shall be returned to the City of Charleston and placed back into Fund 2027 for further uses consistent with Exhibit A.

8. Audit

The United Way shall maintain all records related to the receipt and distribution of funds pursuant to this MOU, including all grant applications, grant recommendations, grant awards, and all related documents regarding the work of the Opioid Community Council.

The City shall have the right to inspect and audit the records as needed to ensure compliance with the West Virginia First Memorandum of Understanding at any time, upon request.

9. Entire Agreement and Amendments

This MOU, including Exhibit A, constitutes the entire agreement between City and United Way and supersedes all prior or contemporaneous communications, whether electronic, oral or written between City and the United Way regarding this topic. This MOU may not be modified by the parties except in writing executed by the Parties and, in order for any modification to be enforced against City, shall reference the Section of this MOU to be modified and specifically identify the term, condition, or obligation to be modified.

10. Forum, Choice of Law, Jurisdiction

This MOU shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to any conflicts of laws provisions. The parties agree that any and all claims asserted by or against City arising under this Agreement, or related thereto, shall be exclusively heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

11. Section headings.

The section headings and subheadings contained in this MOU are included for convenience only and shall not limit or otherwise affect the terms of this MOU.

12. Severability

If any provision of this MOU is held invalid, the remainder of the MOU shall not be affected thereby and all other parts of this MOU shall nevertheless be in full force or effect.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above and agree that they shall be bound by its terms.

City of Charleston, West Virginia

United Way of Central West Virginia

By: _____

By:

Name:

Name:

Title:

Title:

Date:

Date:

Resolution No. 25-064

Introduced in Council:

July 7, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-064 – Authorizing the Mayor or City Manager to enter into a one-year contract with West Virginia Demolition, Inc. with the option additional years, in the amount of \$4.75 per square foot and \$1.00 for emergency call out fees, for demolition services, where the price was determined as the result of a competitive bidding process.

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 one-year contract with West Virginia Demolition, Inc. with the option additional years, in the amount of \$4.75 per square foot and \$1.00 for emergency call out fees, for demolition services, where the price was determined as the result of a competitive bidding process.

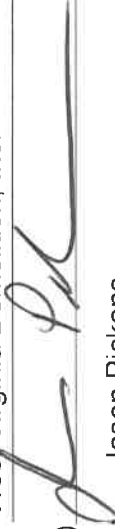
PRICING PAGE

We agree to provide the City of Charleston, WV the above Contract Items described in the attached specifications for the price listed below:

<u>Mandatory Requirement</u>	<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Total Price</u>
Demolition Services per Square Foot of Structure	25,000	SF	\$4.75	\$ 118,750.00
Emergency Call Out Fee	25	EA	\$1.00	\$ \$25.00
<u>GRAND TOTAL</u>				\$ 118,775.00

QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED.

(Company) West Virginia Demolition, Inc.

(Signature) 

(Printed Name) Jason Pickens

(Title) President

(Date) 06/30/25

(Phone Number) 304-543-2338

(Email Address) jpickens2010@yahoo.com

2025-15 Demolition Services		
Business	Opened at	Bid Total
West Virginia Demolition, Inc.	7/01/2025 2:00pm	\$118,775.00
Bob's Dump Truck	7/01/2025 2:00pm	\$137,500.00

2025-15 Demolition Services

	West Virginia Demolition Inc.	Bob's Dump Truck
<u>Mandatory Requirement</u>		
Demolition Services per Square Foot	\$ 118,750.00	\$ 112,500.00
Emergency Call Out Fee	\$ 25.00	\$ 25,000.00
Vendor Protest Acknowledgement	Yes	No
Contact and Signature Form	Yes	Yes
Pricing Page	Yes	Yes
Addendum Acknowledgement	Yes	Yes
Local Vendor Form (if Applicable)	Yes	N/A
City of Charleston Purchasing Affidavit	Yes	Yes
Bid Bond	Yes	No
WV Contractor's License	Yes	Yes
Drug Free Workplace	Yes	No
Subcontractor's List	N/A	N/A
Certificate of Insurance	Yes	Yes
Grand Total	\$ 118,775.00	\$ 137,500.00



CITY OF CHARLESTON
RECOMMENDATION TO AWARD

DATE: July 1, 2025

SUBJECT: Recommendation for Award

Solicitation Number: 2025- 15 Demolition Services

West Virginia Demolition, Inc. - \$118,775.00

Award Recommendation: Check the appropriate box below.

☒ **Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to **West Virginia Demolition, Inc.** in the amount of **\$118,775.00.**

☐ **Multiple Award:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to multiple bidders meeting the required specifications. Those bidders receiving an award are identified as follows: _____.

☐ **Other Than Lowest Bid:** By signing below, the Department certifies that bids have been properly evaluated and recommends award to _____ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Bidding Vendors not awarded:

Bob's Dump Truck - \$137,500.00

Respectfully,

Billy W. Smith
Signature

7/1/25
Date

Billy W. Smith Building Commissioner
Printed Name and Title

Bill No. 8057

Introduced in Council:

Passed by Council:

June 2, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 AN ORDINANCE WITH RESPECT TO APPROVING
2 THE MAGAZINE BRANCH SANITARY SEWER
3 REPLACEMENT AND REHABILITATION PROJECT.
4

5 WHEREAS, the Sanitary Board is pursuing a sewer replacement and rehabilitation project
6 in the Magazine Branch area of the City of Charleston which is necessary to correct older, failing
7 sewer collection lines and is necessary for the health and welfare of the citizens of the City of
8 Charleston (the “Magazine Branch Project”); and

9 WHEREAS, Chapter 24, Article 2, Section 11(l) of the Code of West Virginia, 1931, as
10 amended, provides that the Council of the City of Charleston shall read the proposed construction
11 and the proposed rates, fees and charges at two meetings, with at least two weeks between each
12 meeting, with a public hearing to be conducted with or following the second reading, and that
13 enactment of the proposed construction and the proposed rates, fees and charges shall follow an
14 affirmative vote of the governing body and shall be effective no sooner than forty-five days
15 following the action of the governing body; and

16 WHEREAS, the Magazine Branch Project consists of two separate Phases and consists of
17 work including the planning, design, acquisition and construction of certain extensions, additions,
18 betterments and improvements to its existing sewerage system, including but not limited to, the
19 replacement and or rehabilitation of existing sewers in the areas of: Phase 1: Garrison Avenue
20 (between Edgewood Drive and terminus); Atlantic Street; Amaron Street; Beulah Street; Pacific

1 Street; Crestlin Drive; Earle Street; Spreigel Drive; Melrose Drive; Charmac Drive; Wood Road;
2 Summit Drive; and Edgewood Drive; and Phase 2: Garrison Avenue (between Crescent Road and
3 Edgewood Drive) and Rockaway Road; provided, that the work will further include all necessary
4 appurtenances; further provided, that to the extent that funds remain available, extensions,
5 additions, betterments and improvements to the remaining portion of the existing sewer system;
6 and

7 WHEREAS, the Sanitary Board is not proposing an increase in its rates, fees and charges
8 to support the Magazine Branch Project, thus the rates, fees and charges previously approved by
9 the Council of the City of Charleston for the Sanitary Board will be charged;

10 **Now, therefore, be it ordained by the Council of the City of Charleston, West Virginia:**

11 Section 1. That the construction of the Sanitary Board's Magazine Branch Sewer Replacement
12 and Rehabilitation Project consisting of two separate Phases and consisting of work including the
13 planning, design, acquisition and construction of certain extensions, additions, betterments and
14 improvements to its existing sewerage system, including but not limited to, the replacement and
15 or rehabilitation of existing sewers in the areas of: Phase 1: Garrison Avenue (between Edgewood
16 Drive and terminus); Atlantic Street; Amaron Street; Beulah Street; Pacific Street; Crestlin Drive;
17 Earle Street; Spreigel Drive; Melrose Drive; Charmac Drive; Wood Road; Summit Drive; and
18 Edgewood Drive; and Phase 2: Garrison Avenue (between Crescent Road and Edgewood Drive)
19 and Rockaway Road; provided, that the work will further include all necessary appurtenances;
20 further provided, that to the extent that funds remain available, extensions, additions, betterments
21 and improvements to the remaining portion of the existing sewer system is hereby authorized and
22 approved; and

1 Section 2. That, in accordance with the requirements of Chapter 24, Article 2, Section
2 11 of the Code of West Virginia, 1931, as amended, the approval of the proposed construction
3 shall be effective no sooner than 45 days from the date of said approval; and

4 Section 3. This Ordinance shall be effective immediately upon adoption.

5 First Reading: _____

6 Adopted on Second Reading: _____

7
8 _____
9 Mayor Amy Shuler Goodwin

City Clerk Miles Cary

**PETITION OF THE SANITARY BOARD
OF THE CITY OF CHARLESTON, WEST VIRGINIA**

TO THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA:

Pursuant to the provisions of Chapter 24, Article 2, Section 11(l) of the Code of West Virginia, 1931, as amended, the Sanitary Board of the City of Charleston, West Virginia (the "Sanitary Board") hereby petitions the Council of the City of Charleston to enact an ordinance (the "Project Ordinance") which shall:

(a) authorize the construction of the Sanitary Board's Magazine Branch Sanitary Sewer Improvements Project as follows:

Two separate phases for the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to its existing sewerage system, including but not limited to, the replacement and or rehabilitation of existing sewers in the following areas: Phase 1: Garrison Avenue (between Edgewood Drive and terminus); Atlantic Street; Amaron Street; Beulah Street; Pacific Street; Crestlyn Drive; Earle Street; Spreigel Drive; Melrose Drive; Charmac Drive; Wood Road; Summit Drive; and Edgewood Drive; and to the extent that moneys and/or bond proceeds are available for Phase 2: Garrison Avenue (between Crescent Road and Edgewood Drive) and Rockaway Road; provided, that the work will further include all necessary appurtenances; further provided, that to the extent that funds remain available, extensions, additions, betterments and improvements to the remaining portion of the existing sewer system;

and

(b) contain such other provisions as may be necessary in the premises.

THE SANITARY BOARD OF THE CITY
OF CHARLESTON, WEST VIRGINIA

By: _____

Mayor of the City of Charleston and
Ex-Officio Chairwoman

Member

Engineer-Member

April 10, 2025

21501301

**PETITION OF THE SANITARY BOARD
OF
THE CITY OF CHARLESTON, WEST VIRGINIA**

TO THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA:

Pursuant to the provisions of Chapter 16, Article 13, Section 5 of the Code of West Virginia, 1931, as amended, the Sanitary Board (the "Sanitary Board") of The City of Charleston, West Virginia (the "City"), hereby petitions the Council of the City (the "Council") to enact an ordinance or ordinances (the "Ordinance") which shall:

(A) authorize the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to the City's existing sewerage system (the "System");

(B) authorize the construction of the Sanitary Board's Magazine Branch Sanitary Sewer Improvements Project, set forth in Exhibit A hereto (the "Magazine Branch Project") and incorporated herein by reference, in one or more phases;

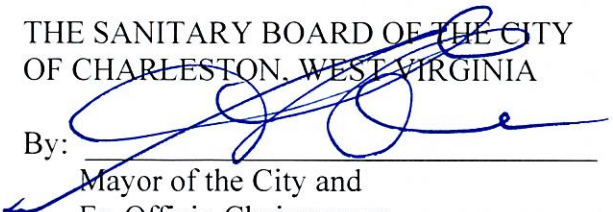
(C) authorize the issuance of not to exceed \$30,000,000 in aggregate principal amount of Sewerage System Revenue Bonds, in one or more series as may be required, of The City of Charleston, the proceeds of which, shall be used, along with other funds and moneys of, or available to, the Sanitary Board which may be lawfully expended for such purposes, to permanently finance the cost of such planning, design, acquisition and construction of the Magazine Branch Project, to fund reserve accounts for such bonds and to pay other costs in connection therewith;

(D) contain such other provisions as may be necessary in the premises.

The Sanitary Board respectfully represents to the Council that one of the two persons appointed to the Sanitary Board by the Council is a registered professional engineer.

WITNESS our signatures on this 10th day of April, 2025.

THE SANITARY BOARD OF THE CITY
OF CHARLESTON, WEST VIRGINIA

By: 

Mayor of the City and
Ex-Officio Chairwoman


Member

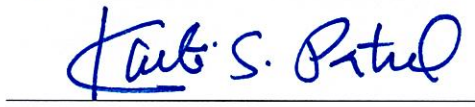

Engineer-Member

EXHIBIT A

DESCRIPTION OF PROJECT

MAGAZINE BRANCH SANITARY SEWER IMPROVEMENTS PROJECT DESCRIPTION

The Charleston Sanitary Board's Magazine Branch Sanitary Sewer Improvements Project consists of two separate phases for the planning, design, acquisition and construction of certain extensions, additions, betterments and improvements to its existing sewerage system, including but not limited to, the replacement and or rehabilitation of existing sewers in the following areas, Phase 1: Garrison Avenue (between Edgewood Drive and terminus); Atlantic Street; Amaron Street; Beulah Street; Pacific Street; Crestlyn Drive; Earle Street; Spreigel Drive; Melrose Drive; Charmac Drive; Wood Road; Summit Drive; and Edgewood Drive; and to the extent that moneys and/or bond proceeds are available for Phase 2: Garrison Avenue (between Crescent Road and Edgewood Drive) and Rockaway Road; provided, that the work will further include all necessary appurtenances; further provided, that to the extent that funds remain available, extensions, additions, betterments and improvements to the remaining portion of the existing sewer system.

City of Charleston West Virginia

City Treasurer's Report to City Council

Month Ending

May 31, 2025



Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "B. D. Adams", is written over a horizontal line.

Benjamin D. Adams – City Treasurer

<u>Fund / Description</u>	<u>Collections May 2025</u>	<u>Withdrawals May 2025</u>	<u>YTD Balance May 2025</u>	<u>YTD Balance May 2024</u>	<u>FY % Increase / Decrease</u>
001 General Fund	10,163,872.27	24,781,788.17	17,468,257.67	20,531,228.81	-14.92
002 Coal Severance Tax	273.57	0.00	74,318.71	810.07	9,074.36
003 Municipal Stabilization	65,805.18	0.00	17,877,363.63	17,051,139.18	4.85
007 Business Improvement Dist Fund	645.56	4,585.63	93,471.65	46,498.77	101.02
009 Community Development	128,114.62	127,864.62	500.00	500.00	0.00
014 IT Infrastructure	986,110.50	63,828.42	1,789,969.86	1,333,386.13	34.24
015 Charleston Land Reuse	57,980.09	7,650.25	78,189.76	19,892.89	293.05
017 Project West Invest	2.38	0.00	646.96	617.06	4.85
018 Planning Grant	24,952.42	0.00	25,484.61	0.00	100.00
019 Tourism & Promotions	1,475.10	0.00	400,740.52	486,288.53	-17.59
020 Business Development	2,578.28	0.00	700,443.67	687,537.84	1.88
021 Community Participation	250,838.58	0.00	268,138.44	16,561.29	1,519.07
024 LGBTQ Working Group	5.32	0.00	1,445.67	1,378.86	4.85
026 Uniform Pension Reserve Fund	4,004.39	565,000.00	577,571.19	1,387,474.64	-58.37
027 Opioid Settlement	19,449.75	0.00	5,283,934.94	4,186,259.97	26.22
035 Municipal Beautification	100,981.41	5,601.60	279,387.13	104,033.09	168.56
036 Special Demolition	19,849.25	0.00	23,064.69	61,811.57	-62.69
037 Sister Cities	69.99	0.00	19,014.02	29,670.25	-35.92
038 Solid Waste	310,430.26	2,833,918.68	557,646.09	1,771,365.98	-68.52
039 Waste Disposal	133,793.23	88,703.23	45,090.00	0.00	100.00
040 Landfill Closure	28,762.53	0.00	4,908,624.98	4,567,899.55	7.46
041 Police Contributions	202.61	11,364.00	52,110.29	40,911.50	27.37
042 Police Evidence	1,215.38	0.00	330,181.60	381,315.31	-13.41
043 Forfeited Funds	76,098.91	16,190.82	644,233.59	456,099.46	41.25
044 Municipal Court	52,182.84	53,120.98	321,876.38	274,961.52	17.06
045 Homeland Security	17,540.00	17,540.00	38,131.28	0.00	100.00
046 Home-ARP Inv Trust Fund	0.03	0.00	7.91	7.54	4.91
047 Health Insurance Reserves	74,960.12	0.00	20,364,495.29	12,468,719.80	63.32
048 Wayfinding Commission	73.39	0.00	19,938.22	19,016.75	4.85
049 Live On The Levee	8,751.36	29,823.67	55,178.35	38,468.84	43.44
073 American Rescue Plan	25,577.53	20,171.41	6,577,765.56	22,681,988.13	-71.00
080 Human Rights	0.00	0.00	176,793.29	176,793.29	0.00
081 Home Program	1,933.55	1,284.30	33,852.09	27,023.92	25.27
083 Other Federal Grant Fund	58,676.41	58,676.41	0.00	0.00	0.00
085 Firefighters Assistance Grant	0.00	0.00	77.08	77.08	0.00
088 SBA Riverfront Project Donation Account	0.00	0.00	9.18	9.18	0.00
088 SBA Riverfront Project Grant Account	0.00	0.00	10,167.71	10,167.71	0.00
091 Byrne Justice	199.95	199.95	0.00	0.00	0.00
093 Byrne Justice	37,197.40	37,197.40	0.00	0.00	0.00
095 Police Grants	93,325.45	53,467.66	345,068.87	234,816.25	46.95
097 C.A.R.E.	67,002.43	30,460.07	276,387.38	90,276.90	206.16
099 Public Arts Grant	0.00	0.00	203,201.42	241,401.42	-15.82
100 Sinking Fund	8,509.01	0.00	2,311,652.92	2,204,817.02	4.85
200 Infrastructure	631.85	0.00	176,066.59	167,945.00	4.84
214 Civic Center Capital Improvement	118,962.76	19,782.00	696,448.58	256,281.91	171.75
215 Municipal Auditorium Capital Improvement	1,118.22	0.00	303,790.06	289,750.03	4.85
220 General Maintenance	2,053,322.73	313,310.42	2,874,618.47	2,458,071.88	16.95
221 City Service Fee Capital Project	2,213.47	0.00	601,336.08	238,560.62	152.07
222 Facilities Maintenance	11,389,561.29	80,447.45	13,030,222.49	2,442,498.87	433.48
223 Green Initiative Fund	1,003.90	0.00	272,729.43	270,384.00	0.87
224 Sidewalk Improvement Fund	502,603.03	0.00	787,813.58	273,034.21	188.54
252 Public Safety Center	705,341.81	861.00	1,563,978.41	962,201.34	62.54
255 Ballpark Maintenance	25,683.26	0.00	189,652.09	156,968.60	20.82
402 Civic Center Revenue	760,911.05	725,669.82	716,525.49	706,404.28	1.43
406 Parking System Revenue	190,042.49	162,124.25	6,784,858.05	6,557,297.66	3.47
426 Parking Operation and Maintenance	17,644.17	4,139.00	4,792,744.30	4,258,047.59	12.56
427 Civic Center TIF Project	1,656.24	0.00	449,952.74	429,157.62	4.85
900 M - DENT	9,129.04	28,871.90	216,967.56	217,222.20	-0.12
901 Pending Forfeiture	5,984.14	0.00	1,625,716.85	1,497,409.99	8.57
Working Cash Advance Fund	0.00	0.00	45,375.00	45,375.00	0.00
Total All Funds	28,609,250.50	30,143,643.11	117,363,228.37	112,857,836.90	3.99

1 **Bill No. 8060**

2 Passed by Council:

3 Introduced in Council

4 **July 7 2025**

5
6 Introduced by:

7 Larry Moore

Referred to:

Planning, Streets and Traffic

8
9 **Bill No. 8060** - A Bill to create a One-Way Street on the access road between Lovell
10 Drive and Kanawha Boulevard West by prohibiting vehicular traffic from traveling in an
11 easterly direction modifying existing, and/or adding necessary traffic control devices.
12 and amending the Traffic Control Map and Traffic Control File, established by the code
13 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
14 Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

16 Section 1. A Bill to create a One-Way Street on the access road between Lovell Drive
17 and Kanawha Boulevard West by prohibiting vehicular traffic from traveling in an
18 easterly direction modifying existing, and/or adding necessary traffic control devices.

19 Section 2. The Traffic Control Map and Traffic Control File, established by the code
20 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
21 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
22 amended, to conform to this Ordinance.

23 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
24 repealed to the extent of said inconsistency.