

At a Regular Session of the County Commission of Kanawha County, West Virginia, held at the Courthouse thereof, on the 31st day of March, 2022, the following order was made and entered:

SUBJECT: Order approving Kanawha County Demolition Grant Program

The following motion was offered by Ben Salango, Commissioner:

The County Commission of Kanawha County, West Virginia hereby approves the Kanawha County Demolition Grant Program (copy attached).

The adoption of the foregoing motion having been moved by:

Ben Salango, Commissioner, and duly seconded by


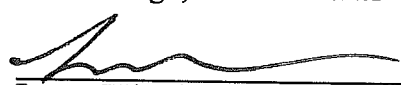
Lance Wheeler, Commissioner, the vote thereon was as follows:


W. Kent Carper, President	<u>AYE</u>
Ben Salango, Commissioner	<u>AYE</u>
Lance Wheeler, Commissioner	<u>AYE</u>

WHEREUPON, W. Kent Carper, President declared said motion duly adopted; and it is therefore **ADJUDGED** and **ORDERED** that said motion be, and the same is hereby adopted.



W. Kent Carper, President


Ben Salango, Commissioner
Lance Wheeler, Commissioner

Approved by: 

Marc Slotnick, County Attorney

Kanawha County

Demolition Grant Program

WHEREAS, The Kanawha County Commission has a long-established program, pursuant to W.Va. Code 7-1-3ff, that allows for the demolition of abandoned, uninhabited, dilapidated, unsafe buildings or structures located within the unincorporated areas of Kanawha County; and,

WHEREAS, the Kanawha County Commission, in coordination with the Kanawha County Enforcement Agency and the Kanawha County Regional Development Authority, intends to make grant funding available to property owners to facilitate the demolition of abandoned, dilapidated, and blighted structures; and,

WHEREAS, the Kanawha County Office of Planning and Development, through its Enforcement Agency, has identified a property located at _____ to be a public nuisance, and to contain unsafe or unsanitary structures and/or dilapidated structures, and/or other debris; and,

WHEREAS, the Owner of the property has agreed to the removal of said structures and debris, pursuant to W. Va. Code § 7-1-3ff, and to allow the County, through its agents or contractors, to remove and demolish said unsafe structures and or debris; and,

WHEREAS, the Owner has agreed to be responsible for 50% (Fifty Percent) of the expenses incurred for the removal of the said unsafe structure, including but limited to asbestos testing and removal and demolition of the structure; and

WHEREAS, the upon the recommendation of the Enforcement Agency, and approval of the Regional Development Authority of Kanawha County, the County has agreed to provide a **grant** to cover the remaining 50% (Fifty Percent) of the costs and expenses incurred, up to and not to exceed \$10,000.00 (ten thousand dollars), including but not limited to the costs of asbestos testing and removal and demolition of the structure; and,

WHEREAS, in consideration of the above promises and the Owner's consent and participation in this program, the County agrees to waive its rights to record a lien against the property, so long as the property owner complies with the terms and conditions of the grant program; and,

WHEREAS, the purpose of this demolition grant program is to curb blight, effectuate the removal of unsafe and unsanitary structures, encourage safe neighborhoods, promote development and revitalization of communities, and promote the highest and best use of property; and,

NOW, THEREFORE, BE IT RESOLVED, that that for good and valuable consideration, the Kanawha County Commission and Property Owner Agree as follows:

1. The Property Owner shall waive all future rights of appeal in the enforcement action and demolition procedure as instigated by the Kanawha County Enforcement Agency.
2. The Property Owner shall either: 1) pay unto the County an amount equal 50% of the demolition costs, in advance of the schedule asbestos abatement (if necessary) and demolition and removal of the structure, or 2) to sign a binding pledge agreement to reimburse the County for 50% of costs associated with abatement and demolition on said property, reimbursement to be made under the specific terms of said agreement, but in any case, must be made in full within 12 (twelve) months from the date of the demolition and removal of structure on the property.
3. The Property Owner shall permit the contractors and agents of the County right of access and entry upon said property and remove said dilapidated or contaminated structures and/or debris.
4. Property owner shall hold harmless the County from any damages to said property as a result of said removal, including but not limited to damages to property or drainage issues.
5. That Kanawha County shall retain a licensed contractor to perform all services related to asbestos abatement and demolition and removal of the structure of said property.
6. That Kanawha County shall waive its right to file a lien against the property for the remaining costs incurred during the abatement and demolition of said property, provided the Owner complies with the terms and conditions of the grant.
7. In the event a property owner does not comply with the grant terms and conditions, including the payment requirements of paragraph 2, by either 1) providing payment in advance or 2) providing reimbursement pursuant to the terms of the agreement, then Kanawha County will file a lien on the property for any outstanding costs and expenses related thereto.

Witness the following signatures:

Property Owner Signature

Print Name

Kan County Regional Development Authority

Print Name

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

The foregoing instrument was acknowledged before me this ____ day
of _____, _____, by _____.
My commission expires _____

Notary Public within and for the
aforesaid County and State