



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL**

CITY OF CHARLESTON, WEST VIRGINIA

Regular Meeting – Tuesday, September 5, 2017

at 7:00 P.M.

Council Chamber – City Hall – Charleston, West Virginia

OFFICIAL RECORD

**Danny Jones
Mayor**

**JB Akers
City Clerk**

CALL TO ORDER

The Council met in the Chambers of the City Building at 7:00 P.M., for the first meeting in the month of September on the 5th day, in the year 2017, and was called to order by the Honorable Mayor, Danny Jones. The invocation was delivered by Councilmember Ealy and the Pledge of Allegiance was led by Imanee Frith. The Honorable Clerk, JB Akers, called the roll of members and it was found that there were present at the time:

**BURKA
CHESTNUT
EALY

JONES
MINARDI
REISHMAN
SMITH
TALKINGTON**

**CLOWSER
FAEGRE
HOOVER
KING
OVERSTREET
RICHARDSON
SNODGRASS
WARE**

**CEPERLEY
DAVIS
HAAS
IRELAND
LANE
PERSINGER
SALISBURY

MAYOR JONES**

With twenty-four members being present, the Mayor declared a quorum present.

Pending the reading of the Journal of the previous meeting, the reading thereof was dispensed with and the same duly approved.

PUBLIC SPEAKERS

1. Sue Frye – requested the City’s help with a problem house in her neighborhood.

CLAIMS

1. A claim of Hannah Kennedy, 4215 Venable Avenue, Charleston, WV;
Alleges damage to personal property.
Refer to City Solicitor.
2. A claim of Barbara A. White, 4705 Venable Avenue, Charleston, WV;
Alleges damage to vehicle.
Refer to City Solicitor.

OATH OF OFFICE

Mayor Jones called Steve Cooper to take the Oath of Office for Chief of Police, led by City Clerk, JB Akers.



**CITY OF CHARLESTON
WEST VIRGINIA**



CHIEF OF POLICE OATH

The State of West Virginia, City of Charleston, County of Kanawha, to wit:

I, **STEVE COOPER**

who has been duly appointed to the office of Chief of Police of the City of Charleston, West Virginia, do solemnly swear that I will support the Constitution of the United States and the State of West Virginia, and that I will faithfully and impartially discharge the duties of said office, during my continuance therein, to the best of my skill and judgment; and that I will not, in any way, or manner, become pecuniarily interested directly or indirectly in any contract with the City, in any franchise granted by it, or in the purchase of supplies therefore, so help me God.

Danny Jones, Mayor

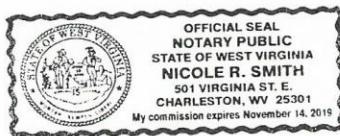
Steve Cooper, Chief of Police



(Seal)

Subscribed and sworn to before me the undersigned authority, this 5th day of September 5, 2017.

My commission expires: November 19, 2019


Notary Public

REPORTS OF COMMITTEES

COMMITTEE ON PLANNING

Councilmember Davis, Chair of the Council Committee on Planning, submitted the following reports:

1. Your committee on Planning has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7755 do pass.

Your Committee finds the following in regard to the Bill:

1. Closure of the right-of-way will not disrupt the existing pattern of streets or negatively impact traffic flow as affirmed by the Assistant Director of Traffic Operations,
2. The applicant owns the property on both sides of 19th Street, and
3. The applicant has worked with the Charleston Sanitary Board to ensure that property easements are maintained through the right-of-way.

Will be voted on under Finance.

COMMITTEE ON FINANCE

Councilmember Reishman, Chair of the Council Committee on Finance, submitted the following reports:

1. Your committee on Finance has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7755 do pass.

Bill No. 7755 - A Bill closing, abandoning and discontinuing as a public right-of-way and street known as 19th Street and a portion of a public right-of-way and street known as Kanawha Avenue S.E., situated between Frontage Road and the river, in Kanawha City, in the City of Charleston, West Virginia, and accepting a dedication of a parcel of land at the westerly terminus of Kanawha Avenue S.E. for a turnaround area to be used by the public for ingress and egress over the remaining open portion of Kanawha Avenue S.E.

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

1. The public right-of-way known as 19th Street and a portion of Kanawha Avenue S.E., situated between Frontage Road and the river, in Kanawha City, in the 16th Ward of the City of Charleston, Kanawha County, West Virginia, more aptly described as follows:

A piece or parcel of land situate on the waters of the Kanawha River, along 19th Street and Kanawha Ave. SE, of Kanawha City Corp. District, City of Charleston, Kanawha County, West Virginia, more particularly described as follows;

Beginning at a 5/8 inch rebar with Potesta cap set at the intersection of the western right of way line of 19th Street, and the northern right of way line of Kanawha Avenue, SE., said rebar is also a point in the property line of tax parcel 14, found of record in the name of Morris Harvey College (now The University of Charleston, Inc.), in Deed Book 910 page 73, and another tract of land found recorded in the name of Morris Harvey College (now The University of Charleston, Inc.), tax parcel 15, Deed Book 2898, page 30, thence running with the northern right of way line of Kanawha Avenue, SE,

S59°51'40"E, 128.06 feet to a 5/8 rebar with Potesta cap set, said rebar is located N59°51'40"W, 70.00 from a 5/8 inch rebar with Potesta cap found, a corner to tax parcel 17, belonging to "The University Of Charleston, Inc.", thence crossing Kanawha Avenue, SE.

S30°08'30"W, 40.43 feet to a 5/8 inch rebar with Potesta cap set, in the southern right of way line of Kanawha Avenue, SE., thence running with the right of way line

N59°59'50"W, 88.12 feet to a 5/8 inch rebar with Potesta cap set at the intersection of the

southern right of way line of Kanawha Avenue, SE., and the eastern right of way line of 19th Street, thence running with the eastern right of way line of 19th Street

S30°00'10"W, 280.89 feet to a 5/8 inch rebar with Potesta cap set at the intersection of 19th Street and the northern right of way line of the "Frontage Road", thence leaving the eastern right of way line of 19th street, and running across said street, along the northern right of way line of the "Frontage Road"

N48°01'20"W, 40.70 feet to a PK nail set, in the western right of way line of 19th Street, thence running with the western right of way line of 19th Street

N29°59'50"E, 313.18 feet to the place of beginning, containing 16,214 square feet, or 0.37 acre more or less.

2. The Mayor of the City of Charleston be, and is hereby authorized and directed to execute, acknowledge and deliver a proper deed conveying to The University of Charleston, Inc., the sole adjoining property owner, all right, title and interest in and to said real property as described in Section 1 above, in consideration of a swap, conveyance and dedication to the City of a parcel of Petitioner's property containing 2,520 square feet located at the westerly terminus of Kanawha Avenue, S.E. remaining open for the creation and installation of a turnaround area on Kanawha Avenue, S.E. for the benefit of the public to provide efficient ingress and egress, which turnaround shall be constructed at Petitioner's sole expense and in compliance with applicable City standards; and in further consideration that the existing sanitary sewer line beneath said vacated street shall be removed and relocated to the vicinity of the service alley located between 19th and 20th Streets at the sole expense of The University of Charleston, Inc., provided however, to be effective as of the effective time of this Bill, The University of Charleston will execute and deliver to The Sanitary Board of The City of Charleston, West Virginia, ("Board") on the Board's form an easement for the said existing sanitary sewer line, with the understanding that the said sanitary sewer line shall remain in its present location beneath the vacated street until such time as the said sanitary sewer line is relocated at the sole expense of The University of Charleston, Inc. to another route in a nearby alley and across other University property adjacent to the said alley in another easement being granted by the University to the Board contemporaneously herewith, all to accommodate the expansion and renovation of Triana Field.

3. The University of Charleston, Inc., will dedicate and convey to the City of Charleston a parcel of land for a turnaround at the westerly terminus of Kanawha Avenue S.E. connected to the remaining open portion of Kanawha Avenue S.E. and an alley between 19th and 20th Streets, containing a total of 2520 square feet, as described below:

A piece or parcel of land situate on the waters of the Kanawha River, along 19th Street and

Kanawha Avenue, SE, of Kanawha City Corp. District, City of Charleston, Kanawha County, West Virginia, more particularly described as follows;

Commencing at a 5/8 inch rebar with Potesta cap found at the intersection of the western right of way line of 19th Street, and the northern right of way line of Kanawha Avenue, SE, said rebar is also a point in the property line of tax parcel 14, found of record in the name of Morris Harvey College (now The University of Charleston, Inc.), in Deed Book 910 page 73, and another tract of land found recorded in the name of Morris Harvey College (now The University of Charleston, Inc.), tax parcel 15, Deed Book 2898, page 30, thence running with the northern right of way line of Kanawha Avenue, SE

59°51'40"E, 128.06 feet to a 5/8 rebar with Potesta cap set, to The True Point Of Beginning, said rebar being in the property line of tax parcel 16, said parcel is found of record in the name of Morris Harvey College, (now The University of Charleston, Inc.), and is a part of the tract recorded in Deed Book 1347 page 521, thence leaving the northern right of way line of Kanawha Avenue, SE., and running through and across tax parcel 16, for the following courses and distances

N30°08'30"E, 36.00 feet to a 5/8 inch rebar with Potesta cap set, thence

S59°51'40"E, 70.00 feet to a 5/8 inch rebar with Potesta cap set, in the property line of tax parcel 17, found of record in Deed Book 2968 page 750, said tract being a tract of land found of record in the name of "The University Of Charleston, Inc.", in Deed Book 2968 page 750, thence running with the boundary line of tax parcels 16 and 17

S30°08'30"W, 36.00 feet to a 5/8 inch rebar with Potesta cap set, in the northern right of way line of Kanawha Avenue, SE., thence running with the right of way line of said road

N59°51'40"W, 70.00 feet to the place of beginning, containing 2,520 square feet, or 0.06 acres more or less.

4. The University of Charleston, Inc. will construct the turnaround in compliance with all City standards and upon completion and approval thereof by the City Engineer, will execute a deed of the turnaround and the land described in Section 3 above to the City of Charleston and the City of Charleston will accept the dedication of the above-described parcel of land and turnaround.

5. At its sole cost and expense, The University of Charleston, Inc. will relocate the said existing sanitary sewer to the new easement in compliance with all Board standards.

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

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Councilmember Reishman moved to approve the bill. Councilmember Lane seconded the motion. A roll call was taken:

YEAS: Burka, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Hoover, Ireland, Jones, King, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Smith, Snodgrass, Talkington, Ware, Mayor Jones

NAYS: NONE

ABSTAIN: Ceperley

ABSENT: Burton, Harrison, Steele

With a majority of members elected recorded thereon as voting in the affirmative with one abstention the Mayor declared Bill No. 7755 passed.

2. Your committee on Finance has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7756 do pass.

Bill No. 7756 - A Bill claiming and releasing all right title and interest of The City of Charleston under that certain Agreement dated October 1, 1962, between Morris Harvey College and the City of Charleston, recorded in the office of the Clerk of the County Commission of Kanawha County, West Virginia in Deed Book 1386, at page 675.

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

1. In consideration of the closure of a portion of 19th Street (formerly South Elizabeth Street) by Bill No. 599 adopted by the Council of the City of Charleston on February 19, 1963, at the request of Morris Harvey College, Morris Harvey College granted the City of Charleston rights under said land including an easement to construct a bridge or approaches thereto or a sewer facility on the vacated land by that certain Agreement dated October 1, 1962, between Morris Harvey College and the City of Charleston, recorded in the office of the Clerk of the County Commission of Kanawha County, West Virginia in Deed Book 1386, at page 675. The vacated land is now part of Triana Field owned by The University of Charleston, Inc.

2. The City of Charleston has determined that the City and the City acting by and on behalf of the Sanitary Board has never used and does not foresee any future need for the easement under said Agreement and is agreeable to releasing and terminating the same.

3. The Mayor of the City of Charleston be, and is hereby authorized and directed to execute, acknowledge and deliver a proper quitclaim deed conveying and releasing to The University of Charleston, Inc., all its rights, title and interest under the Agreement described in Section 1 above in consideration for The University of Charleston granting and conveying to the Sanitary Board of Charleston a sanitary sewer easement agreement across the University's Triana Field property to be located at a mutually agreeable location in a manner consistent with and substantially in the form of the Quitclaim Deed and Sanitary Sewer Easement Agreement attached hereto.

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

Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 944-17 do pass.

Resolution No. 944-17 - Authorizing the Mayor or his designee to submit an application in the amount of \$135,857 to the Bureau of Justice Assistance Edward Byrne Justice Assistance Grant Program. The Charleston Police Department will use \$104,340.00 for in-car cameras and the Kanawha County Sheriff's Department will use \$31,517.00 for crime scene investigation supplies. Matching funds for the grant are not required.

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

That the Mayor or City Manager is hereby authorized and directed to submit an application in the amount of \$135,857.00 to the Bureau of Justice Assistance Edward Byrne Justice Assistance Grant Program. The Charleston Police Department will use \$104,340.00 for in-car cameras and the Kanawha County Sheriff's Department will use \$31,517.00 for crime scene investigation supplies. Matching funds for the grant are not required.

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ___ day of _____, 2017, by and between the CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, party of the first part, and THE UNIVERSITY OF CHARLESTON, INC., a West Virginia non-profit corporation, formerly known as Morris Harvey College, party of the second part;

WHEREAS, Morris Harvey College purchased from Beach View Company by Quitclaim Deed dated May 22, 1961, and recorded in the office of the Clerk of the County Commission of Kanawha County in Deed Book 1380, at page 677, the fee underlying that certain parcel of land in the Beach View Addition to the City of Charleston, "being a part of 19th Street, formerly South Elizabeth Street, extending from the north line of South Kanawha Avenue to the low water mark of Kanawha River," a paper street that was never opened, abutting other lands owned by Morris Harvey College;

WHEREAS, by Bill No. 599, adopted by the Council of the City of Charleston on February 18, 1963, a certified copy of which is attached hereto as Exhibit A, the party of the first part, through all appropriate legal channels, did permanently vacate, abandon and close that certain portion of 19th Street (formerly South Elizabeth Street) from the intersection of 19th Street and South Kanawha Avenue to the Kanawha River, in the Kanawha City area of the City of Charleston, Kanawha County, West Virginia, as a public street, and the Mayor and Clerk of the City of Charleston were authorized to execute, acknowledge and deliver to the owner of the fee underlying said street, Morris Harvey College, a deed quitclaiming the interest of the City in said street;

WHEREAS, Morris Harvey College changed its name to The University of Charleston, Inc., effective January 11, 1979, and is the owner of the fee underlying said vacated street and of all property abutting said vacated street;

WHEREAS, in connection with said street closing, Morris Harvey College, granted the City of Charleston an easement to "construct a bridge or approaches thereto or a sewer facility" on or over the vacated street by

Agreement dated October 1, 1962 (“Agreement”), and recorded in said Clerk’s office in Deed Book 1386, at page 675;

WHEREAS, the City of Charleston has not used and does not foresee any future need for said easement and is agreeable to releasing and terminating said easement.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the party of the first part does hereby REMISE, RELEASE and FOREVER QUITCLAIM to the party of the second part, all of its rights, title, and interest under the Agreement and in and to that part of 19th Street, formerly South Elizabeth Street, extending from the north line of South Kanawha Avenue to the low water mark of Kanawha River as shown on that certain map entitled “Map Showing a Part of 19th Street, Formerly South Elizabeth Street, in Beach View Addition in the City of Charleston, W. Va.,” dated May 22, 1962, made by Field Engineering Co., a copy of which is attached to the Agreement, and being the same property vacated by Bill No. 599 of the City of Charleston; and the party of the first part does further RELEASE and TERMINATE all of its right, title and interest in and to said easement granted in the Agreement recorded in said Clerk’s office in Deed Book 1386, at page 675.

In further consideration of this conveyance, the party of the second part will enter into an easement agreement with the City of Charleston acting by and through The Sanitary Board of said City, which easement agreement will be recorded in the aforesaid Clerk’s office simultaneously herewith, for the purposes of the construction, operation, maintenance, repair and removal of an underground sanitary sewer line over, on and under a portion of the parcel owned by the party of the second part and designated as Parcels 14, 15 and 16 of Tax Map 1 for Kanawha City Tax District in the City of Charleston, West Virginia.

DECLARATION OF CONSIDERATION OR VALUE: The undersigned hereby declares that this conveyance is not subject to excise tax on the privilege of transferring real estate for the reason that it is a Quitclaim Deed without consideration, made by a municipal corporation and political subdivision of the State of West Virginia.

IN WITNESS THEREOF, the parties have their respective names to be signed hereto by their duly qualified officers as of the date first above written.

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT and TERMINATION OF SEWER FACILITY EASEMENT (“Easement Agreement”), made this __ day of _____, 2017, by and between THE UNIVERSITY OF CHARLESTON, INC. (the “University”), a West Virginia non-profit corporation, formerly known as Morris Harvey College, and party of the first part, and THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA, a West Virginia municipal utility (“Sanitary Board”), and party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY to the party of the second part a twenty-foot (20’) wide permanent easement for the specific purpose of the installation of an underground sanitary sewer line, with ten-feet (10’) to be on either side of the centerline where the pipeline is to be installed, on, over, across, under and through land owned by the party of the first part, situate in Kanawha City District in the City of Charleston, West Virginia, and designated as Parcels 14, 15 and 16 of Tax Map 1 for Kanawha City Tax District (the “Property”), for the purpose of constructing, operating, maintaining, repairing and removing an underground sewer line and all appurtenances thereto, at the Sanitary Board's sole expense, the exact location of which line and easement is yet to be determined but which will be located at a mutually-agreeable location within the Property as shown and located on Exhibit A attached hereto and made a part hereof. The Property which is subject to this easement is part of the property that was conveyed on April 20, 1950, to Morris Harvey College from Arthur B. Hodges and Rosalie Hodges by a deed which is of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 910, at page 73.

The construction of the sanitary sewer line shall not interfere with any structures or improvements now located on the Property, or to be located on the Property in the future. If the Sanitary Board chooses to exercise its rights under this Easement, the Sanitary Board and the University will record an Amendment to this Easement Agreement that includes a legal description and map in the aforesaid Clerk’s office evidencing the location of said twenty-foot (20’) wide easement. Further, if the Sanitary Board chooses to exercise its rights under this Easement, the conditions, rights and obligations set forth in Paragraphs One through Six below of this Agreement will apply to said Property.

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

1. The specific location of the sanitary sewer line on the Property has not yet been determined, but the location shall be mutually agreed upon by both parties to this Agreement prior to the commencement of construction of the sewer line. An Amendment to this Agreement evidencing such location, legal description of the easement, and a site map must be recorded in the real estate records of the Clerk of the County Commission of Kanawha County, West Virginia, once the mutually agreed upon location has been determined.
2. The parties acknowledge that the Property is currently being used as a sports field for the University and for the community and that the University plans to renovate and expand the field on the Property and on adjacent property. The Sanitary Board will make every reasonable effort to perform construction, operation, maintenance, repair and removal of the sewer line at times and in a manner so as to lessen the disturbance to the University.
3. The University retains the right to use and enjoy the land on which the sanitary sewer easement may be located for purposes not inconsistent with the rights herein granted to the Sanitary Board. The University agrees to the following:
 - (a) not to construct additional improvements on the easement which would interfere with the sewer line and the rights of the Sanitary Board to construct, operate, maintain, repair or remove the sewer line;
 - (b) not to plant trees or 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 permission of the Sanitary Board.

4. The rights herein granted include the right of ingress and egress over the land of the University to and from the easement for the purpose of constructing, operating, maintaining, repairing and removing the sewer line. The rights herein granted further include the right to use reasonable portions of the lands of the University immediately adjacent to the easement for said purpose, but in a reasonable manner so as to limit disturbances to the University, and with the written permission of the University.

5. The Sanitary Board covenants and agrees that upon completion of any construction, operation, maintenance, repair or removal of the sewer line, that it will do the following:

(a) regrade the Property to the same general grade as existed prior to the construction of the sewer line, and restore the Property, to the extent such restoration is compatible with the easement granted herein, to its condition immediately prior to the construction, operation, maintenance, repair or removal of the said sewer line, as nearly as reasonably possible, being aware of the importance of the restoration of the Property because of the University and community's use of said Property as a sports field;

(b) repair, replace or compensate the University for any damage to any fences, sidewalks, parking areas, buildings, structures, underground pipes, or other improvements made to the Property or to the University's adjoining properties, prior to the Agreement which are disturbed by the construction;

(c) re-seed, re-sod and regrade any area of the Property and to repair any such improvements to the Property or surrounding property which may again have to be disturbed by the Sanitary Board as a result of the easement granted or compensate the University for damage to any established lawn or field;

(d) repair, replace or compensate the University for damage to sidewalks, driveways, or other pavements, and any underground structure or appurtenances thereto;

(e) replace, restore or compensate the University for damage to any trees, shrubbery, or other landscaping on the University's property but off of the easement area provided for herein, caused by any acts or ingress or egress onto the subject easement;

(f) maintain the easement on the Property in a state of good repair so that no unreasonable damage will result to the Property from its use; and

(g) protect the construction site to prevent injury to persons or damage to property.

6. The Sanitary Board agrees to indemnify and hold harmless the University against any and all suits, claims, losses and damages by reason of bodily injury, including death, to person or persons, or damage to or destruction of property of any kind or character, including loss of use thereof, arising out of or resulting from any act of the Sanitary Board relating to the construction, operation, maintenance, repair or removal of the sewer line within the easement being granted.

In consideration of this Easement Agreement, the party of the second part hereby agrees to TERMINATE and RELEASE to the party of the first party, any and all of its rights, title, and interest in and to that certain "sewer facility" easement on the parcel of property vacated by the City of Charleston and formerly part of 19th Street, situate on the waters of the Kanawha River, in the City of Charleston, West Virginia, under that certain Agreement dated October 1, 1962, by and between the City of Charleston and Morris Harvey College recorded in the aforesaid Clerk's office in Deed Book 1386, at page 675.

DECLARATION OF CONSIDERATION OR VALUE: The undersigned hereby declares that this conveyance is not subject to excise tax on the privilege of transferring real estate for the reason that this is a conveyance to a political subdivision of the State of West Virginia.

DECLARATION OF RESIDENCY: The party of the first part declares that it is a resident entity non-profit corporation formed and existing under the laws of the State of West Virginia as defined by W.Va. Code § 11-21-71b and intends this declaration to satisfy the requirements thereof.

Councilmember Reishman moved to approve the bill. Councilmember Lane seconded the motion. A roll call was taken:

YEAS: Burka, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Hoover, Ireland, Jones, King, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Smith, Snodgrass, Talkington, Ware, Mayor Jones

NAYS: NONE

ABSTAIN: Ceperley

ABSENT: Burton, Harrison, Steele

With a majority of members elected recorded thereon as voting in the affirmative with one abstention the Mayor declared Bill No. 7756 passed.

3. Your committee on Finance has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7759 do pass.

Bill No. 7759 - AN ORDINANCE TO AMEND THE REVISED ORDINANCES FOR THE CITY OF CHARLESTON, WEST VIRGINIA, BY ENACTING A NEW ARTICLE TO CHAPTER 30 – COMMUNITY DEVELOPMENT, “ARTICLE IV. –DEVELOPMENT AUTHORITY”, TO CREATE A PUBLIC AGENCY TO BE KNOWN AS THE CHARLESTON DEVELOPMENT AUTHORITY PURSUANT TO SECTION 1, ARTICLE 12, CHAPTER 7 OF THE CODE OF WEST VIRGINIA, 1931, AS AMENDED, FOR THE PURPOSES SET FORTH IN SECTION 2, ARTICLE 12, CHAPTER 7 THE CODE OF WEST VIRGINIA, 1931, AS AMENDED, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE OF OPERATING, FACILITATING, AND MANAGING THE EARLY DYNAMIC GUIDED ENGAGEMENT PROGRAM.

WHEREAS, pursuant to Chapter 7, Article 12 of the Code of West Virginia, 1931, as amended (the "Act"), the Council of The City of Charleston (the "City Council") desires to create and establish the public agency to be known as the Charleston Development Authority (the "CDA");

WHEREAS, the creation of the CDA is in contemplation of, among other things, that certain Joint Development Agreement (the "Agreement") by and among the CDA, the Charleston Urban Renewal Authority and The City of Charleston (the "City"), as authorized by the City Council pursuant to Resolution No. 933-17 on July 17, 2017;

WHEREAS, the City intends that the CDA will become a signatory to the Agreement after it is created and the board of the CDA has ratified and confirmed the Agreement; and

WHEREAS, the creation of the CDA is for the purposes set forth in Section 2 the Act, including, but not limited to, the purpose of operating, facilitating, and managing the Early Dynamic Guidance Engagement Program.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, AS FOLLOWS:

1. “Article IV. – Charleston Development Authority” to Chapter 30 – Community Development of the Code of Ordinances of the City of Charleston is hereby enacted to read as follows:

Article IV. – Charleston Development Authority

Section 30-65. Creation and Establishment of the Charleston Development Authority.

There is hereby created and established a municipal development authority pursuant to the authority provided in Chapter 7, Article 12 of the Code of West Virginia, 1931, as amended (the "Act") to be known as the "Charleston Development Authority" which shall constitute and be a public corporation.

Section 30-66. Management and Composition of the Charleston Development Authority.

The management and control of the Charleston Development Authority shall be vested in a board of not fewer than twelve (12) nor more than twenty-one (21) members. At a minimum,

the board shall at all times include:

- Three (3) members of City Council:
- One (1) representative of business, as required by the Act;
- One (1) representative of industry, as required by the Act;
- One (1) representative of labor, as required by the Act;
- Three (3) representatives of the Charleston Urban Renewal Authority;
- The City Manager;
- The Executive Director of the Charleston Urban Renewal Authority; and
- Such additional member(s) nominated and appointed as set forth in Section 30-67 of this Article.

The City Manager of The City of Charleston and the Executive Director of Charleston Urban Renewal Authority shall be ex-officio, voting members of the board. The initial members shall be nominated and appointed as described in Section 30-67 and shall serve for terms of one year, two years, and three years, divided equally between these terms. Thereafter, members shall be nominated and appointed for terms of three years each as described in Section 30-67. Members shall serve until their successors shall have been duly appointed, or until their earlier death, resignation or removal. The City Council may, at its discretion, remove any member or fill any vacancy in accordance with the Act.

Section 30-67. Nomination and Appointment of Members of the Development Authority.

The members of the Charleston Development Authority shall be nominated by the Mayor with the appointment of the members confirmed by majority vote of the City Council. The Charleston Urban Renewal Authority shall recommend prospective candidates to the Mayor for appointment of the three members representing the Charleston Urban Renewal Authority.

Section 30-68. Powers of the Development Authority.

The Charleston Development Authority shall have and may exercise all of the powers available to it pursuant to Section 7 of the Act.

Section 30-69. Purpose of the Development Authority.

The purpose of the Charleston Development Authority shall be to advance and promote those purposes contained in Section 2 of the Act, as the same exists including, but not limited to, the purpose of operating, facilitating, and managing the Early Dynamic Guidance Engagement Program.

Section 30-70. Early Dynamic Guidance Engagement Program Joint Development Agreement.

After the creation of the Charleston Development Authority, the board of the Charleston

Development Authority shall ratify, confirm and become party to that certain Joint Development Agreement with the Charleston Urban Renewal Authority and the City.

Section 30-71. Legal Counsel.

For such legal services as the Charleston Development Authority may require, it may call upon the City Attorney or it may employ its own counsel in consultation with the City Attorney.

Section 30-72. Effective Date.

This Ordinance shall take effect from its adoption by the City Council as provided in Section 41 of the Charter of the City.

Councilmember Reishman moved to approve the bill. Councilmember Lane seconded the motion. A roll call was taken:

YEAS: Burka, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Hoover, Ireland, Jones, King, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Smith, Snodgrass, Talkington, Ware, Mayor Jones

NAYS: NONE

ABSENT: Burton, Harrison, Steele

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7759 passed.

REPORTS OF OFFICERS

1. Report of the City of Charleston Payroll Variance Analysis;
August 2017.
Received and Filed.
2. Municipal Court Report to City Council Month Ending August 2017.
Received and Filed.

NEW BILLS

Introduced by Councilmember Shannon Snodgrass on September 5, 2017:

Bill No. 7760 - A Bill to establish a stop intersection on Olde Ashe Lane at Woodbridge Drive.

Refer to Streets and Traffic Committee.

ADJOURNMENT

The Clerk, JB Akers, called the closing roll call:

YEAS: Burka, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Harrison, Hoover, Ireland, Jones, King, Lane, Minardi, Overstreet, Persinger, Reishman, Richardson, Salisbury, Smith, Snodgrass, Talkington, Ware, Mayor Jones

NAYS: NONE

ABSENT: Burton, Harrison, Steele

At 7:20 p.m., by a motion from Councilmember Lane, Council adjourned until Monday, September 18, 2017, at 7:00 p.m., in the Council Chamber in City Hall.

Danny Jones, Honorable Mayor

JB Akers, City Clerk