



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

CITY OF CHARLESTON, WEST VIRGINIA

Regular Meeting – Monday, July 17, 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 second meeting in the month of July on the 17th 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 Councilmember Richardson. The Honorable Clerk, JB Akers, called the roll of members and it was found that there were present at the time:

CHESTNUT	CLOWSER	CEPERLEY
EALY	FAEGRE	DAVIS
HARRISON	HOOVER	HAAS
JONES	KING	IRELAND
	OVERSTREET	LANE
REISHMAN	RICHARDSON	PERSINGER
SMITH	SNODGRASS	SALISBURY
TALKINGTON	WARE	STEELE
		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. Councilmember Mary Jean Davis announced that The City of Charleston placed first in the Corporate Cup. YMCA Sports Director Chris Wade and Membership Director Avon Cobourne, presented the trophy to Team Captains John Shannon and Cari Morris. Mayor Jones accepted the trophy.

CLAIMS

1. A claim of Karen Ciampanella, 5416 Washington Avenue SE, Charleston, WV;
Alleges personal injury.
Refer to City Solicitor.
2. A claim of Virginia Collins, 5565 Seneca Trail Valley Bend, Charleston, WV;
Alleges personal injury.
Refer to City Solicitor.
3. A claim of Chris Kossos, 823 Chappell Road, Charleston, WV;
Alleges damage to vehicle.
Refer to City Solicitor.
4. A claim of Linda Taylor, 613 Ruffner Avenue, Charleston, WV;
Alleges damages to property.
Refer to City Solicitor.
5. A claim of Terry Cecil, 314 31st Street W., Charleston, WV;
Alleges damages to property.
Refer to City Solicitor.

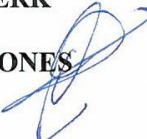
COMMUNICATIONS

1.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



TO: J. B. AKERS
CITY CLERK

FROM: DANNY JONES
MAYOR 

RE: CHARLESTON CONVENTION & VISITORS BUREAU

DATE: JULY 17, 2017

I recommend that Greg Bolles, 200 Hotel Circle, Charleston, WV 25311, be reappointed to the Charleston Convention & Visitors Bureau, with a said term to expire February 17, 2020.

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

DJ/dmp


Councilmember Harrison moved to approve the appointment. Councilmember Lane seconded that motion. By unanimous vote, the appointment was confirmed.

2.



CITY OF CHARLESTON
OFFICE OF THE MAYOR

**TO: J. B. AKERS
CITY CLERK**

**FROM: DANNY JONES
MAYOR** 

RE: CHARLESTON CONVENTION & VISITORS BUREAU

DATE: JULY 17, 2017

I recommend that Gary Chernenko, 1516 Autumn Road, Charleston, WV 25314, be reappointed to the Charleston Convention & Visitors Bureau, with a said term to expire February 17, 2020.

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

DJ/dmp


Councilmember Harrison moved to approve the appointment. Councilmember Lane seconded that motion. By unanimous vote, the appointment was confirmed.

3.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



**TO: J. B. AKERS
CITY CLERK**

**FROM: DANNY JONES
MAYOR** 

RE: CHARLESTON CONVENTION & VISITORS BUREAU

DATE: JULY 17, 2017

I recommend that Ramona Jackson, 200 Lee Street, East, Charleston, WV 25301, be reappointed to the Charleston Convention & Visitors Bureau, with a said term to expire February 17, 2020.

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

DJ/dmp

Councilmember Harrison moved to approve the appointment. Councilmember Lane seconded that motion. By unanimous vote, the appointment was confirmed.

4.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



**TO: J. B. AKERS
CITY CLERK**

**FROM: DANNY JONES
MAYOR**

RE: CHARLESTON CONVENTION & VISITORS BUREAU

DATE: JULY 17, 2017

I recommend that Al Najjar, 1 Clay Square, Charleston, WV 25301, be reappointed to the Charleston Convention & Visitors Bureau, with a said term to expire February 17, 2020.

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

DJ/dmp

Councilmember Harrison moved to approve the appointment. Councilmember Lane seconded that motion. By unanimous vote, the appointment was confirmed.

5.

City of Charleston
P.O. Box 2749
Charleston, WV 25330



July 17, 2017

Dear Mayor Jones and Councilmembers:

As petitioner, I respectfully request your approval to officially withdraw Bill No. 7746

Sincerely,

Jack Harrison

Councilmember Harrison moved to withdraw Bill No. 7746. Councilmember Lane seconded the motion. With the ayes being the majority, Mayor Jones declared Bill No. 7746 officially withdrawn.

REPORTS OF COMMITTEES

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 resolution, and reports the same to Council with the recommendation that Resolution No. 935-17 do pass.

Resolution No. 935-17 - Authorizing the Finance Director to amend the FY 2017- 2018 Coal Severance Fund budget as indicated on the attached list of accounts.

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

That the Finance Director is hereby authorized and directed to amend the FY 2017- 2018 Coal Severance Fund budget as indicated on the attached list of accounts.

Coal Severance Fund FY 2017-2018 Budget Amendment No. 1 - July 17, 2017

Account No.	Department	Account Description	Amount
002 299 00 0000	Revenue	Coal Severance Tax - Balance on Hand	(43,662)
002 000 00 000 5 566		Contributions to Other Funds	43,662

To recognize coal severance tax receivable to establish the beginning balance for FY 2018

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

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

NAYS: NONE

ABSENT: Burka, Burton, Minardi

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 935-17 adopted.

2. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 936-17 do pass.

Resolution No. 936-17 - Authorizing the Finance Director to amend the FY 2017- 2018 Civic Center Fund budget as indicated on the attached list of accounts.

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

That the Finance Director is hereby authorized and directed to amend the FY 2017- 2018 Civic Center Fund budget as indicated on the attached list of accounts.

Civic Center FY 2017-2018 Budget Amendment No. 1 - July 17, 2017			
Account No.	Department	Account Description	Amount
402 358 00 0342	Civic Center Revenues	Trf In - Coal Severance Fund	(43,662)
402 358 00 0341	Civic Center Revenues	Trf In - General Fund - Debt Svc.	43,662
To true up sources of transfer-in revenues as a result of additional coal severance revenue.			
402 358 00 0343	Civic Center Revenues	Trf In - Capital Improvement Fund	(8,900)
402 910 01 000 4 458	Capital Outlay	Major Improvements	8,900
To recognize the inflow from Civic Center Capital Improvement Fund 214 to provide funding for the of chiller at Civic Center Little Theater.			

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

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

NAYS: NONE

ABSENT: Burka, Burton, Minardi

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 936-17 adopted.

3. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 926-17 do pass.

Resolution No. 926-17 - Authorizing the Finance Director to amend the FY 2017- 2018 General Fund budget as indicated on the attached list of accounts.

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

That the Finance Director is hereby authorized and directed to amend the FY 2017- 2018 General Fund budget as indicated on the attached list of accounts.

General Fund FY 2017-2018 Budget Amendment No. 1 - July 17, 2017

Account No.	Department	Account Description	Amount
001 412 00 000 2 219	City Manager	Rents	(406,000)
001 910 01 002 5 566	Civic Center Support	Operational Subsidy - Other	406,000
To change the General Fund expense account charged for support for parking Building #3 and #4 as a result of transferring facilities from Parking System to Civic Center.			
001 369 00 0000	Revenue	Transfer from Other Funds	(5,700)
001 979 00 910 4 458	Municipal Auditorium	Capital Outlay - Equipment	5,700
To recognize inflow from Municipal Auditorium Capital Improvement Fund 215 to provide funding for the purchase of Timestep Dance Floor for use at the Auditorium.			
001 910 01 000 5 566	Civic Center Support	Debt Service	43,662
001 910 01 002 5 566	Civic Center Support	Operational Subsidy - Other	(43,662)
To re-classify certain Civic Center subsidies as a result of additional coal severance revenue			

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

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

NAYS: NONE

ABSENT: Burka, Burton, Minardi

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 926-17 adopted.

4. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 927-17 do pass.

Resolution No. 927-17 - Authorizing the Mayor or City Manager to enter into an agreement with Garcie R. Marker & Sons, Inc., in the amount of \$246,140.00, for the Concrete Curb and Sidewalk Project.

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 enter into an agreement with Garcie R. Marker & Sons, Inc., in the amount of \$246,140.00, for the Concrete Curb and Sidewalk Project.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 927-17 adopted.

5. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 928-17 do pass.

Resolution No. 928-17 – Authorizing the Mayor or City Manager to enter into an agreement with WV Paving, Inc. in the amount of \$835,590.00, for the Schoenbaum Tennis Courts Drainage Repairs for eight tennis courts.

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 enter into an agreement with WV Paving, Inc. in the amount of \$835,590.00, for the Schoenbaum Tennis Courts Drainage Repairs for eight tennis courts.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 928-17 adopted.

6. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 929-17 do pass.

Resolution No. 929-17 – Authorizing the Mayor or City Manager to enter into an agreement with Suttle and Stalnaker in the amount of \$58,000 to conduct a Single Audit for the City of Charleston for FY 2017, in accordance with Federal OMB Circular A-133.

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 enter into an agreement with Suttle and Stalnaker in the amount of \$58,000 to conduct a Single Audit for the City of Charleston for FY 2017, in accordance with Federal OMB Circular A-133.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 929-17 adopted.

7. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 930-17 do pass.

Resolution No. 930-17 – Authorizing the Finance Director to issue a refund to Johnson Controls Inc. in the amount of \$31,433.94 for overpayment of Business and Occupation (“B&O”) taxes for the period April 1, 2012 through March 31, 2015. The taxpayer reported revenue for jobs outside of City limits. The refund request has been validated by the Auditing Division of the City Collector’s Office.

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

That the Finance Director is hereby authorized and directed to issue a refund to Johnson Controls Inc. in the amount of \$31,433.94 for overpayment of Business and Occupation (“B&O”) taxes for the period April 1, 2012 through March 31, 2015. The taxpayer reported revenue for jobs outside of City limits. The refund request has been validated by the Auditing Division of the City Collector’s Office.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 930-17 adopted.

8. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 931-17 do pass.

Resolution No. 931-17 – Authorizing the Mayor to sign and submit to the U. S. Department of Housing and Urban Development the Annual Action Plan for Program Year 2017 (FY 2017 to 2018), year 3 of the Consolidated Plan, and all required certifications and agreements including sub-recipient project agreements, relating to the Annual Action Plan.

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

That the Mayor is hereby authorized and directed to sign and submit to the U. S. Department of Housing and Urban Development the Annual Action Plan for Program Year 2017 (FY 2017 to 2018), year 3 of the Consolidated Plan, and all required certifications and agreements including sub-recipient project agreements relating to the Annual Action Plan.

2017 Proposed Activities

<u>Project #</u>	<u>Activity/Description</u>	<u>Amount</u>
<u>Administration</u>		
17	<u>CORP Admin</u> - (Charleston Owner-Occupied Rehabilitation Program) Administration – These funds will be used for the services and delivery costs of the CORP.	121,500.00
1	<u>CD Admin</u> - These funds will be used for the administration of the Community Development Block Grant Program.	272,943.00
<u>Rehabilitation</u>		
16	<u>CORP Rehab</u> - (Charleston Owner-Occupied Rehabilitation Program) – Funding for rehabilitation projects for low-to-moderate income families living in the city of Charleston.	300,000.00
	<u>City Owned Shelters - Major Renovations</u> - Major renovations to RSLC Giltinan Center and YWCA Sojourners	7,500.00
	<u>COB YWCA Child Development Center - Major Renovations</u> - Major renovations to YWCA Child Development Center daycare facility	3,750.00
2	<u>COB RCCR Smith Street Station - Major Renovations</u> - Major renovations to RCCR Smith Street Station	3,750.00
18	<u>Sidewalks</u> - this activity will provide for the repair and/or replacement of curbs and sidewalks in low income areas of Charleston.	250,000.00
<u>Demolition</u>		
19	<u>Demolition</u> - Asbestos abatement and demolition of substandard structures throughout Charleston to eliminate health and safety hazards.	200,000.00
<u>Public Services</u>		
3	<u>Covenant House, LLC</u> - Funding for this project located at 600 Shrewsbury Street, Charleston, WV 25301 will assist with Drop-In Coordinator salary, benefits & payroll taxes	7,187.00
4	<u>Daymark - Patchwork</u> - Funding for this program, Patchwork, a crisis intervention center and shelter for youth, located at 1583 Lee Street, Charleston, 25311, will assist with salary, benefits & payroll taxes for direct service providers.	18,483.00
5	<u>Kanawha Valley Fellowship Home</u> - Funding for this halfway house for men recovering from substance abuse will assist with food & utility expenses at the facility located at 1121 Virginia Street, Charleston 25301.	14,375.00
6	<u>Manna Meal</u> - Funding for this soup kitchen, located at 1105 Quarrier Street, Charleston, WV 25301, that serves the homeless and low income persons will assist with food expenses.	28,751.00
7	<u>Pro-Kids, Inc.</u> - Funding for this after school program located at 209 Morris Street, Charleston, 25301, will assist with salaries, benefits & payroll taxes.	13,348.00
8	<u>REA of Hope Fellowship Home</u> - Funding for this halfway house for recovering alcoholic women, located at 1429 Lee Street, Charleston 25301, will assist with utility expenses.	6,161.00

<u>Project #</u>	<u>Activity/Description</u>	<u>Amount</u>
9	RCCR - Smith Street Station - Funding for this transitional housing development, located at 801 Smith Street, Charleston, 25301, will assist with utility expenses.	22,590.00
10	Roark Sullivan Lifeway Center Health Care Program - Funding to assist with salary, benefits & payroll taxes for the Health Care Outreach Program based at the RSLC located at 505 Leon Sullivan Way, Charleston, WV 25301.	15,402.00
11	West Virginia Health Right - This facility which offers health care and medications and to the homeless and needy citizens in Charleston and surrounding areas is located at 1520 Washington Street, East, Charleston, 25311. Funding will assist with the purchase of medications and medical supplies/dental supplies & consumables.	46,207.00
12	WV Women Work - This program, Step Up for Women, offers a skilled trade training class for women. Funds will assist with salaries, benefits & payroll taxes & rent. Program is based at 1506 Kanawha Blvd., West, Charleston, WV 25312	5,134.00
13	Women's Health Center - Funding for the Women's Health Center, parent program, located at 510 Washington Street, West, Charleston, 25302, will assist with salary, benefits & payroll taxes for the licensed social workers and for the transportation expense for the clients.	17,456.00
14	YWCA - SOJOURNERS - Emergency shelter for homeless women and families, located at 1418 Washington Street, East, Charleston, WV 25301. Funding provided will assist salary, benefits & payroll expenses of the substance abuse counselor.	9,241.00
	Unprogrammed Funds - Funds for emergency projects and overruns during the program year.	941.00
HOME	Total CDBG	1,364,719.00
20	HOME Admin - Administrative funds for the Home program	47,111.20
21	HOME/PROJECT - Funds allocated to qualified persons/families in the city of Charleston and Kanawha County to assist first-time homebuyers with downpayment, closing costs and mortgage subsidies.	353,334.00
22	HOME/CHDO - Funds allocated to qualified Community Housing Development Organizations (CHDO's) in the city of Charleston and Kanawha County.	70,666.80
	Total HOME	471,112.00
	Total Grant Funds	1,835,831.00

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 931-17 adopted.

9. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 933-17 do pass.

Resolution No. 933-17 – Authorizing the City Manager to enter into a Joint Development Agreement with CURA pursuant to the terms identified in the attached Exhibit A for the purpose of renovating the building at 170 Summers Street to support a program of Early Dynamic Guided Engagement (Charleston EDGE) and ancillary uses as reference therein subject to final review and approval by legal counsel for the City of Charleston.

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

That the City Manager is hereby authorized and directed to enter into a Joint Development Agreement with CURA pursuant to the terms identified in the attached Exhibit A for the purpose of renovating the building at 170 Summers Street to support a program of Early Dynamic Guided Engagement (Charleston EDGE) and ancillary uses as reference therein subject to final review and approval by legal counsel for the City of Charleston.

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT dated _____, 2017 (this

“Agreement”), by and among The City of Charleston, a municipal corporation and political subdivision of the State of West Virginia (the “City”), Charleston Urban Renewal Authority, an urban renewal authority created by the City under Chapter 16 of the Code of West Virginia, 1931, as amended (“CURA”), and ratified and confirmed by the Charleston Development Authority, a municipal development authority to be created by the City under Chapter 7 of the Code of West Virginia, 1931, as amended (“CDA”).

RECITALS

WHEREAS, the City and CURA desire to enter into this Agreement, to be ratified and confirmed by the CDA, to set forth certain agreements regarding the design, construction, equipping, operation and management of the Early Dynamic Guidance Engagement Program (the “EDGE Program”), and the Commercial Premises (as hereinafter defined);

WHEREAS, CURA owns and controls the real property and the improvements thereon located at 170 Summers Street, Charleston, West Virginia (collectively, the “Property”);

WHEREAS, the location and operation of the EDGE Program and Commercial Premises by CDA is consistent with CURA’s Strategic Urban Renewal Plan for Downtown Charleston, Near East End, and Near West Side Districts, including, but not limited to, the Redevelopment Policy and Objectives in Section 1.0, and Section 5.0 Redevelopment Approach;

WHEREAS, pursuant to the terms of this Agreement, the City agrees to manage the design, construction and equipping of the improvements at the Property (the “Project”);

WHEREAS, the City has retained ZMM, Inc. (“ZMM”) to provide design development documents and cost estimates for the Project, and the City intends to retain ZMM to complete construction documents and bid documents;

WHEREAS, ZMM estimates that the total construction costs of the Project are approximately \$4,488,090, which includes a construction contingency of five percent (5%);

WHEREAS, upon completion of the construction documents and bid package, the City shall solicit bids and administer the Construction Contracts (defined herein);

WHEREAS, the City shall enter into the Construction Contracts for the Project, and CURA has agreed to contribute \$710,000 toward the costs of the Project, with the City contributing the remaining balance of the costs of the Project up to an amount not to exceed \$3,800,000;

WHEREAS, City intends to create the CDA by ordinance whereupon CDA shall ratify this Joint Development Agreement for the purpose of taking ownership of the Property and operating and managing the EDGE Program and the Commercial Premises;

WHEREAS, upon substantial completion of the Project, CURA agrees to sign over title to the Property to CDA, and thereafter, CDA shall operate and lease the Property as described herein;

WHEREAS, the City agrees to provide general maintenance and repairs for the Property after completion of the Project, subject to reimbursement by CDA for materials and supplies, so long as the Property is utilized for the EDGE Program;

WHEREAS, the City shall develop the terms under which CDA shall operate the EDGE Program, and the City agrees to provide administrative services and act as the fiscal agent for the EDGE Program for the initial four years of the EDGE Program or until such time as the City and CDA mutually agree to alter this obligation; and

WHEREAS, the City and CDA may enter into further agreements or understandings regarding the operation of the EDGE Program, the receipt and administration of grants for the EDGE Program, and maintenance and repair of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for the purposes of this Agreement:

“Commercial Premises” means the first floor of the Property which shall be renovated to a conditioned “white box” level as presented and contemplated in Design Development documents prepared by ZMM.

“Construction Contracts” means the Construction Contracts by and between the City and the contractors named therein, relating to the Project.

“Costs of the Project” means the estimated costs of design, construction and equipping of the Project.

“EDGE Program Participants” means a participant in the EDGE Program and a tenant of one of the apartments pursuant to a lease by CDA to such participant and tenant.

“EDGE Program Premises” means the second and third floors of the Property, which shall include, but not be limited to, 12 one-bedroom apartments, and an amenity deck and a meeting/club room that will be constructed on the rooftop of the Property.

“Payment Security” and “Performance Security” means the payment and performance bonds as prescribed in the Construction Contracts.

ARTICLE II

OWNERSHIP AND LEASING OF THE PROPERTY

Section 2.01. Ownership and Leasing of the Property during Construction of the Project.

(a) During the construction of the Project, CURA shall maintain its ownership of the Property.

(b) In accordance with and subject to the terms and conditions of this Agreement, CURA hereby agrees to enter into a lease with the City for a term equal to the time required to complete construction and equipping of the Project.

Section 2.02. Ownership and Leasing of the Property after completion Construction of the Project.

Upon Substantial Completion of the Project, as defined and determined by the terms of the applicable Construction Contract, or upon the issuance of a Certificate of Occupancy if Substantial Completion is otherwise not previously ascertained, CURA shall transfer the Property to CDA without further consideration.

ARTICLE III

CONSTRUCTION AND EQUIPPING OF THE PROJECT; CONSTRUCTION CONTRACTS

Section 3.01. Duty of the City to Contract for Design, Construction and Equipping of the Project.

The City shall procure and manage the design, construction and equipping of the Project. The City has obtained or shall obtain approval of the plans and specifications for the Project and all required permits to perform the work under such plans and specifications. The Project shall be constructed in compliance with the applicable Construction Contracts. Notwithstanding anything herein to the contrary, the City may choose to complete all or any portion of the Project utilizing its in-house construction crew in compliance with the design prepared by ZMM.

Section 3.02. Obligation of City under Construction Contracts.

The Construction Contracts shall be entered into by the City, and the City shall be entitled to carry out, amend, modify and otherwise deal with the Construction Contracts as if this Agreement was not in effect, including the right to enforce or collect upon any Performance Security or Payment Security, the release of any collateral therefor, the approval of change orders, the acceptance of the improvements described therein and the amendment, modification or termination of any Construction Contract.

Section 3.03. Performance Security and Payment Security.

Release of Performance Security and Payment Security required pursuant to the Construction Contracts shall be controlled by the terms of the applicable Construction Contract.

ARTICLE IV

FUNDING

Section 4.01. Scope of Development Agreement; Funding of Project.

This Agreement is intended, in part, to facilitate the funding by the City and CURA of the costs of the Project. This Agreement shall not involve the expenditure of, or an encumbrance on, any other funds or monies of the City or CURA, general or special. CURA shall deposit \$710,000 with the City to pay for a portion of the costs of the Project upon the City’s solicitation and award of a Construction Contract; provided nothing shall obligate the City to award a Construction Contract upon the solicitation of bids. The City shall pay for the remaining costs of the Project, which may include but not be limited to the procurement of further design and construction documents, in an amount not to exceed \$3,800,000 and shall have the ability to alter the scope of the Project to keep it within the stated funds available.

Section 4.02. No Obligation of CDA.

CDA shall not be obligated to fund any costs of the Project.

Section 4.03. Agreement to Fund Costs of the Project.

The City hereby agrees to cause amounts described in Section 4.01 hereof to be used to fund the costs of the Project in accordance with the terms and conditions of this Agreement and for no other purpose, unless this Agreement is terminated by the City for default as provided herein.

ARTICLE V OPERATION OF

THE PROPERTY

Section 5.01. Operation of the Property after Completion of Project.

(c) Upon completion of the Project, CURA shall transfer title of the Property over to CDA in accordance with Section 2.02 hereof.

(d) CDA shall lease the EDGE Program Premises to EDGE Program Participants in accordance with the rules and regulations of participation in the EDGE Program developed by the City and implemented by CDA.

(c) CDA shall exercise commercially reasonable efforts to pursue tenants and uses for the Commercial Premises that are in the first instance consistent with the City’s Imagine Charleston Comprehensive Plan and CURA’s Strategic Urban Renewal Plan for Downtown Charleston, Near East End, and Near West Side Districts.

Section 5.02. Maintenance of the Property.

To the extent necessary, the City hereby agrees to provide general maintenance and repairs for the Property after completion of the Project, subject to reimbursement by CDA for materials and supplies, so long as the Property is utilized for the EDGE Program, and subject to further agreement between the City and CDA.

Section 5.03. Assignment of Ownership and/or Operation of the Property.

(a) It is understood by the City, CURA and CDA that, during the construction and equipping of the Project, this Agreement may not be assigned by the City to another entity, without the express written consent of CURA and CDA.

(b) It is understood by the City, CURA and CDA that this Agreement, after completion of the Project and transfer of title to the Property by CURA to CDA, may not be assigned in its entirety by CDA to another entity, without the express written consent of the City; provided, however, that CDA may lease the EDGE Program Premises and the Commercial Premises in accordance with Section 5.01(b) and (c).

ARTICLE VI

INSURANCE

Section 6.01. Insurance of Contractor and Subcontractors.

The City shall require that any contractor or subcontractor performing work under any Construction Contract provides satisfactory indemnification, Payment Security, and Performance Security and usual and customary insurance, including, but not limited to, Workmen’s Compensation, Employer’s Liability Insurance, Property Damage Insurance, special hazards insurance and adequate fire and standard extended insurance. The City shall not allow any contractor or subcontractor to commence work until the insurance required has been so obtained and approved. These requirements extend to all tiers of subcontracting. Notwithstanding the foregoing, for work that is completed by the City’s in-house maintenance crew, the

City shall provide customary insurance for such work.

Section 6.02. Property Insurance.

Notwithstanding Sections 3.02 and 3.03 herein, CURA shall be solely responsible for adequately insuring the Property and shall bear the risk of loss until the Property is transferred to the CDA pursuant to Section 2.02 herein. Upon transfer of the Property to the CDA, the CDA shall be solely responsible for adequately insuring the Property and shall bear the risk of loss.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 7.01. Representations and Warranties of the City.

The City represents, warrants and covenants for the benefit of CURA and CDA as follows:

(e) The City has the full legal right, power and authority to enter into this Agreement and to carry out and consummate the transactions on its part contemplated by this Agreement.

(f) The City has the power and authority to enter into this Agreement, to undertake the management of the design, construction and equipping of the Project contemplated hereby, has taken all action necessary to authorize this Agreement and the execution and delivery thereof and has in fact caused this Agreement to be properly executed and delivered.

(g) This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

(h) The City shall not, with knowledge, commit, suffer or permit any act to be done in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Project.

Section 7.02. Representations of CDA.

CDA represents to CURA and the City as follows:

(a) CDA has the full legal right, power and authority to enter into this Agreement and to carry out and consummate the transactions on its part contemplated by this Agreement; and

(b) CDA, by all necessary official action, has duly authorized and approved the adoption, or execution and delivery by CDA of, and the performance by CDA of the obligations on its part contained in this Agreement, and such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) This Agreement is a legal, valid and binding obligation of CDA, enforceable against CDA in accordance with its terms.

Section 7.03. Representations of CURA.

CURA represents to CDA and the City as follows:

(a) CURA has the full legal right, power and authority to enter into this Agreement and to carry out and consummate the transactions on its part contemplated by this Agreement; and

(b) CURA, by all necessary official action, has duly authorized and approved the

adoption, or execution and delivery by CDA of, and the performance by CURA of the obligations on its part contained in this Agreement, and such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) This Agreement is a legal, valid and binding obligation of CURA, enforceable against CURA in accordance with its terms.

ARTICLE VIII

TERMINATION

Section 8.01. Termination by Mutual Consent.

This Agreement may be terminated only by the mutual, written consent of the City, CURA and CDA.

Section 8.02. Force Majeure.

Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by any other cause beyond the reasonable control of the party, then the specified time for performance shall be extended by the

amount of the delay actually so caused.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notices.

Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or transmitted by electronic means (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

City:	The City of Charleston, West Virginia 501 Virginia Street East Charleston, WV 25301 Attention: City Manager
CURA:	Charleston Urban Renewal Authority 815 Quarrier Street, Suite 244 Charleston, WV 25301 Attention: Executive Director
CDA:	Charleston Development Authority 501 Virginia Street East Charleston, WV 25301 Attention: President

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 9.02. Severability.

If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.03. Successors and Assigns.

This Agreement shall be binding upon and, to the extent provided herein, inure to the benefit of the successors and assigns of the parties hereto.

Section 9.04. Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

Section 9.05. Merger.

No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.06. Parties in Interest.

Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City, CURA and CDA any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City, CURA or CDA shall be for the sole and exclusive benefit of such parties.

Section 9.07. Amendment.

This Agreement may be amended, from time to time, by supplements hereto, each executed by the City, CURA and CDA. Prior written notice of any such supplement shall be provided by the party executing the amendment to the other parties no later than fifteen (15) Business Days prior to execution and delivery of such supplement, and copies of such supplement shall be delivered by the party executing the amendment to the other parties within five (5) Business Days after execution and delivery of such supplement.

Section 9.08. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.09. Applicable Law.

State.

This Agreement shall be governed by and enforced in accordance with the laws of the

Section 9.10. Dispute Resolution.

The City, CURA and CDA will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail then the dispute may be mediated by a mutually acceptable mediator to be chosen by the City, CURA and CDA within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. The City, CURA and CDA will share the cost of the mediation equally. By mutual agreement, however, The City, CURA and CDA may postpone mediation until the parties have completed some specified limited discovery about the dispute. The parties may also mutually agree to replace mediation with some other form of non-binding alternate dispute resolution procedure (“ADR”) or to forego mediation altogether.

Any dispute which cannot be resolved between the parties through consultation, negotiation or mediation within a reasonable time may then be submitted to a court of competent jurisdiction in the County of Kanawha, West Virginia. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or to others.

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 933-17 adopted.

10. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 934-17 do pass.

Resolution No. 934-17 – Authorizing the City Manager to enter into an agreement with ZMM Architects and Engineers in the amount of \$185,000.00 for design services which include the preparation of construction documents, assistance with bidding and construction phase design administration related to the Charleston EDGE Project and the Joint Development Agreement with CURA for the building located at 170 Summers Street.

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 enter into an agreement with ZMM Architects and Engineers in the amount of \$185,000.00 for design services which include the preparation of construction documents, assistance with bidding and construction phase design administration related to the Charleston EDGE Project and the Joint Development Agreement with CURA for the building located at 170 Summers Street.



July 11, 2017

Mr. David Molgaard, City Manager
Ms. Sherry Risk, Executive Project Administrator
City of Charleston
501 Virginia Street East
Charleston, WV 25301

**Subject: Charleston EDGE – 170 Summers Street
Construction Documents, Bidding, and Construction Phase Fee Proposal**

Mr. Molgaard and Ms. Risk:

Thank you for providing ZMM Architects and Engineers the opportunity to assist the City of Charleston with the Charleston EDGE project. ZMM was engaged in August 2013 to commence work on the project, and previously developed the EDGE project in sufficient detail to establish projections for construction costs, an operating pro forma, as well as conceptual graphics to assist with funding application development, promotional materials, and community engagement. ZMM was re-engaged in 2015 to expand upon this scope to update the project budget, develop a video for the project, and modify the plan to reduce the residential lobby and increase the amount of leasable space on the first level. Most recently, ZMM has worked with the City to determine the feasibility of relocating the project to 170 Summers Street (previously the Dupont Hotel). As part of this effort, ZMM developed the project to the design development level, with the intent of having sufficient detail to obtain more accurate projections of the cost of the improvements.

Based upon the work completed to date (and the scope contained in the design development package), it is anticipated that the improvements to 170 Summers Street will cost approximately \$4.5M – with the City of Charleston construction crew completing a substantial portion of the remaining demolition. The purpose of this correspondence is to provide a fee proposal to complete the construction documents, assist with the bidding phase of the project, and to provide standard construction phase services. Our proposed scope of services for completion of the project is outlined below:

Construction Document Phase:

- ZMM will prepare construction documents, including plans, specifications, and bidding documents to implement the construction of the Charleston EDGE project at 170 Summers Street.
- Design will include site/civil, architecture, interior design, structural, mechanical, electrical, and plumbing engineering for construction of the proposed facility. ZMM will work closely with the City of Charleston and the Charleston Urban Renewal Authority (CURA) throughout the development of the design.
- Construction documents will include the following: Site Layout (at proposed stair and elevator addition), Architectural Plans, Enlarged Plans and Details, Roof Plan and Details, Elevations, Building and Wall Sections, Interior Finish Schedule and Details, Door and Window Schedules and Details, Elevator and Stair Plans and Details, as well as Structural, Mechanical, Electrical, Plumbing Plans and Details. A project manual will also be assembled with technical specifications and front-end/bidding documents specific to City of Charleston requirements.

Mr. David Molgaard, City Manager
Ms. Sherry Risk, Executive Project Administrator
July 11, 2017
Page 2 of 2

- Site visits will be made as required during the design phase to ensure that the documents are coordinated with existing conditions features, as well as to coordinate with local utilities.
- Excluded services include the site survey, Phase I Environmental Assessment (if required), and a geotechnical evaluation. ZMM will coordinate these and other services for the owner if requested. Permit fees are also excluded from this proposal.

Bidding Phase:

- ZMM will assist with the bid process by developing an Invitation to Bid, conducting a pre-bid meeting, preparing any required addenda, conducting the bid opening, and recommending a bid award.

Construction Phase:

- During the construction phase of the project, ZMM will provide the following services:
 - Assist with the Preparation of the Construction Contract
 - Ensure all Required Forms/Insurance have been Provided by the Contractor
 - Conduct a Pre-Construction Meeting
 - Review Submittals and Shop Drawings
 - Attend Regular (Bi-weekly) Construction Progress Meetings
 - Visit the Site as Needed to Address Other Construction Related Issues
 - Respond to Requests for Information (RFI's)
 - Review Construction Progress/Conformance with Bid Document
 - Review and Process Payment Applications
 - Conduct a Substantial Completion Inspection
 - Develop a Punch-List
 - Complete a Substantial Completion Form
 - Conduct a Final Completion Inspection
 - Assist with Warranty Issues

Fee Proposal

ZMM Architects and Engineers propose to provide the services noted above for a stipulated sum fee of one hundred eighty five thousand dollars (\$185,000.00). This fee includes all anticipated project expenses including out of office printing, mileage, and other travel expenses. The proposed fee will be billed monthly based upon project progress.

Please let me know if you have any questions or concerns regarding the proposed scope and fee proposal. ZMM appreciates the opportunity to assist with the completion of the Charleston EDGE project.

Respectfully submitted,
ZMM, Inc.



Adam R. Krason, AIA, NCARB, LEED-AP
Principal

Councilmember Reishman moved to approve the Resolution. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 934-17 adopted.

11. Your committee on Finance has had under consideration the following committee report, and reports the same to Council with the recommendation that committee report pass.

A bid submitted by SICO America Inc for purchase of Meeting Room Risers for \$39,770.00 to be used by the Civic Center.

To be charged to Account No. 216-979-00-000-4-460, Civic Center – Capital Outlay, Construction in Progress

Councilmember Reishman moved to approve the Committee Report. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared the Committee Report adopted.

12. Your committee on Finance has had under consideration the following committee report, and reports the same to Council with the recommendation that committee report pass.

A bid submitted by SICO America Inc for purchase of a Portable Dance Floor for \$34,069.00 to be used by the Civic Center.

To be charged to Account No. 216-979-00-000-4-460, Civic Center – Capital Outlay, Construction in Progress

Councilmember Reishman moved to approve the Committee Report. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared the Committee Report adopted.

13. Your committee on Finance has had under consideration the following committee report, and reports the same to Council with the recommendation that committee report pass.

A bid submitted by Martin Marietta for purchase of various classes and sizes of aggregate at the prices listed on the attached tabulation sheet. The aggregate will be used by the Street Department on projects undertaken throughout Fiscal Year 2017-2018.

To be charged to Account No. 001-750-00-000-3-341, Street—Materials & Supplies

Various Sizes of Aggregate - Public Works
Bid Opening: July 11, 2017 @ 11:00am

	Martin Marietta 1100 Pennsylvania Avenue Charleston, WV 25302 P: (304) 679-9078 joseph.mccallister@martinmarietta.com	Shamblin Stone P.O. Box 510 Dunbar, WV 25064 P: (304) 766-7316 jackconner@mulzer.com
	Prices per Ton	Prices per Ton*
Sandstone #1	No Bid	No Bid
Sandstone #2	No Bid	No Bid
Crusher Run	No Bid	No Bid
River Gravel #57	\$21.45	\$22.50
River Gravel #37	No Bid	No Bid
Masonry Sand	\$21.50	\$20.45
Dry Bed	\$17.25	\$18.30
River Gravel #67	No Bid	No Bid
Limestone #2	\$22.45	No Bid
Limestone #3	\$22.45	\$20.85
Limestone #37	No Bid	No Bid
Limestone #57	\$22.45	\$20.85
Limestone #67	\$22.95	\$21.55
Limestone: 1 1/2" Crusher Run	\$20.50	\$20.35
Limestone #467	\$22.75	\$20.85

*Prices only valid through 12/31/17

Councilmember Reishman moved to approve the Committee Report. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared the Committee Report adopted.

14. Your committee on Finance has had under consideration the following committee report, and reports the same to Council with the recommendation that committee report pass.

A bid submitted by American Asphalt of West Virginia for purchase of Bituminous Concrete (asphalt) on an as needed basis at \$65.00 per ton for Wearing Course Material Type 1; and \$61.00 per ton for Patching and Leveling Material Type 1 to be used by the Street Department.

To be charged to Account No. 001-750-00-000-3-341, Street—Materials & Supplies

Bituminous Concrete - Public Works
Bid Opening: July 11, 2017 @ 11:00am

	American Asphalt of WV P.O. Box 229 Kenova, WV 25530 P: (304) 453-6196 blacktop75@aol.com	West Virginia Paving, Inc. P.O. Box 544 Dunbar, WV 25064 P: (304) 768-9733 rjohnson@wvpaving.com
	Price Per Ton	Price Per Ton
Wearing Course Material Type 1 , Item 401-2-1	\$65.00	\$72.00
Patching & Leveling Type 1 , Item 401-3-1	\$61.00	\$68.50

Councilmember Reishman moved to approve the Committee Report. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared the Committee Report adopted.

15. Your committee on Finance has had under consideration the following committee report, and reports the same to Council with the recommendation that committee report pass.

A bid submitted by Hanson Ready Mix for purchase of Portland Cement Concrete to be used by the Street Department on an as needed basis at the prices listed on the attached tabulation sheet.

To be charged to Account No. 001-750-00-000-3-341, Street—Materials & Supplies

Portland Cement - Public Works
Bid Opening: July 11, 2017 @ 11:00am

		Hanson Ready Mix 1011 Bullit Street Charleston, WV 25301 P: (304) 346-6704 david.hescht@lehighhanson.com
Full Load* per cubic yard delivered to job site *unload in 30 minutes or less	Class A: 3500# Concrete	\$118.00
	Class B: 3000# Concrete	\$110.00
	Class C: 2500# Concrete	\$106.00
	Class D: 2000# Concrete	\$101.00
	Controllable Low Strength Material	\$88.55
Partial Load Charge (if applicable)		\$100.00
Unloading Charge past 30 minutes		\$85.00
Cost of adding Fiber to Concrete		\$6.50/cubic yard
Fuel Surcharge		\$15.00

Councilmember Reishman moved to approve the Committee Report. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared the Committee Report adopted.

16. Your committee on Finance has had under consideration the following committee report, and reports the same to Council with the recommendation that committee report pass.

A bid submitted by Compass Minerals America INC., in the amount of \$58.99 per ton, for purchase of road salt to be used by the Street Department on an as needed basis for snow and ice removal.

To be charged to Account No. 001-750-00-000-3-359, Street—Snow Removal Materials

Councilmember Reishman moved to approve the Committee Report. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared the Committee Report adopted.

17. Your committee on Finance has had under consideration the following committee report, and reports the same to Council with the recommendation that committee report pass.

A proposal submitted by Bob Barker Company INC for purchase of Ballistic Plates and Rifle Armor equipment in the amount of \$59,297.70 to be used by the Police Department.

To be charged to Account No. 043-299-00-000-3-349, CPD Asset Forfeiture, State Funds

Councilmember Reishman moved to approve the Committee Report. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared the Committee Report adopted.

18. Your committee on Finance has had under consideration the following committee report, and reports the same to Council with the recommendation that committee report pass.

A proposal submitted by Galls, LLC for purchase of Carrier Vest for rifle plates, pouches for equipment and medical trauma equipment in the amount of \$54,590.05 to be used by the Police Department.

To be charged to Account No. 043-299-00-000-3-341, CPD Asset Forfeiture

Councilmember Reishman moved to approve the Committee Report. Councilmember Lane seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared the Committee Report adopted.

REPORTS OF OFFICERS

1. Municipal Court Report to City Council Month Ending June 2017.
Received and Filed.
2. City Treasurer’s Report to City Council Month Ending June 30 2017.
Received and Filed.

NEW BILLS

1. Introduced by Councilmember Tom Lane on July 17, 2017:
Bill No. 7754 - authorizing the purchase of property at the end of Blackwell Drive from Annie Mae Taylor .
Refer to Finance Committee.

ADJOURNMENT

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

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

NAYS: NONE

ABSENT: Burka, Burton, Minardi

At 7:22 p.m., by a motion from Councilmember Harrison, Council adjourned until Monday, August 7, 2017, at 7:00 p.m., in the Council Chamber in City Hall.

Danny Jones, Honorable Mayor

JB Akers, City Clerk