JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL

CITY OF CHARLESTON, WEST VIRGINIA

Regular Meeting – Monday, August 4, 2014

at 7:00 P.M.

Council Chamber – City Hall – Charleston, West Virginia

OFFICIAL RECORD

Danny Jones
Mayor

James M. Reishman
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 August on the 4th day, in the year 2014, and was called to order by the Honorable Mayor, Danny Jones. The invocation was delivered by Councilman Richardson and the Pledge of Allegiance was led by Councillady Davis. The Honorable James M. Reishman, City Clerk, called the roll of members and it was found that there were present at the time:

BURKA		**CLOWSER**
DAVIS		**DODRILL**
	HAAS	**HARRISON**
HOOVER	**KIRK**	**KNAUFF**
	MILLER	
NICHOLS	**PERSINGER**	**REISHMAN**
RICHARDSON		**SALISBURY**
SHEETS	**SMITH**	**SNODGRASS**
TALKINGTON	**WARE**	**WHITE**
MAYOR JONES		

With twenty-two 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.

CLAIMS

1. A claim of James Cooper, 5400 Staunton Ave, SE Charleston, WV; alleges damage to personal property.
   Referred to City Solicitor.

2. A claim of Cheryl Hundley, 729 57th Street SE, Charleston, WV; alleges personal injury.
   Referred to City Solicitor.

3. A claim of Joseph McClung, 826 Greendale Drive, Charleston, WV; alleges damage to vehicle.
   Referred to City Solicitor.

COMMUNICATIONS

TO: **JAMES REISHMAN**
CITY CLERK

FROM: **DANNY JONES**
MAYOR

RE: **CHARLESTON BUILDING COMMISSION**

DATE: **August 4, 2014**

I recommend that Paula Butterfield, 215 35th Street, Charleston, WV 25304, be reappointed to the Charleston Building Commission, with a said term to expire July 20, 2019.

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

The appointment was confirmed unanimously.

TO: **JAMES REISHMAN**
CITY CLERK

FROM: **DANNY JONES**
MAYOR

RE: **CHARLESTON BUILDING COMMISSION**

DATE: **AUGUST 4, 2014**

I recommend that Philip Hereford, 405 Capitol Street, Suite 306, Charleston, WV 25301, be appointed to the Charleston Building Commission, with an initial term to expire July 20, 2018. He is replacing Olivia Singleton.

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

The appointment was confirmed unanimously.

TO: **JAMES REISHMAN**
CITY CLERK

FROM: **DANNY JONES**
MAYOR

RE: **CHARLESTON BUILDING COMMISSION**

DATE: **AUGUST 4, 2014**

I recommend that Jack Rossi, 1627 Stonehenge Road, Charleston, WV 25314, be appointed to the Charleston Building Commission, with an initial term to expire July 20, 2015. He is replacing R. Brawley Tracy.

I respectfully request City Council's approval of this recommendation

The appointment was confirmed unanimously.

REPORTS OF COMMITTEES

COMMITTEE ON FINANCE

Councilperson Robert Reishman, Chairperson of the Council Committee on Finance, submitted the following reports:

1. Your committee on Finance has had under consideration Resolution No. 482-14, and reports the same to Council with the recommendation that the resolution do pass.

Resolution No. 482-14: "Authorizing the Mayor to receive and administer grant funds in the amount of $31,000 from the West Virginia Division of Justice and Community Services to partially fund the salary for the Victim Services Advocate with the Charleston Police Department."

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

That the Mayor is hereby authorized and directed to receive and administer grant funds in the amount of $31,000 from the West Virginia Division of Justice and Community Services to partially fund the salary for the Victim Services Advocate with the Charleston Police Department.

Councilman Reishman moved to approve the Resolution. Councilman Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 482-14 adopted.

2. Your committee on Finance has had under consideration Resolution No. 483-14, and reports the same to Council with the recommendation that the resolution do pass.

Resolution No. 483-14: "Authorizing the Mayor to receive and administer grant funds in the amount of $40,000 from the West Virginia Division of Justice and Community Services for partial salary reimbursement for a Prevention Resource Officer at Stonewall Jackson Middle School and Capital High School."

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

That the Mayor is hereby authorized and directed to receive and administer grant funds in the amount of $40,000 from the West Virginia Division of Justice and Community Services for partial salary reimbursement for a Prevention Resource Officer at Stonewall Jackson Middle School and Capital High School.

Councilman Reishman moved to approve the Resolution. Councilman Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 483-14 adopted.

3. Your committee on Finance has had under consideration Resolution No. 484-14, and reports the same to Council with the recommendation that the resolution do pass.

Resolution No. 484-14: "Authorizing the Mayor to receive and administer award of supplemental grant funds in the amount of $37,054.69 from the West Virginia Division of Justice and Community Services to be used as partial reimbursement of salaries for officers of the Metro Drug Enforcement Network Team (MDENT)."

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

That the Mayor is hereby authorized and directed to receive and administer award of supplemental grant funds in the amount of $37,054.69 from the West Virginia Division of Justice and Community Services to be used as partial reimbursement of salaries for officers of the Metro Drug Enforcement Network Team (MDENT).

Councilman Reishman moved to approve the Resolution. Councilman Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 484-14 adopted.

4. Your committee on Finance has had under consideration Resolution No. 485-14, and reports the same to Council with the recommendation that the resolution do pass.

Resolution No. 485-14: "Authorizing the Mayor to receive and administer funds in the amount of $10,000 from the Kanawha County Commission's Violence Against Women Recovery Act (VAWA) grant. The grant will provide funds for overtime services for the domestic violence officer in the Charleston Police Department."

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

That the Mayor is hereby authorized and directed to receive and administer funds in the amount of $10,000 from the Kanawha County Commission's Violence Against Women Recovery Act (VAWA) grant. The grant will provide funds for overtime services for the domestic violence officer in the Charleston Police Department.

Councilman Reishman moved to approve the Resolution. Councilman Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 485-14 adopted.

5. Your committee on Finance has had under consideration Resolution No. 486-14, and reports the same to Council with the recommendation that the resolution do pass.

Resolution No. 486-14: A Resolution authorizing the Mayor or City Manager to execute an encroachment agreement between the City of Charleston and Janet Runion, Richard Carpenter, and Kenneth Carpenter, establishing certain rights and obligations with respect to a minor, approximately three inch encroachment located at 1902 Davis Circle, Charleston, West Virginia.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA:

That, subject to final review and approval by the City Attorney, the Mayor or City Manager is hereby authorized to execute an encroachment agreement, substantially in the form attached hereto as Exhibit A, between the City of Charleston and Janet Runion, Richard Carpenter, and Kenneth Carpenter. Councilman Reishman moved to approve the Resolution.

Councilman Reishman moved to approve the Resolution. Councilman Ware seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution 486-14 adopted.

EXHIBIT
Ex A
to Resolution

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement")" dated this _____ day of August, 2014, is between THE CITY OF CHARLESTON, a West Virginia Municipal Corporation ("Grantor") and Janet Runion, Richard Carpenter, and Kenneth Carpenter ("Grantees"). The following statements are a material part of this Agreement:

A. Grantor is the owner of the right-of-way indicated as Davis Circle Road (the "City's Right-of-Way") the in the map of survey prepared by Howard D. Brashear, P.E., dated May 10, 2010 (the "Map"), attached as Exhibit A to this Agreement.

B. Grantor and Grantees acknowledge that a very small portion, approximately three inches, of the garage (the "Encroachment") owned by the Grantees does and has since the building's construction in 1955 inadvertently encroached onto the City's Right-of-Way as shown on the Map. It is understood that the area of encroachment is part of a private residence located at 1902 Davis Circle, Charleston, West Virginia

C. Grantor and Grantee sought the opinion of experienced local real estate broker Jay Goldman, president of Goldman Associates, Inc., as to the fair market value of the area where the Encroachment is located. By letter dated June 12, 2014, attached hereto as Exhibit B, Mr. Goldman advised that the small encroachment area had nominal value of $1.00.

D. Grantor and Grantees desire to establish certain rights with respect to the maintenance of the Encroachment on the City's Right-of-Way.

THEREFORE, in consideration of the terms of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. The recitals set forth above are incorporated herein as if fully re-written.

2. Grantor consents to and agrees to allow the Encroachment to remain on the City's Right-of-Way, under the conditions set forth in the following paragraphs.

3. In the event that the Encroachment ceases to be an appurtenance to the structure located at 1902 Davis Circle, except in the case of replacement repairs, or if the Encroachment conflict in any with the use or development of Grantor's property determined by Grantor's City Council to be of exceptional public importance, the Agreement shall cease, terminate, and be of no further effect, and Grantees shall, upon receiving written notice from Grantor, immediately and at Grantees' expense, remove the Encroachment and any and all facilities from the City's Right-of-Way.

4. In consideration of the Grantor allowing the Encroachment to exist on the City's Right-of-Way, the Grantees agree to waive any claim or right the Grantees may have to maintain the Encroachment on the City's Right-of-Way, other than as specified in this Agreement.

5. Grantees will keep the Encroachment in good maintenance and repair at their sole cost and expense.

6. Grantees will give written notice to Grantor at least ten (10) days before beginning any work in the Encroachment area, which notice will specify the work to be performed and a date when the work will be completed. Grantees will use their best efforts to complete the work by that date.

7. Unless otherwise agreed in writing, immediately after Grantees complete any work in the Encroachment area, Grantees will restore the Encroachment area to the same or better condition as it was in before Grantees began the work and to a safe condition, and will remove all of their equipment, tools, trash and debris from the Encroachment area.

8. If any damage occurs to the City's Property or any improvements thereon, including, but not limited to the roadway, arising out of, related to, or as a consequence of any of Grantees' work in, or failure to maintain, the Encroachment area, Grantor promptly will notify Grantees in writing of the damage. Unless otherwise agreed by the parties, Grantees will repair the damage (or commence and diligently pursue repairing the damage) within thirty (30) days after receipt of Grantor's notice.

9. If Grantees default under any provision of this Agreement, in addition to any other remedies available in law or equity, Grantor will be entitled to: 1) terminate this Agreement on written notice; 2) obtain specific performance or any other appropriate equitable relief against Grantees; and/or 3) in the case of incomplete repairs or failure to maintain, Grantor may complete the repairs or maintenance and Grantees shall be obligated to reimburse Grantor for the cost and expense of completing the repairs or maintenance within fifteen (15) days of receipt of Grantor's invoice for such costs and expenses. If Grantees, their successors or assigns, fails to reimburse Grantor within such fifteen (15) days, interest shall begin to accrue at the prime rate listed in the Wall street Journal from time to time, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law) from the date of the expenditure to the date of payment in full.

10. Grantees acknowledges that Grantees shall be solely liable for any and all claims, liabilities and/or costs for injuries to any person and damage to any property arising out of or directly related in any way to Grantees' work in or failure to maintain and/or use of the Encroachment area and Grantees shall indemnify, defend and hold harmless Grantor from any such claim and/or liability; provided, Grantees shall not be liable for the sole negligence, intentional or unlawful acts or omissions of Grantor and, as between the parties to this Agreement, Grantor acknowledges its liability therefore. The acknowledgments set forth herein are not intended to and shall not create any rights to the public or to any third party.

11. If Grantees fail to maintain the Encroachment in a good and safe condition, Grantor shall have the right, but not the obligation, to remove the Encroachment and Grantees shall be

obligated to reimburse Grantor for the cost and expense of removing the Encroachment within fifteen (15) days of receipt of Grantor's invoice for such costs and expenses. If Grantees, their successors or assigns, fail to reimburse Grantor with such fifteen (15) days, interest shall begin to accrue at the prime· rate listed in the Wall Street Journal from time to time, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law) from the date of the expenditure to the date of payment in full.

12. Every notice under this Agreement shall be given only by certified or registered mail, return receipt requested and shall be deemed given when the letter is deposited in the United States Mail, postage prepaid and directed to the Grantor at City Engineer, City of Charleston, 501 Virginia Street East, Charleston, WV 25301 and Grantees at 1817 Dogwood Drive, Sissonville, WV 25320.

13. This Agreement shall run with the land and shall be binding upon and to the benefit of the Grantor and the Grantees and their heirs, administrators, executors, successors and assigns.

14. This Encroachment Agreement includes the following Exhibits, which are made an integral part of this Lease and fully incorporated by reference:

    EXHIBIT A – Map of Survey of City's Right of Way Encroachment Area prepared by Howard D. Brashear, P.E., dated May 10, 2010.

    EXHIBIT B – Jay Goldman Letter dated June 12, 2014, on value of property impacted by the Encroachment.

15. As used herein, the phrase "maintenance of the Encroachment" and the term "work" shall include maintenance and repair of any structure acting to retain the street or right of way.

To indicate their consent to the above, the Grantor and the Grantee, or their duly authorized officers or representatives, have signed this Agreement below where indicated.

[Signature Pages Follow]

IN WITNESS WHEREOF, City and Tenant have caused this Lease Agreement to be executed as of the date and year first written above.

CITY OF CHARLESTON
(Grantor)

By:_____
DAVID MOLGAARD
Its City Manager

JANET RUNION
(Grantee)

_____

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by DANNY JONES, the mayor of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on Behalf of the municipal corporation.

My Commission Expires: _____

{Notarial Seal}

_____
Notary Public

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this _____day of _____, 2014, by

_____.

My Commission Expires: _____

{Notarial Seal}

_____
Notary Public

RICHARD CARPENTER
(Grantee)

KENNETH CARPENTER
(Grantee)

_____ _____

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this _____day of _____, 2014, by

_____.

My Commission Expires: _____

{Notarial Seal}

_____
Notary Public

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this _____day of _____, 2014, by

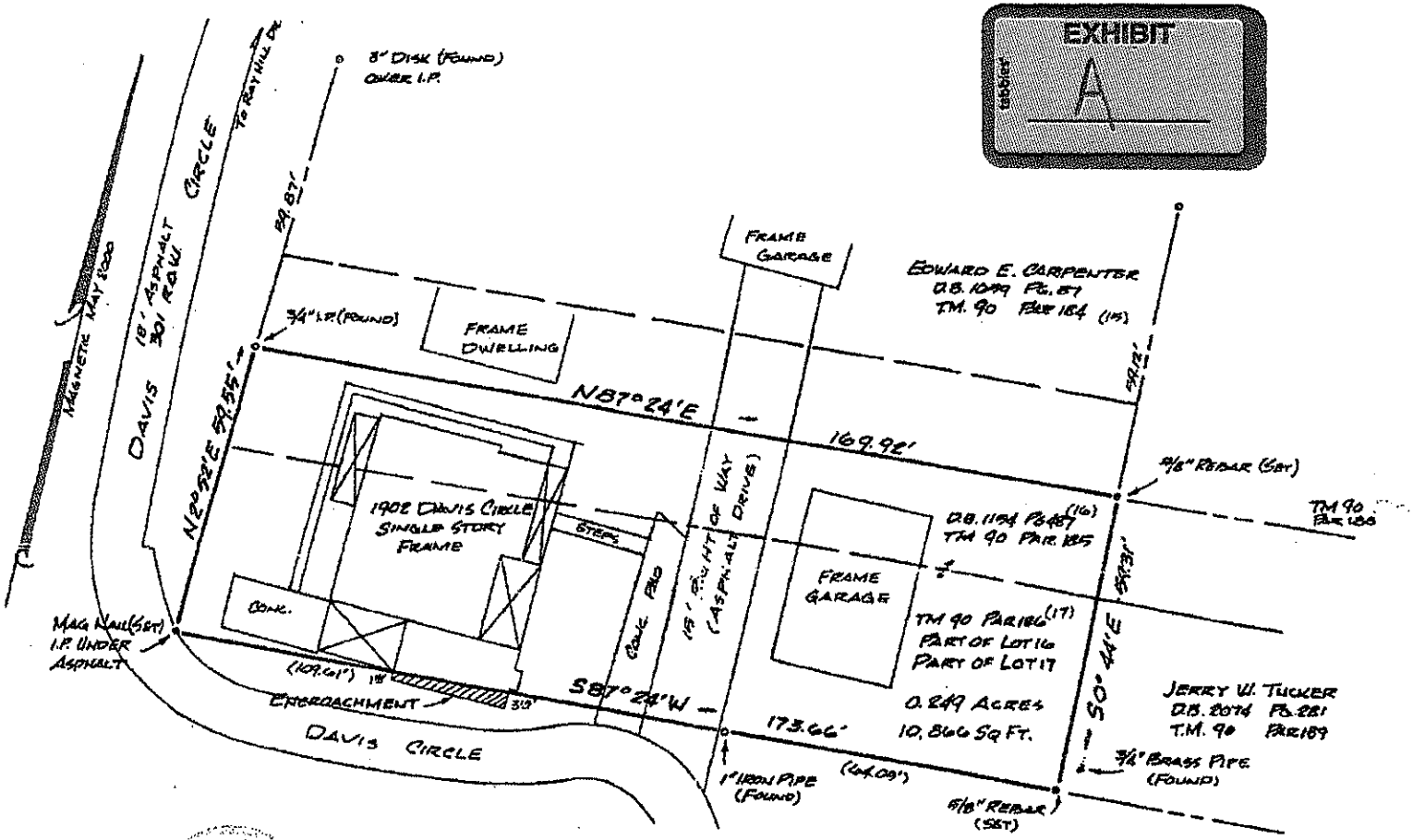
_____.

My Commission Expires: _____

{Notarial Seal}

_____
Notary Public

EXHIBIT A



Howard D. Brashear

HOWARD D. BRASHEAR, P.S.
W.V. LICENSE NO. 975
714 KASICK DRIVE, ST. ALBANS, W.V.
(304) 727-2189

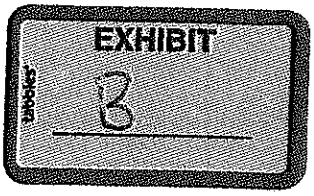
MAP OF SURVEY
FOR
MARY E CARPENTER BREWER
SHOWING
PART OF LOT 16 AND LOT 17
PINE VIEW ADDITION
NORTH CHARLESTON DISTRICT
KANAWHA COUNTY, WEST VIRGINIA

SCALE: 1" = 20' MAY 10, 2000

Goldman Associates, Inc.
Commercial and Industrial Real Estate

1014 Bridge Road • P.O. Box 271
Charleston, West Virginia 25321

Telephone (304) 343-5695
FAX (304) 343-5694



June 12, 2014

Janet Runion
1817 Dogwood Road
Sissonville, West Virginia 25320

Paul Ellis, Esquire
City of Charleston
501 Virginia Street, East
Charleston, West Virginia 25301

Re: 1902 Davis Circle
Charleston, West Virginia
Broker's Opinion of Value

Dear Ms. Runion and Mr. Ellis:

As requested of Robert Runion I have reviewed two surveys for the above property prepared by Howard D. Brashear, P.S. dated May 10, 2000, and William R. Gunnoe, P.S. No. 801 dated May 21, 2014. Both surveyors identified an encroachment from a garage onto the City right-of-way on Davis Circle. These surveys are attached showing the encroachment area which is approximately 3 inches on the Gunnoe survey and 3.15' on the Brashear survey.

I have attached copies of photographs of the subject property which shows the corner in question which is located behind the mailbox with the address of 1902. This garage appears to provide some support to the right-of-way since it is on a downhill side.

I have been asked by Mr. Runion and in consultation with Marc Slotnick, Esq. who is providing legal services for the property to opine about the price of the encroachment.

During the past two years I have done work on behalf of the Charleston Sanitary Board on numerous properties in the Chandler Drive area and specifically on Rayhill Drive which is immediately below the subject property. These rights-of-way are for sewer easements.

It is my position as a real estate broker, and not as a real estate appraiser, that this is an unmarketable piece of property which would have a nominal price of $1.00 for the acquisition. This would be consistent with findings of the condemnation commissioners in the Charleston Sanitary Board cases.

I have chosen to provide you with a Broker's Opinion of Value, where I receive no fee, and not provide a real estate appraisal since this is a small insignificant amount which would have no bearing on either the Brewer property or the City of Charleston. It would be my opinion that it would best be handled by a quit claim deed for the portion identified in the Gunnoe survey since it is the most recent.

Please advise me if you need additional information.

Sincerely yours,

GOLDMAN ASSOCIATES, INC.

Jay Goldman, President
West Virginia Real Estate Broker

JG/kay
Enclosures

6. Your committee on Finance has had under consideration the following Committee Report, and reports the same to Council with the recommendation that the Committee Report do pass.

A bid submitted by Martin Marietta Aggregates 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 2014-2015.

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

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

Various Sizes of Aggregate - Public Works

Bid Opening: July 25, 2014 @ 11:00am

	Martin Marietta Aggregates 1100 Pennsylvania Ave. Charleston, WV 25302 P: (304) 343-4571 mike.deviese@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	$19.30	$19.80
River Gravel #37	No Bid	No Bid
Masonry Sand	$19.25	$19.10
Dry Bed	$12.75	$17.10
River Gravel #67	No Bid	No Bid
Limestone #2	No Bid	No Bid
Limestone #3	$20.20	$20.20
Limestone #37	No Bid	No Bid
Limestone #57	$20.20	$20.20
Limestone #67	$20.50	$20.90
Limestone: 1 1/2" Crusher Run	$18.55	$19.70
Limestone #467	$20.20	$20.20

*Prices only valid through December 31, 2013 *

7. Your committee on Finance has had under consideration the following Committee Report, and reports the same to Council with the recommendation that the Committee Report do pass.

A bid submitted by West Virginia Paving for purchase of Bituminous Concrete (asphalt) on an as needed basis at $72.50 per ton for Wearing Course Material Type 1; and $69.00 per ton for Patching and Leveling Material to be used by the Street Department.

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

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

8. Your committee on Finance has had under consideration the following Committee Report, and reports the same to Council with the recommendation that the Committee Report do pass.

A bid submitted by Essroc 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

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

Portland Cement - Public Works
Bid Opening: July 25, 2014 @ 11:00am

		Essroc Ready Mix 3 Orders Drive Winfield, WV 25212 P: (304) 741-0093 aaron.staats@essroc.com
Full Load* per cubic yard delivered to job site *unload in 30 minutes or less	**Class A: 3500# Concrete**	$100.00
	Class B: 3000# Concrete	$95.00
	Class C: 2500# Concrete	$90.00
	Class D: 2000# Concrete	$88.00
Partial Load Charge (if applicable)		$80.00/Load Under 4 Loads
Unloading Charge past 30 minutes		$60.00/Hour after 1st Hour
Cost of adding Fiber to Concrete		$5.00/cubic yard
Fuel Surcharge		Based on National Average

NEW BILLS

Introduced by Council members Mary Jean Davis, Jack Harrison, Joe Deneault, and Mary Beth Hoover on August 4, 2014:
Bill No. 7628: A bill amending Chapter 2, Article VII, Division 10 Charleston Historic Landmarks Commission, of the Code of the City of Charleston and amending Section 2-020, Section 20-040, and adding section 20-050 of the Zoning Ordinance of the City of Charleston, in order to establish a process to temporarily stay the demolition of historic buildings so that alternatives to demolition may be explored.
Refer to Planning Committee and Municipal Planning Commission.

Introduced by Council member Mary Jean Davis on August 4, 2014:
Bill No. 7629: A Bill amending the Municipal Planning Commission's rules of procedures and policy by amending section 2.2 Quorum and adding a section 2.3 Voting. Rules and procedures may be adopted by the Municipal Planning Commission and approved by City Council pursuant to Section 8A-2-11 of the State Code, Section 90-36 of the City Code and Section 26-5 of the Zoning Ordinance.
Refer to Planning Committee and Municipal Planning Commission.

Introduced by Council member Bob White on August 4, 2014:
Bill No. 7630: A Bill to establish a No Parking Anytime Tow Away zone on the westerly side of Elmore Avenue between Preston Street and Claire Street and amending the Traffic Control Map and Traffic Control File, established by the Code of the City of Charleston, West Virginia, two thousand three, as amended, Traffic Law, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.
Refer to Streets and Traffic Committee.

Introduced by Council member Robert Sheets on August 4, 2014:
Bill No. 7631: A Bill to establish a No Parking Tow Away zone on the Easterly side of Court Street between Lee Street and Quarrier Street from 6 AM to 6 PM and amending the Traffic Control Map and Traffic Control File, established by the Code of the City of Charleston, West Virginia, two thousand three, as amended, Traffic Law, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.
Refer to Streets and Traffic Committee.

Introduced by Council member Tom Lane on August 4, 2014:
Bill No. 7632: A BILL to amend and re-enact Section 10-171 of the Code of the City of Charleston to provide that disabled persons in possession of a Class Y Crossbow Permit may participate in the Urban Deer Hunt subject to the requirements of Section 10-171 and regulations thereunder.
Refer to Ordinance and Rules Committee.

Introduced by Council member Bobby Reishman, Mary Jean Davis, and Jack Harrison on August 4, 2014:
Bill No. 7633: An ordinance amending Sections 111-3, 111-4, 111-14 and 111-15 of Chapter 111 of the Code of the City of Charleston increasing the rate of the municipal sales and use tax and creating the Uniform Pensions Reserve Fund, a special revenue fund dedicated to police and fire pension obligations.
Refer to Finance Committee.

ADJOURNMENT

The Honorable James M. Reishman, City Clerk, called the closing roll call:

YEAS: Burka, Clowser, Davis, Dodrill, Haas, Harrison, Hoover, Kirk, Knauff, Miller, Nichols, Persinger, Reishman, Richardson, Salisbury, Sheets, Smith, Snodgrass, Talkington, Ware, White, Mayor Jones
ABSENT: Burton, Deneault, Ealy, Lane, Minardi, Russell
At 7:20 p.m., by a motion from Councilmember Harrison, Council adjourned until Monday, August 18, 2014, at 7:00 p.m., in the Council Chamber in City Hall.

Danny Jones, Honorable Mayor

James M. Reishman, City Clerk