

1 reenacted, all to read as follows:

2 **BRAXTON COUNTY RECREATIONAL DEVELOPMENT AUTHORITY.**

3 **~~§1. Board of Education authorized to create Braxton County~~**
4 **Recreational Development Authority continued.**

5 ~~The board of education of the county of Braxton is hereby~~
6 ~~authorized to create and establish a public agency to be known as~~
7 ~~the "Braxton County Recreational Development Authority"~~
8 ~~(hereinafter called the authority), to succeed to all rights,~~
9 ~~interests and authority hereinbefore vested in the Braxton County~~
10 ~~Four-h Club Development Authority, The Braxton County Recreational~~
11 ~~Development Authority is continued for the purposes and in the~~
12 ~~manner hereinafter set forth provided in this act.~~

13 **~~§2. Acquisition, construction, maintenance, etc. of the county~~**
14 **Four-H youth camps and recreational areas and facilities.**

15 The authority is hereby authorized to acquire, equip,
16 construct, improve, maintain and operate county Four-H youth camps
17 and general public recreational areas and facilities in Braxton
18 County with all usual and convenient appurtenances, including, but
19 not limited to, recreational facilities, such as swimming pools,
20 tennis courts, golf courses and horse riding stables; and to
21 operate, either directly or on a concession basis, any activity
22 that is necessary or convenient, customary or desirable, and
23 related or incidental to the above-mentioned camps and recreational

1 areas and facilities, including, but not limited to, hotels,
2 restaurants and gift shops.

3 **§3. Members of the authority.**

4 (a) The management and control of the authority, its property,
5 operations, business and affairs, ~~shall be~~ is lodged in a board of
6 ~~five persons who shall be known as "Members of the Authority"~~
7 members each of whom shall be appointed for a term of five years.
8 ~~except that as to the first five appointed to the first board~~
9 ~~appointed, the term of one member shall expire on the first day of~~
10 ~~July next ensuing and the term of the next member shall expire on~~
11 ~~the first day of July two years thereafter, the term of another~~
12 ~~member shall expire on the first day of July three years~~
13 ~~thereafter, the term of another member shall expire on the first~~
14 ~~day of July four years thereafter, and the term of the remaining~~
15 ~~member shall expire on the first day of July five years thereafter.~~
16 After June 30, 2012, as terms expire or vacancies are filled,
17 appointments shall be made by the Braxton County Commission so that
18 no more than two of these members represent any one magisterial
19 district located within Braxton County.

20 (b) Effective July 1, 2012, the board shall include two
21 additional members, bringing the total board membership to seven.
22 One member shall be a member of and appointed by the Braxton County
23 Commission. One member shall be a member of and appointed by the
24 Braxton County Board of Education. These members serve for

1 five-year terms or for as long as the member continues to serve on
2 the county commission or board of education, respectively,
3 whichever is shorter.

4 **§4. Removal of member.**

5 If the ~~Board of Education of the county of Braxton~~ Braxton
6 County Commission desires to remove a member of the authority it
7 shall notify ~~said the~~ the member in writing, stating the reasons for
8 ~~the Board of Education of the county of Braxton~~ its desiring ~~said~~
9 the removal. Within ten days of the receipt by the member of the
10 authority of the written notice of removal, ~~said the~~ the member, if he
11 or she so desires, may have a hearing before the ~~Board of Education~~
12 ~~of the county of Braxton and any such~~ Braxton County Commission and
13 the hearing shall be held within ten days of the member's request
14 for ~~said a~~ a hearing. Any member so removed ~~shall have~~ has the right
15 to petition the Braxton County Circuit Court ~~of Braxton county~~ to
16 review the action of ~~said board of education~~ the commission.

17 **§5. Substitution of members.**

18 Except for the member appointed by the Braxton County Board of
19 Education, if any member of the authority dies, ~~or~~ resigns, ~~or be~~
20 is removed, or for any other reason ceases to be a member of the
21 authority, the ~~Board of Education of the county of Braxton~~ County
22 Commission shall appoint another person to fill the unexpired
23 portion of the term of ~~such the~~ the member.

24 **§6. Qualification of members. ~~of the Authority~~**

1 All members ~~of the board of the authority shall~~ must be
2 ~~citizens of West Virginia, over thirty years of age and residents~~
3 of Braxton County and of legal voting age.

4 **§7. Payment of expenses of members.**

5 No member ~~of the board of the authority shall~~ may receive any
6 compensation, whether in form of salary, per diem allowances or
7 otherwise, for or in connection with his or her service as a
8 member. Each member ~~shall, however, be~~ is entitled to
9 reimbursement by the authority for any necessary expenditures in
10 connection with the performance of his or her general duties as
11 ~~such a~~ member.

12 **§8. Public corporation.**

13 The authority ~~when created, and the members thereof, shall~~
14 ~~constitute and be~~ is a public corporation ~~under~~ with the name of
15 "Braxton County Recreational Development Authority" and as such
16 ~~shall have~~ has perpetual succession, may contract and be contracted
17 with, sue and be sued, plead and be impleaded and have and use a
18 common seal.

19 **§9. Powers generally.**

20 (a) The authority ~~is hereby given power and authority as~~
21 ~~follows~~ may:

22 (1) ~~To~~ Make and adopt all necessary bylaws, rules and
23 regulations for its organization and operation not inconsistent
24 with law;

1 (2) ~~To~~ Elect its own officers, to appoint committees and ~~to~~
2 employ and fix the compensation for personnel necessary for its
3 operation;

4 (3) ~~To~~ Enter into contracts with any person, governmental
5 department, firm or corporation, including both public and private
6 corporations, and generally to do any and all things necessary or
7 convenient for the purpose of acquiring, equipping, constructing,
8 maintaining, improving, extending, financing and operating county
9 youth camps and general public recreational areas and facilities
10 and all usual and convenient appurtenant activities and facilities
11 in Braxton County, West Virginia, including, but not limited to,
12 those enumerated in section two ~~hereof~~ of this act;

13 (4) ~~To~~ Delegate any authority given to it by law to any of its
14 officers, committees, agents or employees;

15 (5) ~~To~~ Apply for, receive and use grants-in-aid, donations
16 and contributions from any source or sources, including, but not
17 limited to, the federal government and any agency ~~thereof~~ of the
18 federal government, and the State of West Virginia, and to accept
19 and use bequests, devises, gifts and donations from any person,
20 firm or corporation;

21 (6) ~~To~~ Acquire lands and hold title thereto in its own name;

22 (7) ~~To~~ Purchase, own, hold, sell and dispose of personal
23 property and to sell, lease or otherwise dispose of any real estate
24 which it may own;

1 (8) ~~To~~ Borrow money and execute and deliver negotiable notes,
2 mortgage bonds, other bonds, debentures, and other evidences of
3 indebtedness therefor, and give ~~such~~ security therefor as ~~shall be~~
4 is requisite, including giving a mortgage or deed of trust on its
5 property and facilities in connection with the issuance of mortgage
6 bonds;

7 (9) ~~To~~ Raise funds by the issuance and sale of revenue bonds
8 in the manner provided by the applicable provisions of article
9 ~~four-a~~ sixteen, chapter eight of the Code of West Virginia, one
10 thousand nine hundred thirty-one, as amended, it being ~~hereby~~
11 expressly provided that the authority is a "municipal authority"
12 within the definition of that term as defined in section two,
13 article one, chapter eight of the Code of West Virginia, and used
14 in ~~said article four-a~~ article sixteen, chapter eight of the code;
15 and

16 (10) ~~To~~ Expend its funds in the execution of ~~the~~ its powers
17 and authority. ~~herein given~~

18 (b) The buying, selling, trading of land must have a majority
19 vote of the Braxton County Commission, the Braxton County Board of
20 Education, and the five members of the Braxton County Recreational
21 Development Authority appointed under subsection (a), section three
22 of this act.

23 **§10. Indebtedness of the authority.**

24 The authority may incur any proper indebtedness and issue any

1 obligations and give any security ~~therefor~~ which it ~~may deem~~
2 considers necessary or advisable in connection with carrying out
3 its purposes. ~~as hereinbefore mentioned~~ No statutory limitation
4 with respect to the nature or amount of indebtedness which may be
5 incurred by municipalities or other public bodies ~~shall apply~~
6 applies to indebtedness of the authority. No indebtedness of any
7 nature of the authority ~~shall constitute~~ is an indebtedness of the
8 ~~County court of the county of Braxton~~ County Commission, nor of
9 ~~said the~~ the county nor of ~~said the~~ the board of education, or a charge
10 against any property of ~~said the~~ the county or board. No obligation
11 incurred by the authority ~~shall give~~ gives any right against any
12 member or the ~~County court of the county of Braxton~~ County
13 Commission or any member of the ~~said~~ board of education or any
14 member of the board or authority. The rights of creditors of the
15 authority ~~shall be~~ are solely against the authority as a corporate
16 body and ~~shall~~ may be satisfied only out of property held by it in
17 its corporate capacity.

18 **§11. Agreements in connection with obtaining funds.**

19 The authority may, in connection with obtaining funds for its
20 purpose, enter into any agreement with any person, firm or
21 corporation, including the federal government, or any agency or
22 subdivision ~~thereof~~ of the federal government, containing ~~such~~
23 provisions, covenants, terms and conditions as ~~the authority may~~
24 ~~deem~~ it considers advisable.

1 **§12. Property, bonds and obligations of authority exempt from**
 2 **taxation.**

3 The authority ~~shall be~~ is exempt from the payment of any taxes
 4 or fees to the state or any subdivisions ~~thereof~~ of the state or to
 5 any officer or employee of the state or of any subdivisions ~~thereof~~
 6 of the state. The property of the authority ~~shall be~~ is exempt
 7 from all local and municipal taxes. Bonds, notes, debentures and
 8 other evidence of indebtedness of the authority are declared to be
 9 issued for a public purpose and to be public instrumentalities and,
 10 together with interest thereon, ~~shall be~~ are exempt from taxes.

11 **§13. County ~~court~~ commission authorized to convey properties and**
 12 **facilities to authority.**

13 The ~~court of the county of Braxton~~ County Commission is hereby
 14 authorized to convey to the ~~newly created~~ authority property owned
 15 by ~~the county of Braxton~~ County, together with all the
 16 appurtenances and facilities therewith, ~~such~~ the conveyance to be
 17 without consideration or for ~~such a~~ price and ~~upon such~~ with terms
 18 and conditions as the ~~court of the county of Braxton~~ shall deem
 19 Braxton County Commission considers proper.

20 **§14. Property and facilities may be leased to the ~~court of the~~**
 21 **~~county of Braxton~~ County Commission, the Braxton County**
 22 **~~Board of Education of Braxton county~~ or others.**

23 The authority may lease the property on which ~~such~~ the camp or

1 camps and facilities are situated, in whole or in part, and all the
2 appurtenances and facilities therewith, to the ~~court of the county~~
3 ~~of Braxton~~ County Commission, to ~~said the Braxton County~~ Board of
4 Education ~~of Braxton county~~ or to any other available lessee or
5 lessees at such rental and upon such terms and conditions as the
6 authority ~~shall deem~~ considers proper. If the authority determines
7 to lease the property and its appurtenances and facilities, as a
8 whole, it shall first offer the same to the ~~County court of the~~
9 ~~county of~~ Braxton County Commission upon an annual lease and it
10 ~~shall~~ may not lease ~~said the~~ property and its appurtenances and
11 facilities as a whole to any other lessee until the ~~County court of~~
12 ~~the county of~~ Braxton County Commission has notified the authority
13 that it does not desire to lease said properties, which notice
14 shall be given within thirty days after notice by the authority of
15 a desire on its part to lease the property as a whole. The ~~county~~
16 ~~court of the county of~~ Braxton County Commission is hereby
17 authorized to enter into a lease with the authority for ~~said the~~
18 property and appurtenances and facilities at such rental and upon
19 such terms and conditions as it ~~shall deem~~ considers proper, and
20 the ~~county court of the county of~~ Braxton County Commission is
21 ~~hereby authorized to~~ may levy taxes as provided by law for the
22 purpose of paying the rent for ~~said the~~ property, appurtenances and
23 facilities. The authority, however, may lease one or more portions
24 of its property without first offering the same to the ~~county court~~

1 ~~of the county of Braxton~~ Such County Commission. The lease shall
2 be for some purpose associated with recreational or other related
3 activities.

4 **§15. Disposition of surplus of authority.**

5 If the authority should realize a surplus, whether from
6 operating the property or leasing it for operation, over and above
7 the amount required for the maintenance, improvement and operation
8 thereof and for meeting all required payments on its obligations,
9 is shall set aside ~~such~~ a reserve for future operations,
10 improvements and contingencies as it ~~shall deem~~ considers proper
11 and ~~shall~~ then apply the residue of ~~such~~ the surplus, if any, to
12 the payment of any recognized and established obligations not then
13 due; and after all ~~such~~ its recognized and established obligations
14 have been paid off and discharged in full, the authority shall, at
15 the end of each fiscal year, set aside the reserve for future
16 operations, improvements and contingencies, ~~as aforesaid,~~ and then
17 pay the residue of ~~such~~ the surplus, if any, to the ~~county court of~~
18 ~~the county of Braxton~~ County Commission to be used by ~~said~~ the
19 county ~~court~~ commission for general county purposes. ~~or to the~~
20 ~~Board of Education of Braxton county for educational purposes as~~
21 ~~the authority may deem proper.~~

22 **§16. Contributions; funds and accounts; publication of annual**
23 **report.**

1 Contributions may be made to the authority from time to time
2 by the ~~county court of the county of~~ Braxton County Commission, the
3 Braxton County Board of Education ~~of Braxton county~~, the federal
4 government, and by any persons, firms or corporations that ~~shall~~
5 desire to do so. All ~~such~~ those funds and all other funds received
6 by the authority shall be deposited in ~~such~~ a bank or banks as the
7 authority ~~may direct~~ directs and shall be withdrawn ~~therefrom in~~
8 ~~such manner~~ as the authority ~~may direct~~ directs. The authority
9 shall keep strict account of all its receipts and expenditures and
10 shall each quarter make a report to the ~~Board of Education of the~~
11 ~~county of~~ Braxton County Commission containing an itemized account
12 of its receipts and disbursements during the preceding quarter.
13 ~~Such~~ The report shall be made within ~~sixty~~ thirty days after the
14 termination of the quarter. Within ~~sixty~~ thirty days after the end
15 of the fiscal year, the authority shall make an annual report
16 containing an itemized statement of its receipts and disbursements
17 for the preceding year and ~~such~~ the annual report shall be
18 published once a week for two successive weeks in two newspapers or
19 opposite politics published in Braxton County, West Virginia, if
20 there ~~be~~ are two such papers, or otherwise in any newspaper of
21 general circulation in ~~said~~ the county. The books, records and
22 accounts of the authority ~~shall be~~ are subject to audit and
23 examination by the ~~office of the state tax commissioner of~~ West
24 Virginia State Auditor, acting as the Chief Inspector and by any

1 other proper public official or body in the manner provided by law.

2 **§17. Employees to be covered by ~~workermen's~~ workers' compensation.**

3 ~~All employees of the authority eligible thereunder shall be~~
4 ~~deemed to be within the workmen's compensation act of West Virginia~~
5 ~~and premiums shall be paid by the authority to the workmen's~~
6 ~~compensation fund as required by law. The authority is an employer~~
7 ~~subject to the requirements of chapter twenty-three of the Code of~~
8 ~~West Virginia.~~

9 **§18. Dissolution of authority.**

10 The authority may at any time pay off and discharge in full
11 all of its indebtedness, obligations and liabilities, convey its
12 properties, appurtenances and facilities to the ~~Board of Education~~
13 ~~of the county of Braxton~~ County Commission and be dissolved.
14 Before making such conveyance of its properties, the authority
15 shall first publish notice of its intention so to do and of its
16 intention to be dissovled, once a week for four successive weeks in
17 two newspapers of opposite politcs published in, and of general
18 circulation in Braxton County, West Virginia, if there ~~be~~ are two
19 such papers, or otherwise in any newspaper of general circulation
20 in ~~said~~ the county. Certificates from the publishers shall be
21 filed with the ~~Board of Education of the county of Braxton~~ County
22 Commission on or before the deed conveying ~~said~~ the properties is
23 delivered. Any funds remaining in the hands of the authority at
24 the time of the conveyance of ~~said~~ the properties shall be ~~by the~~

1 ~~authority~~ paid over to the ~~Board of Education of the county of~~
2 Braxton County Commission to be used by it for purposes in
3 connection with ~~said~~ the properties. Upon the payment of its
4 indebtedness, obligations and liabilities, the publishing of the
5 notices aforesaid, the conveyance of its properties and the paying
6 over to the ~~Board of Education of the county of~~ Braxton County
7 Commission of any funds remaining in its hands, the authority shall
8 cause a certificate showing its dissolution to be executed under
9 its name and seal and to be recorded in the office of the clerk of
10 the ~~court~~ of Braxton County Commission and thereupon its
11 dissolution shall be complete.

12 **§19. Construction of act; additional powers of board of education**
13 **and county court commission.**

14 It is the purpose of this act to provide for the acquisition,
15 construction, improvement, extension, maintenance and operation of
16 a camp or camps and recreational facilities and appurtenant
17 facilities in a prudent and economical manner. ~~and~~ This act shall
18 be liberally construed as giving to the authority full and complete
19 power reasonably required to give effect to ~~the~~ its purposes.
20 ~~thereof~~ The provisions of this act are in addition to and not in
21 derogation of any power existing in the Braxton County Board of
22 Education and the ~~court of the county of~~ Braxton County Commission
23 under any constitutional or statutory provisions which they may now
24 have, or may ~~hereafter~~ acquire.

1 **§20. Provisions severable.**

2 The several sections and provisions of this act are severable,
3 and if any section or provision ~~hereof shall be~~ of this act is held
4 unconstitutional, all the remaining sections and provisions of this
5 act shall nevertheless remain valid.

NOTE: The purpose of this bill is to modify the membership of the Braxton County Recreational Development Authority and to require the approval of the Braxton County Commission and the Braxton County Board of Education on land transactions conducted by the authority.

Strike-throughs indicate language that would be stricken from the present law, and underscoring indicates new language that would be added.