AGENDA FOR THE REGULAR CITY COUNCIL MEETING
TUESDAY, APRIL 12, 2016, 7:30 PM
COUNCIL CHAMBERS, SECOND FLOOR,
MUNICIPAL BUILDING

PRAYER AND PLEDGE OF ALLEGIANCE

I. CALL TO ORDER – Councilman John Rockhold III, President

II. ROLL CALL

III MINUTES – Budget meetings March 14th, March 15th, March 16th, March 21st, 2016; and Council meeting March 22, 2016

IV. REPORTS FROM STANDING OR SPECIAL COMMITTEES

V. MESSAGE FROM THE EXECUTIVE

A. Mayor Jimmy Colombo nominates Jason Matthews as Fire Chief.

VI. PUBLIC FORUM

VII. PROCLAMATIONS –1. April as Fair Housing Month; and
2. General Federation Day of Women's Clubs

VIII. COMMUNICATIONS

3. Communication from Mayor Jimmy Colombo re-appointing Mr. Jason Wyers, 529a Market Street to the Downtown Façade Committee thru October 9, 2018.

4. Communication from Mayor Jimmy Colombo appointing Mr. John Nicholson, 1214 Ann Street, to Julia Ann Square ARB thru April 12, 2019; and re-appointing Mr. Lewis Emrick, 1212 Juliana Street, and Ms. Linda Florence, 1109 Ann Street, to that same Board thru December 31, 2018.

IX. RESOLUTIONS

5. Resolution re-appointing the following Members to the Board of Zoning Appeals for terms to expire January 1, 2019: Mr. Jeremy Bungard, 1006 Juliana; Mr. Travis Johnson, 515 Hugh Street; and Ms. Patricia VanMeter, 2209 14th Avenue. (Sponsored by Councilmen Carpenter, Brown, Rockhold, and Lynch)

6. Resolution re-appointing Mr. Steve Mohwish, 3300 ½ Camden Avenue; and appointing Mr. John Marlow, 2610 Cleveland Avenue, to the Wood County Recreation Commission for terms to expire April 12, 2019. (Sponsored by Councilmen Wilcox, Lynch, Carpenter, and Reed)

RESOLUTIONS

7. Resolution stating that dates for Council meetings for April shall be April 12th and April 19th; and for May they shall be May 3rd and May 24th, 2016. (Sponsored by Councilmen Rockhold, Reed, Bigley, Carpenter, and Wilcox.)

8. Resolution authorizing Mayor Jimmy Colombo to execute a lease agreement between the City and James Kincaid and Marvin Edwards, for the Point Park Marketplace for five years for $500.00 per month for the first four months; $1,000.00 per month for the subsequent six months; and $1,500.00 per month for the remainder of said five years term. (Sponsored by Public Works Committee)

PUBLIC HEARING

9. Resolution authorizing Mayor Jimmy Colombo to submit a State Development Grant to the WV Division of Culture and History for Sumner School restoration project, $30,000.00 with 50% match out of CDBG. (Sponsored by Councilmen Rockhold, Lynch, Carpenter, Reed, Bigley and Wilcox.)

10. Resolution authorizing the City to apply to the Wood County Commission for permission to annex a portion of Sleepy Hollow Road consisting of .0206 acres. (Sponsored by the Municipal Planning Commission)

11. Resolution amending City Park Rules and Regulations temporarily to allow the possession and consumption of wine and beer for Taste of Parkersburg June 3rd and 4th; Point Park Concert Series June 3rd, July 1st, August 5th and September 2nd; Downtown Throwdown on September 17th; and Chili Cook Off on October 14th. (Sponsored by Councilmen Bigley, Coram, Carpenter, Lynch, and Reed.)

12. Resolution creating and establishing the City of Parkersburg OPEB Trust. (Sponsored by Councilmen Carpenter, Coram, and Brown)

VIII. ORDINANCE, FINAL READING:

13. An ordinance vacating an unnamed 10' alley west of Fourth Street, running from Avery Street to Phillips Court Alley. (Sponsored by Municipal Planning Commission.)

14. An ordinance amending and re-enacting the Personnel Policy and Procedures Manual concerning Return to Work, Light Duty. (Sponsored by Personnel Committee.)

IX. ORDINANCE, FIRST READING:

15. An ordinance establishing monthly parking rates at 7th and Juliana Streets, and also at 3rd Street and Phillips Court alley for $40.00 per space; and meters on 2nd Street for 50 cents per hour. (Sponsored by Councilmen Wilcox, Lynch, Rockhold, Carpenter, and Reed) (Public hearing on April 19th.)

16. An ordinance to allow Parkersburg Police Department to cite offenders in City Court for citations concerning registration of vehicles of new residents. (Sponsored by Councilmen Wilcox, Lynch, Rockhold, Carpenter and Reed.)

17. An ordinance authorizing the Finance Director to conduct an auction on May 7, 2016 of personal property belonging to the City of Parkersburg. List of items included. (Sponsored by Councilmen Wilcox, Coram, Carpenter, Reed, Rockhold.)

X. ADJOURNMENT

City of Parkersburg
One Government Square
P.O. Box 1627
Parkersburg, WV 26102

Office of the Mayor
Phone: 304-424-8420
Fax: 304-424-8590

James E. Colombo

MEMORANDUM

TO: All City Council Members

FROM: Jimmy Colombo, Mayor

DATE: April 4, 2016

RE: Jason Matthews, Lieutenant

I am planning on placing Lieutenant Jason Matthews on the City Council Agenda for the April 12, 2016 meeting. I feel Jason is a strong candidate and would ask each of you to consider his appointment as Fire Chief.

Jason has a wonderful disposition, he was an Eagle Scout, graduated from WVU at Parkersburg, with a Bachelor of Arts, Elementary Education. Jason is fulfilling his lifelong dream to be a Fire Fighter. I recognize Jason's abilities and feel he will be accepted by the Fire Department. Please consider his achievements as a Fire Fighter and his acceptance of the department

I suggest you call him or stop by the fire department and talk with him, ask him questions to understand why I feel he is a strong candidate.

JEC/kg

Jason M. Matthews

1946 33rd Street, Parkersburg, WV 26104
Home: (304) 422-1331- Cell: 304-615-1126 – pdfmatthews@yahoo.com

SUMMARY

I am a dedicated Fire Lieutenant with more than 12 years of progressively responsible experience in public service. I have strong qualifications in resource management, training, public safety, and emergency response. My leadership and analytical skills are well developed as evidenced by ability to continuously improve fire/rescue operations and emergency medical services. I have a reputation for strong work ethic and uncompromising devotion to service.

PROFESSIONAL SKILLS

- Safety and Risk Management
- Communications
- Intergovernmental Relations
- Emergency Management
- Pre-Incident Planning & Code Enforcement
- Budget Planning & Management
- Policy & Procedure Development

CAREER EXPERIENCE

Parkersburg Fire Department **January 2011- Present**
Lieutenant, Inspector, Investigator, EMT

- Supervises and directs the activities of multi-units
- Responds to alarms for fires, vehicle extrications, hazardous materials incidents, emergency medical incidents, and other emergencies as required.
- Assumes command of emergency scenes, per the incident command system; analyzes situations; and determines proper procedures until being relieved by a higher ranking officer.
- Provides training to crew members.
- Evaluates employee performance and conducts performance reviews.
- Completes and maintains manual and computer records and prepares necessary reports on incidents, accidents and training.
- Organizes and performs pre-fire planning activities.
- Determines origin and cause of fires.
- Conducts occupancy inspections.
- Participates and delivers tours of the fire station as required.
- Supervises and performs maintenance on fire equipment.
- Reads, studies, interprets, and applies departmental procedures, and technical manuals.
- Organizes and performs fire hydrant flow testing with the Parkersburg Utility Board.
- Organizes and delivers the station supplies for all six stations.

Parkersburg Fire Department **Nov. 2003 – Dec. 2010**
Fire Fighter, Inspector, Investigator, EMT

- Maintained uniform and personal equipment in a functional and presentable condition.
- Made reports when applicable and kept records necessary to the efficient operation of assignments.
- Responded to alarms for fires, vehicle extrications, hazardous materials incidents, emergency medical incidents, and other emergencies as required.
- By study and research, became familiar with advanced techniques and ideas designed to improve the performance of the fire department.
- Became familiar with codes, laws, and ordinances that pertained to inspecting buildings and investigating fires.
- Made periodic inspections of buildings designated by the Chief Fire Inspector.
- Investigated, photographed, and obtained evidence at fire scenes.

Wheels Inc. **July 2002 – May 2007**
Technician

- Diagnosed, repaired and inspected new and used motor homes, travel trailers, and fifth wheels.

Parkersburg YMCA **Jan. 2001 – Mar. 2004**
Customer Service, Fitness Instructor, Camp Counselor

- Interacted with members on a daily basis.
- Guided Fitness Classes.
- Worked with youth in camp setting.

Wood County Schools **Dec. 2000 – June 2002**
Substitute Teacher

- Instructed Kindergarten through sixth grade students in all subject areas.

EDUCATION

West Virginia University at Parkersburg *Parkersburg, WV*
Bachelor of Arts December 2000
Elementary Education, Multi-Subject K-8

Parkersburg High School *Parkersburg, WV*
General Studies June 1996

ACCOMPLISHMENTS

- Veterans of Foreign Wars - Fire Fighter of the Year - May 20th, 2007
- Parkersburg YMCA Employee of the year - 2002
- Eagle Scout - Boy Scouts of America - Troop 6 - August 14th, 1996

AFFILIATIONS

Municipal Pensions Oversight Board (MPOB)

- Appointed by the Governor of West Virginia on January 22nd, 2015 for a four year term.
- Oversee 53 police and fire pension plans in the State of West Virginia.

Parkersburg Firemen's Pension Board

- Filled an unexpired term beginning September 2011.
- Re-elected in October 2012 for a four year term.
- Currently serving as secretary for the board.

Professional Fire Fighters of West Virginia

- Advisory board member
- Filled an unexpired term beginning November 2010.
- Re-elected May 2012 and May 2014

International Association of Arson Investigators

- Member since October 2008

International Association of Fire Fighters

- Member since December 2004

CERTIFICATIONS

- Fire Officer I - Supervising Fire Officer - September 26th, 2012
- Fire Officer II - Managing Fire Officer - October 3rd, 2012
- Fire Officer III - Administrative Fire Officer - February 27th, 2013
- Fire Officer IV - Chief Officer - February 24th, 2014
- Fire Instructor I & II - June 15th, 2013
- Fire Inspector I - February 16th, 2009
- Fire Inspector II - September 1st, 2010
- Fire Investigator I - September 2007
- Fire Investigator II - June 18th, 2008
- Fire Investigator III - September 23rd, 2012
- National Incident Management System 300 - Intermediate Incident Command System for Expanding Incidents - FEMA/National Fire Academy - July 28th, 2013
- National Incident Management System 400 - Advanced Incident Command System for Complex Incidents - FEMA/National Fire Academy - August 18th, 2013
- Insurance Service Organization (ISO) - Public Protection Classification Program - February 28th, 2015
- Hazardous Materials Technician - July 9th, 2004
- Emergency Medical Technician - September 1st, 2004
- Journeyman Firefighter - U.S. Department of Labor - November 24th, 2006
- Fire Fighter Level I & II - December 11, 2003, January 7th, 2004
- Exhaustive list of continuing education classes

RESOLUTION

DESIGNATING APRIL 2016 AS FAIR HOUSING MONTH

WHEREAS, the City Council of the City of Parkersburg is proud to join the U.S. Department of Housing and Urban Development in celebrating the 48th anniversary of the Fair Housing Act of 1968; and

WHEREAS, the 1968 Fair Housing Act guarantees the right of all Americans to dwell in the neighborhood of their choice, is one of the most important components of our national civil rights policy; and

WHEREAS, even though this non-discriminatory policy is the law of the land, its proper enforcement requires the continued cooperation of all levels of government, the real estate and homebuilding industries and private citizens; and

WHEREAS, throughout the City of Parkersburg, this spirit of cooperation is being provided through the efforts of our state, federal and local governments and with the support of countless community and nonprofit organizations; and

WHEREAS, promoting equal housing opportunity is essential to our larger mission of promoting justice in all areas of life and for all citizens, and equal housing opportunity has a dramatic impact on school integration and acceptance and understanding of ethic and racial diversity;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Parkersburg authorize its' Mayor, James E. Colombo, to sign a proclamation declaring April 2016 as Fair Housing Month in the City of Parkersburg and to urge all citizens to join in creating and promoting fair housing opportunities for all people.

General Federation Day of Women's Clubs
PROCLAMATION

WHEREAS: the General Federation of Women's Clubs was organized on April 24, 1890, and duly chartered by President William McKinley and the United States Congress on March 3, 1901; and

WHEREAS: the General Federation of Women's Clubs is one of the world's largest and oldest non-denominational women's volunteer service organizations with members in fifty states, the District of Columbia, Puerto Rico, and twenty countries; and

WHEREAS: the General Federation of Women's Clubs maintains, as the source of its public policy initiatives, resolutions that are adopted as annual conventions and reflect the organizations' consensus on issues of national and international importance; and

WHEREAS: the General Federation of Women's Clubs provides organizational structure and obtains sponsorship and support of develop program materials for member clubs that further their volunteer service mission; and

WHEREAS: the General Federation of Women's Clubs provides opportunities to develop personal and leadership skills, study issues, educate the public, stimulate civic consciousness, commemorate women's history, and participate in constructive public services; and

WHEREAS: the General Federation of Women's Clubs encourages its membership to develop a vital and continuing commitment to community improvement; and

WHEREAS: the General Federation of Women's Clubs in all communities celebrate April 12, 2012, as GFWC Federation Day; therefore

BE IT RESOLVED that in recognition of more than a century of volunteer service to their communities by the General Federation of Women's Clubs members, I hereby proclaim April 12, 2016 as **GENERAL FEDERATION DAY IN PARKERSBURG, WEST VIRGINIA.**

James E. Colombo, Mayor
City of Parkersburg

City of Parkersburg
One Government Square
P.O. Box 1627
Parkersburg, WV 26102

Office of the Mayor
Phone: 304-424-8420
Fax: 304-424-8590

James E. Colombo

April 5, 2016

Parkersburg City Council
Parkersburg, WV 26101

Dear Council Members:

The term for Mr. Jason Wyers, 529a Market Street, has expired as a member of our Downtown Façade Committee, and he has expressed his desire to serve another term.

I therefore ask for your favorable consideration of Mr. Wyers as a re-appointment to that Committee for a term to expire October 9, 2018, when you meet April 12, 2016. If you have any questions, please do not hesitate to call.

Thank you.

Sincerely,

Jimmy Colombo
Mayor

JC:kg

Mayor James E. Colombo

CITY OF PARKERSBURG
ONE GOVERNMENT SQUARE
P.O. BOX 1627
PARKERSBURG, WV 26102

April 4, 2016

Members of Parkersburg City Council
Parkersburg, WV 26101

Dear Councilmen:

There is a vacancy on the Julia Ann Square Architectural Review Board due to the passing of long-time member, Judy Ball.

Mr. John Nicholson, 1214 Ann Street, has expressed his desire to serve on this board, so I therefore nominate him to this position for a term to expire April 12, 2019.

On this same Board, the terms of Mr. Lewis Emrick, 1212 Juliana Street; and Ms. Linda Florence, 1109 Ann Street, have expired. I also ask your favorable consideration of Mr. Emrick and Ms. Florence for re-appointment with terms ending December 31, 2018.

Thank you.

Sincerely,

Jimmy Colombo
Mayor

JC:cs

RESOLUTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the following members of the Board of Zoning Appeals be re-appointed:

1. Jeremy Bungard, 1006 Juliana Street, representing District #5, through January 1, 2019;

2. Travis Johnson, 515 Hugh Street, representing District #3, through January 1, 2019;

3. Patricia VanMeter, 2209 14th Avenue, representing District #2, through January 1, 2019.

Sponsored by Councilmen Carpenter, Brown, Rockhold, and Lynch

RESOLUTION APPOINTING MEMBERS TO THE
WOOD COUNTY RECREATION COMMISSION

WHEREAS, the term of Mr. Steve Mohwish has expired on the Wood County Recreation Commission, and he desires to serve another term; and

WHEREAS, there is a vacancy on that Commission due to a resignation (of Mr. Poling), and we have received the name of Mr. John Marlow, 2610 Cleveland Avenue, who would like to serve in that capacity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that Mr. Steve Mohwish be **re-appointed** as a member of the Wood County Recreation Commission for a term to expire April 12, 2016; and that Mr. John Marlow be **appointed** to serve for a term to expire April 12, 2016.

RESOLUTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that meetings for Parkersburg City Council for the month of April shall be April 12, 2016 and April 19, 2016; and

BE IT FURTHER RESOLVED that meetings in May shall be May 3, 2016 and May 24, 2016. (due to election on May 8th, 2016)

Sponsored by Councilmen Rockhold, Reed, Bigley, Carpenter, and Wilcox

RESOLUTION

Be It Resolved By The Council of the City of Parkersburg that Mayor James E. Colombo be and he is hereby authorized to execute for and on behalf of the City that certain Lease Agreement by and between James Kincaid and Marvin Edwards and the City for the Point Park Markeplace for a term of five (5) years and for the terms and conditions set forth in said Lease Agreement which agreement is attached hereto and made a part hereof.

38 PAGES OF
PICS THAT GO
WITH THIS AGREE-
MENT.
4-8-16 CS

Sponsored by: Public Works Committee

AGREEMENT

THIS AGREEMENT, made and hereby entered into on this the _____, day of _____, 2016, by and between THE CITY OF PARKERSBURG, a municipal corporation, hereinafter referred to as "Lessor", and James Kincaid and Marvin Edwards, hereinafter referred to as "Lessee".

FOR AND IN CONSIDERATION of One Dollar ($1.00), paid by Lessee to Lessor and the mutual promises and covenants hereinafter contained, Lessor does hereby lease unto Lessee certain real estate located in the City or District of Parkersburg, Wood County, West Virginia, more particularly described as follows:

> BEGINNING at a point in southwesterly right of way line of Juliana Street and First Street; thence in a northwesterly direction along First Street right of way line N. 38° 06' 41" W. 172.72' to a point, said point being the easterly right of way for the Juliana Street Bridge; thence with said right of way line in a northeasterly direction N. 52° 07' 58" E. 173.08' to a point; thence in a northeasterly direction N. 65° 46' 51" E. 131.03' to a point; thence in a southeasterly direction S. 38° 06' 41" E. 55.14' to a point; thence in a southwesterly direction S. 51° 54' 37" W. 70.26' to a point; thence in a southeasterly direction S. 38° 06' 41" E. 85.50' to a point, said point being in the westerly right of way line of Juliana Street; thence with said right of way line in a southwesterly direction S. 51° 54' 37" W. 230.00' to the place of beginning, containing 1.003 acres.
>
> BEING the same real estate conveyed to the City of Parkersburg, a municipal corporation dated September 3, 1980 and recorded in the Office of the Clerk of the County Commission of Wood County, West Virginia, in Deed Book 743, at page 186.

The parties understand and agree that this lease agreement includes certain furniture, furnishings and equipment which shall remain in the building and may be utilized by the Lessees in their business of the Marketplace and which are shown in Exhibit "B" which is attached here to and made a part thereof.

The parties hereto further understand and acknowledge that the driveways and parking areas in front of the subject building and the tent presently situated in the rear of said building are specifically excluded from and not part of this lease agreement.

This Lease is subject to the following terms and conditions:

1. Term. This Lease shall be for (5) years from the date of adoption, unless terminated by either party, as hereinafter stated or by the terms of this Agreement.

2. Rent. During the five (5) year term, Lessees shall pay rent to Lessor for the demised premises as follows:
   a. $500.00 per month for the first four (4) months commencing on the date of this Agreement;
   b. $1,000.00 per month for the subsequent six (6) month of the term; and
   c. $1,500.00 per month for the remainder of said five (5) year term, that being the then remaining fifty (50) months of said term.
3. Use of Premises. Except as hereinafter provided, Lessees shall be entitled to use and exercise control over the real estate described herein as a Retail Marketplace and as set forth in Lessees' Marketplace proposal marked as Exhibit "A" and attached hereto. No other use may be permitted upon said property without the specific written consent of Lessor, acting by and through the Council and the Mayor. However, under no circumstances shall Lessee do any act or engage in any activity which may hinder or obstruct Lessor in the performance of its governmental duties or operations. Furthermore, the Lessor, its agent and employees, shall have the right at all times to come upon said premises to carry out the functions of City Government. When possible and practical the City shall give the Lessee advance notice of its coming upon the leased premise.

   The parties hereto agree and understand that Lessor intends and will move the tent presently situate on the premises to Bicentennial Park as an addition to said park. Lessor however hereby agrees that, with the exception of any and all special events held in or about said Bicentennial Park, it will not permit vendors to utilize said tent for the selling of any food products, good or other wares of any kind and which activity may or might compete with Lessees' efforts at the Marketplace.
4. Utilities. Lessees shall be responsible for paying utilities in connection with the demised premises and agree to reimburse Lessor for any and all said utilities as and when Lessor is billed for the same. Lessor however agrees to seek and obtain a separate meter for measuring and determining the water

used for and about the Community Gardens on the premise and which exclusive outside water usage shall be paid by the Lessor.

5. Maintenance and Upkeep. The Lessees shall keep the said premises in a clean, healthful and sanitary condition at all times, and shall comply with all proper laws and ordinances relating thereto. The Lessees have examined the said premises and know the condition thereof, and receive and accept the same in the condition and repair that they are now in. Lessor expressly agrees that it will mow the grounds around and about the Community Gardens and in addition shall keep and maintain the outer walls and roof of said building in proper and substantial repair during the term of this Lease. Lessor further expressly agrees to maintain the interior electrical wiring, electrical switches and lighting fixtures (excluding light bulb or florescent lamp replacement and any electrical component owned or installed by Lessees or any vendor), the plumbing and bathroom fixtures, and the heating and air conditioning systems within the demised premises. Lessor agrees to replace any and all glass forming part of any exterior or window of the demised premises if any of the same are broken. Lessees expressly agree to provide general maintenance of the building floors, restrooms and grounds and including the Community Garden and all general cleaning of floors, sidewalks, the rear parking area and glass, whether windows or doors, snow removal and disposal of trash and including all items and areas set forth in Lessees' Marketplace proposal (Exhibit "A"). Lessees shall be responsible for the regular maintenance and cleaning of the grease trap situated behind the building as well as any and all exhaust hoods, filtered or otherwise.

6. Insurance. At all times Lessees shall maintain in full force and effect a policy of liability insurance with limits of not less than one million dollars, $1,000,000.00, and Lessees shall hereby covenant and agree that they shall hold Lessor harmless from any and all liability arising from injuries to person or property occurring on or relating to the use of said premises which shall include the costs of the defense of any civil action, except that Lessor shall not be absolved of any liability from injuries incurred as a proximate result of

negligent acts of Lessor. Lessees covenant and agree to submit to Lessor proof of said insurance coverage prior to this Lease becoming effective and at all times subsequent thereto. Failure of Lessees to do so shall give Lessor right to immediately cancel this Lease by written notice.

7. Assignment and Subletting Prohibited. This Lease may not be transferred, assigned or sublet in any manner by Lessees without specific written consent of Lessor, acting through its Mayor and Council, relative to the overall occupancy, use, operation and management of the Marketplace. Lessor understands and acknowledges that Lessees intend to lease individual spaces, in and about the subject property to various vendors as part of the Marketplace and hereby authorizes and permits Lessees to do so.

8. Improvements. It is agreed and understood by the parties that any improvements made or constructed upon the real estate described shall be deemed fixtures and part of the real estate.

9. Alterations. The Lessees will be permitted to make alterations, additions and improvements to the structures on the demised premises, provided however, that such alterations, additions and improvements shall: (1) Be approved in writing by the Lessor prior to the commencement of any work done; (2) Be done in a good and workmanlike manner and not create any unsafe condition in or to said building or diminish the value thereof, (3) Be made at the Lessees sole cost and expense, and; (4) Involve no changes in the structure of said building without the express written consent of the Lessor. The Lessees shall promptly pay for all work and materials furnished by others to the demised premises and shall not permit any mechanic's and materialman's lien to be filed against said premises. All such alterations, additions and improvements shall become the property of the Lessor and remain on the demised premises at the termination of this Lease.

10. Fire or Destruction. If for any cause occasioned by fire or the elements, a total destruction of the demised premises shall occur, then the rent provided for hereunder shall abate during the period the said premises cannot be occupied by the said Lessees, provided however, that nothing herein

contained shall actually or impliedly require the Lessor to rebuild said premises in case of total destruction thereof occasioned by fire or the elements, or the Lessees to resume occupation or the payment of rental therefor in case of such total destruction occasioned by fire or the elements, and in the event of such total destruction, either the Lessor or the Lessees may declare this Lease to be at an end. If, for any cause occasioned by fire or elements, the demised premises are temporarily rendered unfit for the operation of the Lessees business, then the rent provided for hereunder shall abate during the period said premises are unfit for operation of Lessees' business, and the Lessor shall proceed, with all reasonable dispatch, to restore the demised premises to the condition they were in prior to such casualty. In connection with any abatement of rent to which the Lessees' shall be entitled, the Lessees' shall also receive back the unearned portion of any installment of rent paid in advance of the date of such damage or destruction.

11. Insolvency. If the Lessees, shall at any time during the term of this Lease become insolvent or a proceeding in bankruptcy shall be instituted by it, or it shall make assignment for the benefit of creditors, or if this Lease shall be taken or attempted to be taken, or if a receiver or trustee shall be appointed for the Lessees' property on said premises, or if this Lease shall, by operation of law revolve upon or pass to any person other than said Lessees, or if the Lessees shall fail to pay any federal, state, county or municipal taxes or assessments within thirty (30) days after the same shall become due and payable, then and in each such case, the Lessor may, at its election, declare this Lease to be cancelled and forfeited and enter upon said demised premises or any part thereof and retake possession of the same.

12. Waiver. The failure of the Lessor to exercise the right of annulment and cancellation of this Lease, for any cause giving such rights, shall not be held nor construed to be a waiver of the said right for any other or subsequent causes, should they exist.

13. Eminent Domain Proceedings. In the event the demised premises, or any part thereof, shall be taken or condemned for any public or quasi-public use, by right of eminent domain under any statute, or sold voluntarily by the Lessor for any such use in lieu of condemnation, then and in either of such events, this Lease hereby created shall cease and expire on the date when possession of the demised premises, or any part thereof, shall be taken or sold; and the Lessees shall immediately vacate and surrender the demised premises, and no other notice or demand and no re-entry shall be necessary or required of the Lessor. In case of any such condemnation or sale in lieu thereof, whether of all or any part of the demised premises, the entire proceeds of the award or sale, as the case may be, shall be pro-rated between Lessor and Lessees as follows: Lessees shall retain as its share of said proceeds the documented cost of alterations and repairs depreciated over a twenty (20) year period, but in no event shall the amount paid to Lessees exceed the proceeds of the award or sale.

14. Cancellation. Lessor and Lessees shall have the right to cancel this Lease at any time by mutual agreement.

15. Default. In the event Lessees default in payment of rent as provided herein, or in the performance of any other covenant, other than providing liability insurance, Lessor may, at its option, serve written notice of said default upon Lessees by certified mail at Lessees last known address. If such default is not cured within thirty (30) days of receipt of said notice, Lessor may, at its option, declare this Lease Agreement null and void and retake possession of the property. Default in providing proof of insurance coverage is set forth in Paragraph 5.

16. Notices. All notices by the Lessor to the Lessees shall be deemed to have been properly given sent by certified mail, postage prepaid, addressed to the Lessees at, James Kincaid, 34 New England Ridge Rd., Washington, WV 26181 and Marvin Edwards, 54199 Eden Ridge Road, Reedsville, OH 45772 or such place as the Lessees' may, from time to time, designate in writing to the Lessor. All notices by the Lessees to the Lessor shall be deemed to have

been properly given when sent by certified mail, return postage requested, postage prepaid, addressed to the Lessor at #1 Government Square, Parkersburg, West Virginia 26101 or at such other place as Lessor may, from time to time, designate in writing to the Lessees.

WITNESS the following signatures:

CITY OF PARKERSBURG,
a municipal corporation

By_____
James E. Colombo, Mayor

_____
James Kincaid

_____
Marvin Edwards

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

The foregoing instrument was acknowledged before the undersigned Notary Public the _____ day of _____, 2016, by James E. Colombo, Mayor of the City of Parkersburg, as the act and deed of said Municipal Corporation.

My Commission expires:_____

_____
Notary Public

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

The foregoing instrument was acknowledged before the undersigned Notary Public the _____ day of _____, 2016, by James Kincaid, Lessee.

My Commission expires:_____

_____
Notary Public

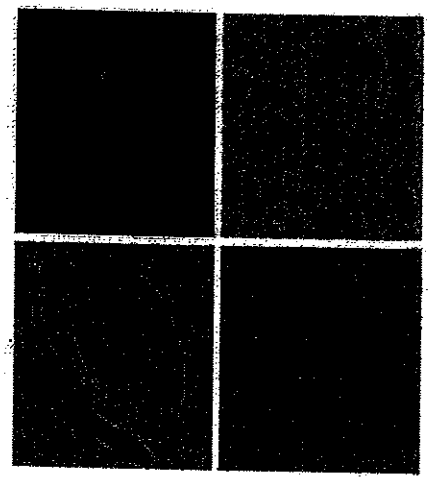
STATE OF WEST VIRGINIA,
COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before the undersigned Notary Public the _____ day of _____, 2016, by Marvin Edwards, Lessee.

My Commission expires:_____

_____
Notary Public

LEASE PROPOSAL FOR



POINTPARK
MARKETPLACE

January 19, 2016

113 Ann Street

Parkersburg, WV 26101

The mission of James Kincaid and Marvin Edwards for Point Park Marketplace is to operate a year-round Community-supported market that provides the Mid-Ohio Valley with local produce.

EXHIBIT "A"

Executive Summary

Our mission for Point Park Marketplace is to operate a year-round community-supported market that provides the Mid-Ohio Valley with Local Produce.

We want Point Park Marketplace to offer local farmers, producers, artisans and food vendors to be able sell their products at the market. We want to offer consignment to local farmers so they wouldn't have to be at the market on a full time basis.

Point Park Marketplace would like to define "local" to the whole Mid-Ohio Valley area. By offering to the Mid-Ohio Valley it helps our local farmers to expand their production.

Point Park Marketplace has been recognized as one of the friendliest markets in West Virginia Farmers Market Association at the West Virginia Small Farmers Conference in February of 2015.

Point Park Marketplace also has on site High Mark Community Gardens which has an onsite manager for the grounds.

The following pages will describe our dreams for the future at Point Park Marketplace. As our mission states, we hope to operate a community-supported market. We are very anxious to grow and establish a "local food hub" for our local area.

Support for the Market

Point Park Marketplace has been supported by the local Community from the beginning. Businesses and Individuals around our community have also supported the market with financial contributions. The West Virginia Department of Agriculture will help us with local vendors and produce. They also offer local grants and Marketing prices.

Point Park Marketplace in Downtown Parkersburg

Point Park Marketplace along with being a farmers market, provides many customer with restaurants, souvenirs items, bikes shop, bakery and wine shop. Point Park Marketplace is opened Wednesday – Saturday with a steady customer flow. Point Park Marketplace works with local event coordinators by expanding our hours for special events in downtown Parkersburg.

Point Park Marketplace's target market is people from the mid-Ohio valley of all income levels and ethnic backgrounds who purchase, consume food, and other misc. items.

Support from the National Council on Aging offers us help with the Senior Citizens group. There is an onsite supervisor there at all times.

Our plans for the future:

- Establish more local vendors to be part of the full time market on the inside.
- Increase more events from 1 a month to 3 a month.
- Expand our area to the whole Mid-Ohio Valley.
- Pursue grant opportunities on a continuing basis, to help develop a stronger producer network.
- Expand our 5 vendors to at least 4 more vendors this year.
- Have locals farmers come to the market and sell their produce.

We would like to have vendors selling out of the back of their vehicles like a Tailgate Farmers Market. Our market relies heavily on social media for marketing. We plan to host workshops on such topics as pricing for profit, business planning for farmers, labeling and marketing products and other topics that may be of interest to the farmers.

We will accept the responsibility of keeping Point Park Marketplace clean at all times. The current business hours of The Point Park Marketplace are 10am-6pm Wednesday through Saturday.

In order to create further excitement and community involvement in and around the Point Park Marketplace, we plan to have banners and flags flying all around the parking lot. We also anticipate having festivals conjunction with the holidays. On the last Saturday of each month craft and direct sell vendors.

Point Park Marketplace Events

- Chamber of Commerce sponsored - Community Chili Cook off.
- Corvette Club car show
- Special Olympics Polar Plunge
- Kicks for Kids Road Run
- Breast Cancer Road Run.
- Color Run
- Pre-Concert before the Downtown PKB Concert
- Steam Punk for Cervical and Breast Cancer.

We would like to explore the possibilities of having a large walk-in cooler located outside that would allow back-storage outside of the square footage of the main retail space at Point Park Marketplace.

Financial and Proposal

James Kincaid and Marvin Edwards would like to lease Point Park Marketplace from the City with a negotiable rate for 5 years, plus take over all the utility bills. As the market grows the city will benefit from the taxes. We have been contacted by several vendors who are interested in being part of Point Park Marketplace.

Maintenance

We will take care of all the duties around the market inside and out as listed.

- Cleaning of the sidewalks
- Watering all plants
- Keeping the fountain full of water
- Sweeping and moping the inside of the market
- Empty trash cans
- Cleaning the bathrooms
- Cleaning the doors and windows
- Providing sanitary items
- Snow removal on sidewalks

Marketing and Sales Strategy

Point Park Marketplace engages the community through special events, classes, neighborhood meetings, and a Facebook page with over 3,094 followers. Point Park Marketplace communicates with customer via Facebook, in-store marketing, news stories and press release, direct marketing via Constant Contact, and direct contact at local events and classes. However our marketing plan for 2016 includes a limited amount of paid advertising using local radio and newspaper, focusing on our local products. The first Monday of every month we have a guest spot on WTAP, also on the first Tuesday of every month we have the guest spot.

RESOLUTION AUTHORIZING MAYOR COLOMBO TO SUBMIT A STATE DEVELOPMENT GRANT TO THE WV DIVISION OF CULTURE AND HISTORY FOR SUMNER SCHOOL RESTORATION PROJECT

WHEREAS, Sumner School was established on Avery Street in 1862 as the first public school for African Americans south of the Mason Dixon line, and

WHEREAS, the School is a historic and culturally significant resource for Parkersburg and the State of West Virginia, and

WHEREAS, the gymnasium is the only part of the facility still standing, and

WHEREAS, this facility was deeded to The Sumnerite Association, Inc. in 1996 by the Wood County Commission, and

WHEREAS, The Sumnerite Association had operated a mentoring program in the facility for many years and maintains a collection of historic items from the School and the local African American population, and

WHEREAS, the City of Parkersburg desires to help preserve and restore this facility on Avery Street in downtown Parkersburg by applying for a $30,000 State Development Grant from the West Virginia Division of Culture and History, and

WHEREAS, the State Development Grant requires a fifty percent match, and

WHEREAS, the match ($15,000) will be provided by Community Development Block Grant Funds

NOW THEREFORE BE IT RESOLVED, that City Council of the City of Parkersburg does hereby authorize Mayor James Colombo to submit a State Development Grant application to the West Virginia Division of Culture and History and execute all subsequent assurances and award documents.

Sponsored by: John Rockhold, Sharon Lynch, J.R. Carpenter, Jim Reed, Warren Bigley and Nancy Wilcox

RESOLUTION

WHEREAS, the City of Parkersburg desires to increase its boundaries by way of minor boundary adjustment so as to adequately reflect and encourage the fiscal and physical growth of the City; and

WHEREAS, the area to be annexed by said method include Tygart District Tax Map 61, Parcel 65; and

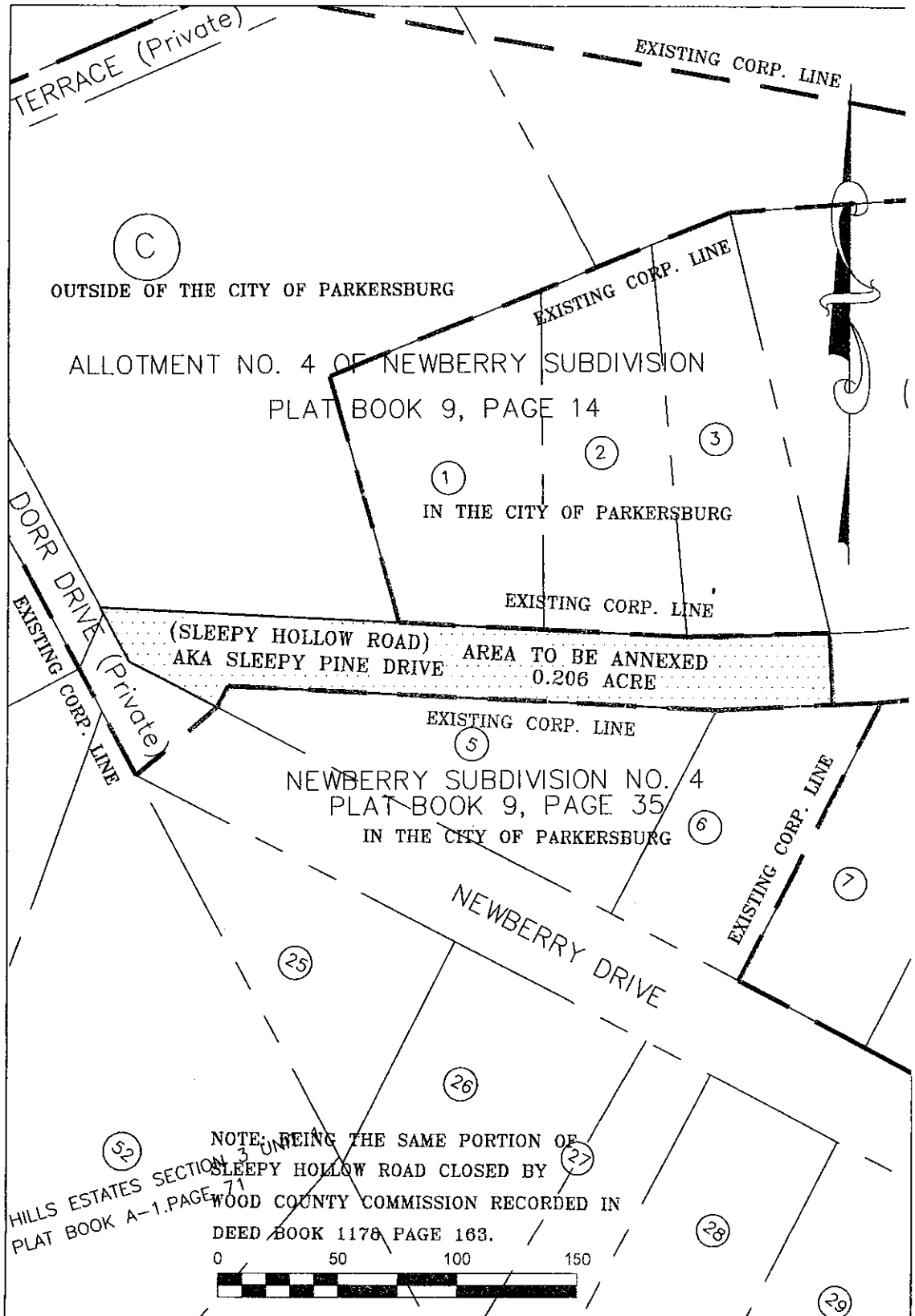
WHEREAS, Karen Jackson, the owner of the real estate to be annexed does not object to this annexation; and

NOW, THEREFORE, BET IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the City of Parkersburg, by and through it governing body, under and by virtue of the provision of Chapter 8, Article 6, Section 5 of the Code of West Virginia, as amended, apply to the County Commission of Wood County, West Virginia, for permission to annex to the City of Parkersburg that certain territory situated in the Tygart District, Wood County, West Virginia, bounded and described on the legal description and plat, which attached hereto and incorporated herein by reference as Exhibit "A."

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the portion of said property to be annexed consists of a portion of Sleepy Hollow Road vacated by the Wood County Commission, recorded in Deed Book 1178, Page 163, in the office of the clerk of the county commission of Wood County, West Virginia.

BE IT FURTHER RESOLVED that in conjunction with the foregoing, Mayor James E. Colombo, be and is hereby, authorized to execute a proper application and do all other acts necessary in connection with said annexation procedure.

SPONSORED BY: Parkersburg Municipal Planning Commission



SCALE = 1 INCH = 50 FEET	CITY OF PARKERSBURG.W.V.
DATE: 02/03/16	WOOD COUNTY
DRAWN BY: R.S.	DEPARTMENT OF PUBLIC WORKS
CHECKED BY:	DIVISION OF ENGINEERING
TYGART DISTRICT MAP 61 PARCEL 65 ALLOTMENT NO. 4 OF NEWBERRY SUBDIVISION PLAT BOOK 9, PAGE 14	PLAT OF THE PROPOSED ANNEXATION OF A PORTION OF SLEEPY HOLLOW ROAD

Z:\SC\WORK\ANNEX\SLEEPY HOLLOW.dwg

EXHIBIT A

Situate in the District of Tygart, County of Wood, State of West Virginia, and being more particularly bounded and described as follows:

Beginning at the southwesterly corner of Lot C of Allotment No. 4 of Newberry Subdivision, as shown in Plat Book 9, Page 14, Recorded in the office of the clerk of the county commission of Wood County, West Virginia.

Thence: with the northerly line of Sleepy Hollow Road, aka Sleepy Pine Drive, and the southerly line of said Lot C, in an easterly direction, to the common corner of Lot C, and Lot 1 of the aforesaid addition;

Thence: continuing with the northerly line of said Sleepy Hollow Road, and with the existing corporation line of the City of Parkersburg, and the southerly lines of Lots 1, 2, and 3, of the aforesaid addition, in an easterly direction, to the common corner of said Lot 3 and Lot D of the aforesaid addition;

Thence: crossing said Sleepy Hollow Road, at right angles, continuing with said existing corporation line, in a southerly direction, to a point on the southerly line of said Sleepy Hollow Road, and on the northerly line of Lot 6 of Newberry Subdivision No. 4, as shown in Plat Book 9, Page 35, recorded in the aforesaid clerk's office;

Thence: with the southerly line of Sleepy Hollow Road, and continuing with the said existing corporation line, and with a portion of the northerly lines of said Lot 6, and Lot 5, of the aforesaid Newberry subdivision No. 4, in a westerly direction, to the southwesterly corner of the said Lot 5;

Thence: leaving the said existing corporation line, and with the northerly lines of Newberry Drive, in a northwesterly direction, to the place of beginning, containing 0.206 acre more or less, as shown on the plat attached hereto and made part of this description.

Being the same portion of Sleepy Hollow Road vacated by the Wood County Commission, recorded in Deed Book 1178, Page 163, in the office of the clerk of the county commission of Wood County, West Virginia.

This description was prepared by Randy A. Sheppard, Professional Surveyor No. 860, and is based on instruments of record.

Parkersburg
Municipal Planning Commission March 18, 2016

A regular meeting of the Municipal Planning Commission was held on Friday, March 18, 2016 in the Executive Conference Room 2nd Floor, Parkersburg, West Virginia, at 12:30 with Mr. Charlie Matthews presiding.

Members Present:
Mr. Francis Angelos
Mrs. Sherry Dugan
Mr. Jim Greene
Mr. Tom Evans
Mr. Harold Stockwell
Mr. Sel Wigal
Mr. Eddie Staats
Mr. Eric Gumm
Mr. Luke Peters
Mrs. Sharon Lynch
Mr. Charlie Matthews

Members Absent:
Mr. Sean Andrews

Staff Present:
Mr. Rickie Yeager, Development Director
Mr. Sam Tuten, City Planner
Mrs. Tammy Bunner, Development Secretary

Others Present:
See attached list

Roll Call
Tammy Bunner noted the roll call with 11 voting members present. A quorum was present.

Minutes
Mr. Eddie Staats made a motion to approve the minutes from January 15, 2016. Mrs. Sherry Dugan seconded the motion. Motion passed (11-0-0).

President's Report

Mr. Matthews had nothing to report at this time.

Planning Administrator's Report

Mr. Yeager introduced the new City Planner, Samuel Tuten to the MPC members.

Mr. Yeager also mentioned that the order of the agenda will be as follows: starting with A, B and E is together, then D. C has been dismissed.

New Business

A. Proposed subdivision of City Tax Map 9, Parcel N into five parcels, with the most westerly lot, abutting City Tax Map 9, Parcel N1, requesting a 25 ft. street frontage variance and 4,860 sq. ft. lot size variance.

   Applicant: Wood County Habitat for Humanity

   Mr. Rickie Yeager presented the staff report.

   Mr. Matthews asked if there were any questions for the staff.

   Mrs. Sharon Lynch asked Mr. Yeager to explain exactly what was being asked of the members

   Mr. Rickie Yeager explained in more detail the item in question.

   The Public Hearing began at 12:40 p.m.

In Favor

Mr. Alvin Phillips of the Habitat for Humanity stated that Mr. Woodyard was asking for more access to his garage and was okay with the City moving forward with this.

In Opposition

Lori Rhodes of 706 Thomas Street is concerned as to the road and the drainage conditions. She stated that Thomas Street is a very narrow road and has concerns of the extra traffic.

Mrs. Rhodes also stated that the water pressure is low now and if more homes are built there will it cause the pressure to drop more.

Mrs. Rhodes asked if the City can widen the road to make it possible to pass vehicles with the extra traffic.

Mr. Rickie Yeager mentioned that the utility board was contacted and they did not see any issues with the water pressure.

Mr. Rob Tebay mentioned that a building permit would have to be filed with the City Engineer Dept. about the concerns.

Mr. L. B. Cunningham of 2407 7th Avenue stated that he has concerns of the property value and the traffic on 7th Avenue.

Mr. Jack Brown of 902 Hillcrest Street is concerned with the parking. He was told that buses would not be traveling that road but they do daily.

Mr. Rickie Yeager mentioned to Mr. Brown that he would need to talk with the School Board about the bus issues.

Mr. Jack Brown stated that the parking on 9th and Rayon is bad now and asked how the City will be addressing that.

Mr. Charlie Matthews stated that this application does not apply to 7th & Hillcrest.

Public Hearing closed at 12:50 p.m.

Mrs. Sharon Lynch had some questions about the drainage issues for Mr. Phillips.

Mr. Alvin Phillips stated that there is an easement in the middle of the lot to help with the drainage and the construction manager has looked at it and will do everything possible to make it right.

Mr. Eric Gumm asked what the size of the easement is.

Mr. Rickie Yeager stated 5 inches.

Mr. Gumm asked where the closest fire hydrant is located.

Mr. Jack Brown stated at the corner of 7th & Hughes.

Mrs. Sharon Lynch asked if a fire truck can go down the street now.

Mrs. Lori Rhodes stated yes, but that they can't turn around.

Mr. Sel Wigal asked if this could be tabled so that the MPC members can go out and look at this closer.

Mrs. Sharon Lynch agreed.

Mr. Alvin Phillips stated that he would encourage the MPC to move forward with this.

Mrs. Lori Rhodes stated that she would love for the MPC to look at the property before making a decision.

Mrs. Sharon Lynch made a motion to table this until the next MPC meeting so the members have a chance to look at the property. Mr. Jim Greene 2nd the motion. Motion failed (5-6-0).

Mr. Tom Evans made a motion to accept the proposed subdivision of City Tax Map 9, Parcel N into five parcels, with the most westerly lot, abutting City Map 9, Parcel N1, requesting a 25 ft. street frontage variance and 4,860 sq. ft. lot size variance contingent on the consideration of the neighbor's property within 12 months. Mrs. Sherry Dugan 2nd the motion. Motion failed (5-5-1).

B. Petition to annex Tygart District Tax Map 61, Parcel 65 in to the corporation limits of the City of Parkersburg.

E. Petition to zone proposed annexation of Tygart District Tax Map 61, Parcel 65, as a Residential (R-2) District.

Petitioner: Karen Jackson

Mr. Rickie Yeager presented the staff report.

Mr. Matthews asked if there were any questions for the staff.

Mrs. Sharon Lynch asked Mr. Yeager about the time when the Newberry's came and wanting to build a house in that area, where is this property in relation to that.

Mr. Rickie Yeager stated it is not in the City.

The Public Hearing began at 1:05 p.m.

In Favor

Mrs. Karen Jackson of 1305 Newberry Drive just wanted to say thank you to the MPC staff for considering this petition.

In Opposition

No one was in opposition.

Public Hearing closed at 1:10 p.m.

Mr. Eric Gumm made a motion to accept the petition to annex Tygart District Tax Map 61, Parcel 65 in to the corporation limits of the City of Parkersburg and also accept the petition to zone proposed annexation of Tygart District Tax Map 61, Parcel 65, as a Residential (R-2) District. Mrs. Sherry Lunch seconded the motion. Motion passed (11-0-0).

D. Proposed Major Subdivision for new Planned Neighborhood Development. Proposed preliminary plat for Edison Hill Subdivision, a new single-family and multifamily housing development, located on City Tax Map 6, Parcel 1.1.

   Applicant: MV Residential Development, LLC.

Mr. Rickie Yeager presented the staff report.

Mr. Matthews asked if there were any questions for the staff.

Mr. Luke Peters asked if there will be an access road.

Mr. Tom Evans stated that they had applied for a state road permit.

Mr. Eddie Staats asked if they will maintain a common area.

Mr. Rickie Yeager stated that the City doesn't do this, that the developer will.

The Public Hearing began at 1:20 p.m.

In Favor

Mr. Mike Dektas of Miller Valentine mentioned that they had just completed the Worthington Creek Apartments on Emerson Avenue and that the type of quality for the Edison Hill Subdivision would be the same.

Mr. Dektas stated that the cost of the project will be a 7 ½ million dollar investment. This facility will have an onsite manager. They will be available for "lease to own"

Mr. Dektas stated that the size of each will be as follows: single family – 1500 sq. ft. and the townhouses – 1350 sq. ft. The rent for these will be approx. $830.00 a month.

Mr. Richard Duffield of 616 Edgelawn Street asked what street this facility would come off of.

Mr. Dektas stated Rayon Drive.

Mr. Duffield mentioned that the traffic is really bad on Rayon Drive and asked if the City has addressed this.

Mr. Evans stated that the state did a survey on Rayon.

Mr. Rob Tebay mentioned that the state has plans to widen Route 14 which will help with the traffic.

Mr. Duffield asked if sidewalks will be put in once the road is widened.

Mrs. Lynch stated yes.

Mr. Duffield asked who would be maintaining the water ponds.

Mr. Paul Metzger of Miller Valentine stated that they will be maintaining the ponds.

Mr. Tebay stated that a storm water plan will go through engineering.

Mr. Duffield mentioned that 4 wheelers go behind the high school and if they go through the development, who will be responsible.

Mr. Tebay stated that the City will have jurisdiction.

Mr. Duffield mentioned that the water is very low and asked what type of pressure is going to be there.

Mr. Yeager stated that the utility board had no issues with the development.

Mrs. Betty Morris of 809 Hillcrest Street asked when the project would start and how long it will take to complete.

Mr. Dektas stated it will begin in the summer and be competed in the fall of 2017.

In Opposition

Mr. Tom Riddle of 9th Avenue asked if there were plans to connect any roads to Edgelawn Street.

Mr. Yeager stated no.

Mr. Riddle asked if the road would be parallel to Hillcrest Street.

Mr. Yeager stated yes.

Mr. Joe Belfiore Jr. of 813 Hillcrest Street mentioned that he believes this will be a major issue because two underground rivers are in his back yard

and since they have started surveying, it has resulted in a lot of mud and he is concerned about his foundation.

Mr. Belfiore Jr. also mentioned that the traffic was going to be horrible and that people will not get out on Rayon Drive. He believes the road should connect to Camden.

Mr. Jack Brown stated that the drainage is really bad.

Mr. Paul Metz mentioned that all of the water will be taking in by the ponds going in.

Mr. Mark Welch with Pickering & Assoc. stated the behind the housing units there will be a way that the water will be caught and go into a storm water pond and all the water will be taken care of. It will be addressed and believes it will help the water issue.

Mr. Spencer Kimble of Pickering & Assoc. mentioned that a single pond was addressed but they realized they needed two.

Mr. Belfiore Jr asked when this will be done.

Mr. Welch stated it will be the first thing to be completed before starting the construction of the housing units.

Mrs. Betty Morris of 809 Hillcrest Street asked if there would be an alley between her property and the Bosley property.

Mr. Yeager stated that there was not going to be an alley and the facility will set back 30 ft. from her property.

Mrs. Morris asked about a road.

Mr. Yeager stated there would not be a road either.

Public Hearing closed at 1:45 p.m.

Mr. Eric Gumm asked if they are opposed to having the ponds underground.

Mr. Welch mentioned that it would be a substantial increase in the price for that to happen.

Mr. Gumm asked if there are going to be fire hydrants.

Mr. Welch stated that it is detailed in the plans.

Mr. Harold Stockwell asked how many units there will be.

Mr. Dektas stated 30 units max. An average of 3 people per unit.

Mrs. Lynch asked if the units will be HUD approved.

Mr. Dektas stated no.

Mr. Gumm asked if they already have a final plat.

Mr. Yeager stated yes.

Mr. Tom Evans asked what the next step would be.

Mr. Yeager stated that the Development Dept. will review the staff issues and then come back to the MPC.

Mrs. Sherry Dugan made a motion to accept the proposed Major Subdivision for a new Planned Neighborhood Development. Proposed preliminary plat for Edison Hill Subdivision, a new single-family and multifamily housing development, located on City Tax Map 6, Parcel 1.1 contingent upon all the issues being addressed. Mrs. Sharon Lynch seconded the motion. Motion passed (10-0-1).

Old Business

Mr. Yeager addressed the members stating that the MPC portion of the 2015 Planning Development Staff Report needed to be approved.

Mrs. Lynch made a motion to approve the MPC portion of the 2015 Planning Development Staff Report. Mrs. Dugan seconded the motion. Motion passed (11-0-0).

Adjournment
The meeting adjourned at 1:55 p.m.

Respectfully submitted by:

Tammy Bunner
Development Secretary

→ [illegible] for R/W

Municipal Planning Commission

Petition for Annexation

CITY OF PARKERSBURG
ONE GOVERNMENT SQUARE
P.O. BOX 1627
PARKERSBURG, WV 26102

Public Record Document

General Instructions

If you desire to join our community, please complete the following form, and submit a Plat/Survey of the territory and a Meets & Bounds Description by a Certified Surveyor to the Planning Division. The City will provide a Plat based on existing instruments of record. In the State of West Virginia, territory can be annexed in to a municipality if qualified voters of said territory file a petition with the municipality. In the case of a new subdivision, a majority of qualified voters in the subdivision must file a petition.

PART ONE: APPLICANT/OWNER INFORMATION

Name: KAREN JACKSON

Street Address: 1305 NEWBERRY DR.

City: PARKERSBURG State: WV Zip Code: 26101

Telephone/Cell Number: 304-893-9283 304 615.0733 CELL #

Email:

PART TWO: GENERAL INFORMATION

Street Address of Subject Property(s): SLEEPY HOLLOW RD. Tygart District

Tax Map: 61 Parcel(s): 65

Current Land Uses of Subject Property:

Commercial ☐ Residential (S-F)) ☒ Multifamily ☐ Industrial ☐ Recreation ☐

Additional Description: ABANDONED RD. SINCE 1970'S

Number of people that currently reside in area to be annexed:

Number of Single-Family Units: 1 Number of Multifamily Unites:

Other existing structures: Total Structures:

Description of Topography (if applicable):

Condition of Streets and Sidewalks: Excellent ☐ Fair ☐ Poor ☐ Non existing ☒

PART THREE: PROPOSED LAND USE INFORMATION

Proposed Land Use Description: ADDITIONAL LAWN SPACE AND SECURITY FOR NEWBERRY PROPERTY

Proposed Zoning Classification: R-2

And where applicable the proposed:

- ⇨ Number of single-family units: N/A
- ⇨ Number of multifamily units: N/A
- ⇨ Type of businesses: N/A
- ⇨ Type of industry: N/A

Utilities:

Water	Current: ✓	Proposed:
Storm Sewer	Current:	Proposed:
Fire Protection	Current:	Proposed:
Police Protection	Current:	Proposed:
Solid Waste Collection	Current:	Proposed:

PART FOUR: REASON FOR ANNEXATION REQUEST

Please describe (in a few sentences) your desire to join the City of Parkersburg, West Virginia:

DESIRE SECURITY FOR NEWBERRY PROPERTY AS TO KEEP STANGERS OUT OF BACK LAWN

By signing below, the applicant agrees that he/she has read the informational brochure on annexation and has completed an application, and to the best of their knowledge the information reflected herein (including the Survey and Meets & Bounds Description) is correct.

Karen S. Jackson — 1-25-16

Applicant's Signature — Date

NOTE:

Under West Virginia State Code - Chapter 8, Article 6, Section 5, the City of Parkersburg shall be responsible for the cost of all annexation proceedings, except for the preparation of maps, surveys and legal descriptions.

Description of land to be annexed
Portion of Sleepy Hollow Road
Aka Sleepy Pine Drive

Situate in the District of Tygart, County of Wood, State of West Virginia, and being more particularly bounded and described as follows:

Beginning at the southwesterly corner of Lot C of Allotment No. 4 of Newberry Subdivision, as shown in Plat Book 9, Page 14, Recorded in the office of the clerk of the county commission of Wood County, West Virginia.

Thence: with the northerly line of Sleepy Hollow Road, aka Sleepy Pine Drive, and the southerly line of said Lot C, in an easterly direction, to the common corner of Lot C, and Lot 1 of the aforesaid addition;

Thence: continuing with the northerly line of said Sleepy Hollow Road, and with the existing corporation line of the City of Parkersburg, and the southerly lines of Lots 1, 2, and 3, of the aforesaid addition, in an easterly direction, to the common corner of said Lot 3 and Lot D of the aforesaid addition;

Thence: crossing said Sleepy Hollow Road, at right angles, continuing with said existing corporation line, in a southerly direction, to a point on the southerly line of said Sleepy Hollow Road, and on the northerly line of Lot 6 of Newberry Subdivision No. 4, as shown in Plat Book 9, Page 35, recorded in the aforesaid clerk's office;

Thence: with the southerly line of Sleepy Hollow Road, and continuing with the said existing corporation line, and with a portion of the northerly lines of said Lot 6, and Lot 5, of the aforesaid Newberry subdivision No. 4, in a westerly direction, to the southwesterly corner of the said Lot 5;

Thence: leaving the said existing corporation line, and with the northerly lines of Newberry Drive, in a northwesterly direction, to the place of beginning, containing 0.206 acre more or less, as shown on the plat attached hereto and made part of this description.

Being the same portion of Sleepy Hollow Road vacated by the Wood County Commission, recorded in Deed Book 1178, Page 163, in the office of the clerk of the county commission of Wood County, West Virginia.

This description was prepared by Randy A. Sheppard, Professional Surveyor No. 860, and is based on instruments of record.

RESOLUTION

AMENDING SECTION IX SUBPART A OF THE RULES AND REGUALTIONS FOR PARKERSBURG CITY PARKS

Be It Resolved by the Council of the City of Parkersburg that the restriction contained in Section IX. Subpart A of the Rules and Regulations for the Parkersburg City Parks be amended by temporarily lifting said restriction to allow the possession and consumption of wine and beer within:

- Bicentennial Park on June 3 and 4, 2016, for the Taste of Parkersburg Festival sponsored by Downtown PKB;
- Point Park on June 3, 2016, July 1, 2016, August 5, 2016 and September 2, 2016 for the Point Park Concert Series sponsored by Downtown PKB;
- Bicentennial Park on September 17, 2016 for the Downtown Throwdown sponsored by Downtown PKB; and
- Point Park on October 15, 2016 for the Chili Cook Off sponsored by the Chamber of Commerce of the Mid-Ohio Valley.

Sponsored by Councilmen: Bigley, Carpenter, Coram, Lynch and Reed

RESOLUTION CREATING AND ESTABLISHING
THE CITY OF PARKERSBURG OPEB TRUST

Whereas the City of Parkersburg recognizes that it may have the obligation to address certain post employment benefits (OPEB) obligations at the present time; and

Whereas the City desires to maintain a fund to cover such OPEB obligations

Now Therefore Be It Resolved By The Council of The City of Parkersburg that there be and it is hereby created and established the City of Parkersburg Other Post Employment Benefits (OPEB) Trust Fund.

Be It Further Resolved that any such funds as may be or have been earmarked or designated by the City Council as OPEB obligations be accounted for and maintained in said OPEB Trust Fund until otherwise appropriated and removed therefrom by official action of City Council.

Sponsored By Councilmen:

AN ORDINANCE VACATING AN UNNAMED 10 FOOT ALLEY LYING WEST OF FOURTH STREET AND RUNNING FROM AVERY STREET TO PHILLIPS COURT ALLEY, AND LOCATED ON PARKERSBURG CITY TAX MAP 95 (NORTH).

The Municipal Planning Commission of the City of Parkersburg has recommended that an Unnamed 10 Foot Alley lying west of Fourth Street and running from Avery Street to Phillips Court Alley be vacated;

WHEREAS, the City believes it proper to do so and,

WHEREAS, that the following described property is hereby vacated and closed as a public thoroughfare.

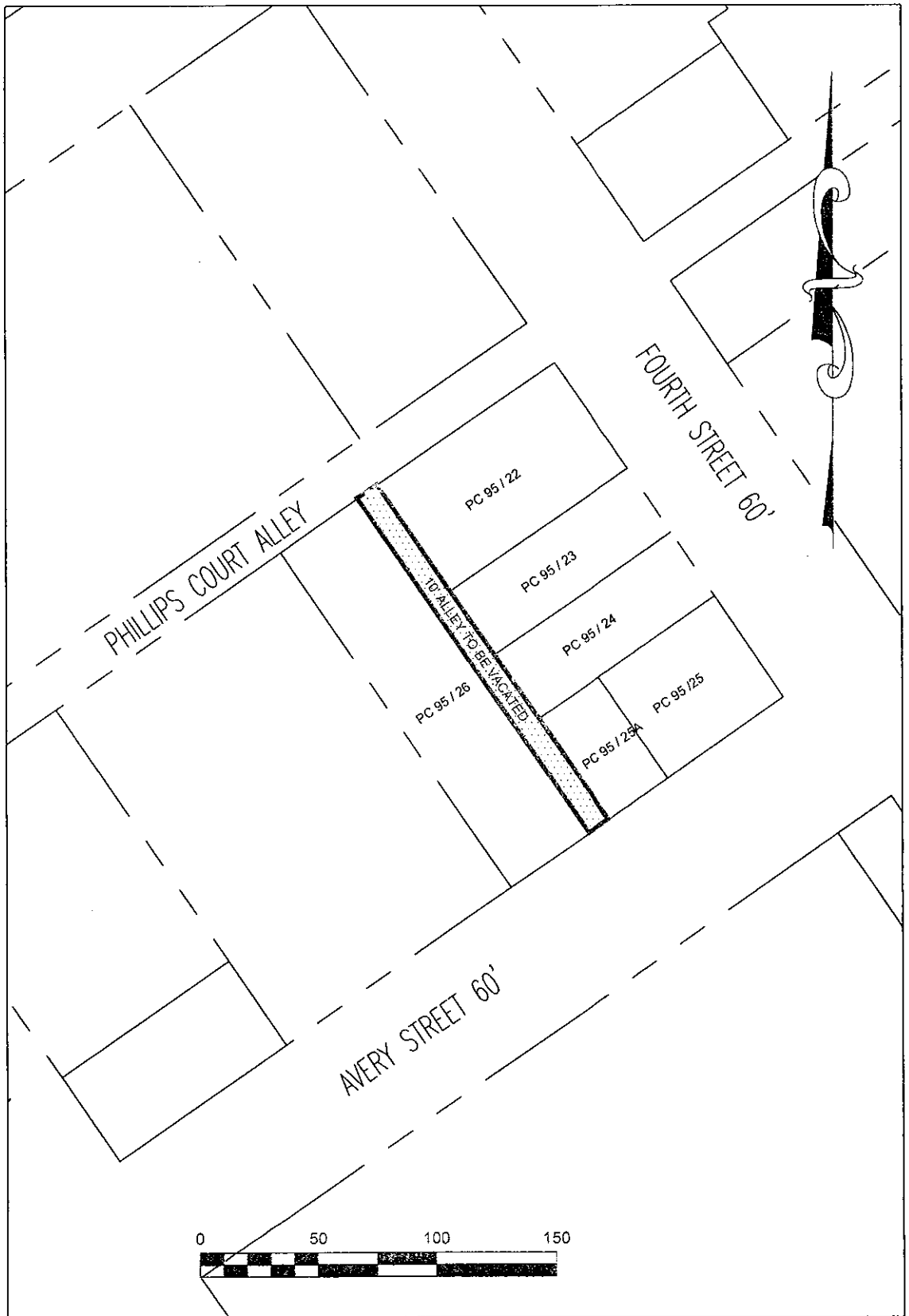
Situate in the City of Parkersburg, County of Wood, State of West Virginia, and being more particularly described as follows:

Beginning on the northerly right of way line of Avery Street, at the southeasterly corner of Parkersburg Corporation tax map 95, parcel 26, as conveyed to Albright's of Belpre, Inc. (deed book 1034, page 504), thence with the easterly line of said Albright's in a northwesterly direction to the northeasterly corner of the said Albright's parcel, thence with the southerly right of way line of Phillips Court Alley in a northeasterly direction, 10 feet more or less, to the northwesterly corner of Parkersburg Corporation tax map 95, parcel 22, as conveyed to Charles F. Erickson Foundation (deed book 969, page 725); thence with the westerly lines of Parkersburg Corporation tax map 95, parcels 22, 23, 24, and 25A, all conveyed to Charles F. Erickson Foundation (deed book 969, page 725), in a southeasterly direction to the southwesterly corner of the aforesaid parcel 25A; thence with the northerly right of way line of Avery Street, in a southwesterly direction, 10 feet more or less to the place of beginning.

This description was prepared by Randy A. Sheppard, Professional Surveyor No. 860, and is based on instruments of record. Reference is being made to a plat attached hereto and made part of this description.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS that the City shall retain a permanent easement for the benefit of the City of Parkersburg, the Parkersburg Utility Board, and all other public utility companies, for ingress and egress over, along and under said portion of right-of-way for the installation, maintenance, location, relocation and removal of public utilities of any kind.

SPONSORED BY: MUNICIPAL PLANNING COMMISSION



SCALE = 1 INCH = 50 FEET		CITY OF PARKERSBURG.W.V.
DATE: 10/22/15		DEPARTMENT OF PUBLIC WORKS
DRAWN BY: R.S.		DIVISION OF ENGINEERING
CHECKED BY:		PLAT OF A 10' ALLEY TO BE VACATED
MAP P.C. 95		

Z:\SC\WORK\VAC ALLEYS\AVERY-FOURTH.dwg

AN ORDINANCE AMENDING AND RE-ENACTING
THE CITY OF PARKERSBURG PERSONNEL POLICIES
AND PROCEDURE MANUAL CONCERNING
RETURN TO WORK

THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS that the Return to Work Program of the Personnel Policies and Procedures Manual, be and are hereby amended as attached:

NOTE – old policy attached for comparison

Sponsored by Personnel Committee

SUBJECT
RETURN-TO-WORK PROGRAM

EFFECTIVE DATE	REPLACES	PAGE
To be determined	08/21/2007	1 of 4

I. STATEMENT OF POLICY

The City of Parkersburg is committed to providing a safe and healthy workplace for our employees. Preventing injuries and illnesses is our primary objective. The City is committed to returning employees to modified or alternative work as soon after a work-related injury as possible. This will be done by temporarily modifying the employee's job or providing the employee with alternative work where available. The employee's medical condition, along with any limitations or restrictions given by the treating physician, will be considered as a priority when identifying any modified /alternate position.

II. PURPOSE

This program is intended to provide employees where possible with an opportunity to continue as valuable members of our team while recovering from a work-related injury. The goal is to minimize any adverse effects of an on-the-job injury to any employee and return the injured employee to their original position. This program is intended to benefit an injured employee by promoting a speedy recovery while keeping their work patterns and income consistent. The City shares in the benefits by having employees retain work skills, thus contributing to the overall productivity of the City.

II. ELIGIBILITY:

This policy applies to all employees of the City of Parkersburg who are injured on the job.

III. PROGRAM PROVISIONS:

A. Notice of Modified or Alternate Work

When an employee has been injured on the job, they should immediately seek treatment. During this treatment, the employee will provide the treating physician (or their staff) with information that the City of Parkersburg has a return-to-work program and that modified or alternate work is a possible option, if needed and available, based on any restrictions that the physician determines to be necessary. Information about the City having a return-to-

work program is on the On-The-Job Injury Card that every employee has been given.

B. Responsibilities

1. The Personnel Director:
   - Work with the employee, treating physician and the Department Head, to coordinate the return to work efforts and develop the modified/alternate work duties where available.
   - Monitor and discuss the recovery progress with the employee and the medical provider, as needed, to determine how they are progressing, when and if any additional duties can be added to the modified or alternate position, and when and if the employee can be returned to their usual and customary position. Update Department Head and address any concerns.

2. The Department Head:
   - Work with the employee, treating physician and Personnel Director to develop the modified/alternate work duties.
   - Ensure that the injured employee receives any necessary and available assistance from co-workers.
   - Monitor that the employee does not work outside of their restrictions.

3. The Injured Employee:
   - Inform the treating physician that the injury is an on-the-job injury when first receiving treatment.
   - Supply the treating physician with their on-the-job injury card with contact information for the return-to-work program.
   - Assist the Department Head, Personnel Director and treating physician in developing the modified/alternate duties.
   - Work only within the physical limitations that the treating physician has specified.
   - Notify the Department Head in advance of any medical appointments related to the injury. (Sick leave may be used for medical appointments associated with an on-the-job injury and will not be counted as an absence provided it was noted on the employee's timesheet.)
   - Attend any additional medical appointments related to the injury.
   - Notify the Department Head & Personnel Director anytime their restrictions change.

C. Modified or Alternate Positions

1. All modified or alternative positions are considered "transitional positions" and are designed to help the injured employee return to their usual and customary duties as soon as possible.

2. The injured employee will be expected to keep regular medical appointments with their treating physician to help monitor the progress of their recovery.

3. The Personnel Director will discuss the recovery progress with the employee and the medical provider, as needed, to determine how they are progressing, when and if any additional duties can be added to the modified or alternate position, and when and if the employee can be returned to their usual and customary position.

4. If the employee is not able to return to their usual and customary duties within thirty (30) calendar days, a complete re-evaluation of the situation may be made in cooperation with the treating physician and the employee.

5. Additional time in the modified or alternate position may be approved as long as progress is being made toward the goal of returning to work with no limitations.

6. If an employee should reach maximum medical improvement and is still unable to return to their usual and customary position:
    - The employee will be offered any available position, for which they are qualified, that complies with their limitations, or
    - If no position is available, the employee will need to pursue Vocational Rehabilitation through Workers Compensation.

7. An employee may work a maximum of 40 hours per week while in a modified or alternate position.

8. An employee in a modified or alternate position is not eligible to work any overtime. Any exception to this would require the approval of the Department Head, the Personnel Director and the Mayor and may only be granted in exigent circumstances.

D. The City of Parkersburg will make every effort to provide employees with work-related injury modified or alternate duties. However, there may be some situations where the restrictions are too severe for the City to accommodate or modified or alternative duties are not available. In such cases, the employee will remain off work and receive any eligible benefits through the Workers Compensation system until such a time as their restrictions change and can be accommodated.

E. Non-Work related injuries are not covered under this program. Non-work related injuries will be handled on a case-by-case basis based on the needs of the department. If an accommodation is made for a non-work related injury, the accommodation will be on a temporary basis (re-evaluated every 30 days based on the department's needs and the employee's restrictions &

progress). The employee will not be permitted to work any overtime while on modified or alternate duties.

AN ORDINANCE ESTABLISHING MONTHLY PARKING RATES FOR THE CITY OF PARKERSBURG LOTS AT THE CORNER OF 3RD STREET AND PHILLIPS COURT ALLEY AND 7TH AND JULIANNA STREETS AND METERED PARKING ON 2ND STREET

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARKERSBURG lots at the corner of 3rd Street and Phillips Court Alley and 7th and Julianna Streets where said lots or portions of said lots are utilized for monthly parking shall be at the following rates:

Monthly Parking
$40,00 per space per month

Be It Further Ordained that Section 353.15(d) of the Codified Ordinances of the City of Parkersburg be and it is hereby amended as follows:

2nd Street – 10 hour limit
Avery Street to Ann Street
1 hour for .50

ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARKERSBURG as follows:

Registration of vehicles of new residents.

(a) Every owner of a motor vehicle, trailer or other vehicle, shall, within thirty (30) days after taking up residence in the state, apply to the division of motor vehicles and obtain registration and title for the vehicle.

(b) For the purposes of this section there is a rebuttable presumption that a natural person is a resident of this state if any of the following elements exist including, but not limited to:

(1) The person is registered to vote in this state.

(2) The person enrolls the person's child to be educated in a public elementary or secondary school in this state.

(3) The person is receiving public assistance from this state.

(4) The person resides or has continuously remained in this state for a period exceeding thirty (30) days except for infrequent or brief absences.

(5) The person has accepted employment or engages in any trade, profession, or occupation within this state, except that this does not include a person who is commuting from the person's residence in another state or whose employment is seasonal or temporary, not exceeding ninety (90) days.

(6) The person has filed for a homestead tax exemption on property in this state.

"Resident" does not include a person who is attending a college, university or other educational institution in this state, if the person has a domicile in another state and has a valid operator's license and vehicle registration issued by the state of domicile.

"Resident" also does not include members of the armed forces that are stationed in West Virginia providing that their vehicles are properly registered in their state of residence or a member of the armed forces stationed in another state or country providing that their vehicles are properly registered in that state or country.

A corporation, association, partnership, company or firm whose principal place of business is located within this state is a resident of this state.

The provisions of this section shall not apply to vehicles registered under proportional registration agreement.

(7) Any person who violates the provisions of this section shall be fined not more than five-hundred dollars ($500.00).

SPONSORED BY COUNCILMEN:

This section tracks state law. At present the City has no Ordinance covering this and therefore all citations issued by City Police have to be handled through Magistrate Court. This will simply allow Police to cite offenders in the City Court.

ORDINANCE AUTHORIZING THE FINANCE
DIRECTOR TO CONDUCT AN AUCTION
MAY 7, 2016

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Finance Director of the City of Parkersburg be and is hereby authorized to conduct a public auction sale on Saturday, May 7, 2016, of personal property belonging to the City of Parkersburg, in accordance with and pursuant to Article 135.08 of the Codified Ordinances of the City of Parkersburg.

Sponsored by Councilmen Rockhold, Reed, Lynch

AUCTION TO BE HELD MAY 7, 2016 AT THE CENTRAL GARAGE ON 24TH STREET

AUCTION ITEMS

1-1978 BUCYRUS-ERIC DYNAHOE

1 1996 GMC DISTRIBUTOR TOPKICK DUMP TRUCK

1-1997 GMC 7500 SERIES POTHOLE PATCHER

2- 2X4 FLUORESCENT LIGHT FIXTURES 9FITS IN DROP CEILING)

1-WATER FOUNTAIN

1 SET RUNNING BOARDS- FOR 2005 FORD 550

2- LIGHT BARS (ESTIMATED SIZE -4FT LONG)

1-CRAFTSMAN 19.2 VOLT DRILL SET (NO BATTERIES)

1-MILWAUKEE 18 VOLT RECIPROCATING SAW (NO BATTERIES)

1-TOOL BOX (20W X 8D X16H)

1-2000 VOLVO PACKER TK IN 2-PIECES

1-1993 GMC DUMP TK

1-2000 ELGIN SWEEPER

1-1995 GMC DUMP TRUCK

1-1995 GMC 1-TON DUMP TRUCK

8-4DRAWER VERTICAL LETTER FILE CABINET

1-ROLLING 1 DRAWER VERTICAL LETTER FILE CABINET

1-8.5"W X 6"H X 13"D METAL FILE BOX

2- 2006 FORD E450 TYPE III AMBULANCE

2- FIRE PUMPS

3- 1992 Cross Trailers

3 -1991 Cross Trailers

1 –CANNON IMAGE RUNNER 330S

1 –GENI COM 5000 SERIES

1 -1000 LPM PRINTER

1 –HP LASER JET 9000