

AGENDA FOR AN URBAN RENEWAL AUTHORITY MEETING
FOR TUESDAY, JULY 14, 2015, 5:45 PM
COUNCIL CHAMBERS, 2ND FLOOR, MUNICIPAL BUILDING

- I. CALL TO ORDER – Councilman Mike Reynolds, Chairman
- II. ROLL CALL
- III. MINUTES – meeting held June 16, 2015
- IV. NEW BUSINESS
 1. Discussion concerning the resolution allocating \$170,326.00 from the HOME fund to Habitat for Humanity, on Council agenda this evening.
 2. Update on \$500,000.00 demolition loan.
 3. Update on buildings to be demolished.
- V. ADJOURNMENT

The Council of the City of Parkersburg, acting in their legal capacity as the Urban Renewal Authority of the City of Parkersburg met Tuesday, June 16, 2015 at 8:15 PM in the Council Chambers on the second floor of the Municipal Building at One Government Square, Parkersburg, WV 26101.

The meeting was called to order by Chairman Mike Reynolds, who presided over the meeting. The Clerk noted the attendance and those present included Councilmen Nancy Wilcox, Sharon Lynch, Roger Brown, Kim Coram, John Rockhold, Jim Reed, JR Carpenter, and Mike Reynolds. Councilman Aaron Read was absent on military duty.

MINUTES – Mr. Reed moved, seconded by Mr. Rockhold, to approve the minutes from the meetings held April 14, 2015 and April 22, 2015, and the motion was adopted by unanimous vote.

REAL ESTATE CONTRACT –

The Authority was given a copy of a Reciprocal Real Estate Sales Contract between the Urban Renewal Authority and Mr. Clyde G. Way which will exchange Map 76 parcel 233, owned by the City, and Map 80 parcel 125, owned by Mr. Way, as prepared by Assistant City Attorney, Rob Tebay.

RECIPROCAL REAL ESTATE SALES CONTRACT

AGREEMENT, Made this 8th day of May, 2015, by and between, THE URBAN RENEWAL AUTHORITY OF THE CITY OF PARKERSBURG, a public corporation, herein after known as "URA", and,

CLYDE G. WAY, hereinafter known as "Way",

WHEREAS, the URA is the owner of certain real estate situated in the City of Parkersburg West Virginia designated on the tax maps of said City as Map 76 parcel 233, which real estate is to be conveyed to the URA by the City of Parkersburg under an Ordinance duly passed on _____ and

WHEREAS, Way is the owner of certain real estate situated in the City of Parkersburg West Virginia designated on the tax maps of said City as Map 80 parcel 125, which real estate is adjacent to Quincy Park and on 10th Street, and

WHEREAS, the URA and Way anticipate that the portion of 10th Street running in an easterly direction from Avery Street, will be duly closed by Ordinance, which closure could result in residuary rights of access to Way, and

WHEREAS, it is anticipated that the closed portion of 10th Street will be ultimately transferred to the City of Parkersburg as part of Quincy Park .

WITNESSETH:

That the URA agrees to transfer, trade and convey the real estate designated as Map 76 parcel 233 to Way, with covenants of Special Warranty, and Way agrees to transfer, trade and convey the real estate designated as Map 80 parcel 233 to the URA, together with all residual rights to access in 10th Street as may be asserted by Way with covenants of General Warranty, upon the terms as hereinafter set forth:

Each premises is sold subject to the following:

1. All rights of way, easements, reservations and restrictions of record.
2. "As is" condition. Each party assumes all responsibility for the physical condition of each premises, and hereby stipulates that he has had an adequate opportunity to conduct inspections of the premises as to those conditions which may hereafter be known or discovered by either party. Accordingly, each party hereby waives any cause of action he may have or have had against the other arising from the present condition of the premises.
3. Each party shall be responsible for the payment of 20 15 real estate taxes that may assessed against each of the premises without pro-ration.
4. Each party shall, following the approval of this agreement by the URA, execute and deliver to the other a deed with covenants as set forth above, which deed shall be duly executed by each at the Seller's expense, in proper form for recording, so as to convey the title in the said premises.
5. Each party recognizes that the closure of the easterly part of 10th Street is subject to the passage of an Ordinance by the City Council of the City of Parkersburg.

Possession of the premises will be given and taken upon closing.

The provisions herein bind the executors, heirs, administrators, successors and assigns of the respective parties.

This contract shall be interpreted according to the laws of the State of West Virginia, and shall be binding and inure to the benefit of the parties hereto their successors and assigns.

WITNESS, the following signatures and seals. URBAN RENEWAL AUTHORITY OF THE CITY OF PARKERSBURG

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 12275-13

This instrument prepared by: Robert K. Tebay, III, Assistant City Attorney, Attorney at Law Parkersburg, WV 26101

Ms. Wilcox asked if we just receive and file this contract, and Assistant City Attorney, Rob Tebay, said he thought the Authority approved him to prepare an agreement. Mr. Way signed it and we are waiting for permission for Chairman Reynolds to sign. After that, we will make a proposal to the Municipal Planning Commission to abandon 10th Street, a 40' right of way.

MOTION – Ms. Wilcox moved, seconded by Ms. Lynch, to authorize Chairman Mike Reynolds to sign the sales contract.

Acting Mayor, Joe Santer, said that Mr. Way would be getting the bottom left property and the City would get the upper right property. Mr. Way was willing to allow a restriction that the 10' of the property would be maintained as a green space and not for the building, discussed in previous meetings, but prior to his offer for the exchange.

Mr. Way stated that there was no agreement with any deed restriction. Development Director, Rickie Yeager, said there will be a 5' set-back. Mr. Carpenter stated that if we had discussed the 10', it needs to be in the agreement. Mr. Santer said there would be the 20' from 10th Street, plus 5' as a minimum, and he was in favor of it. This gives us the best protection with a park-like area and the City gains more.

Mr. Tebay stated that the agreement says that Mr. Way gives away his rights if we do not close the street.

VOTE – the motion failed with Mr. Brown, Ms. Coram, Mr. Carpenter, and Mr. Reynolds voting “no”; and Ms. Wilcox, Ms. Lynch, Mr. Rockhold, and Mr. Reed voting “yes”.

Councilman Brown asked to renew his vote.

MOTION – Mr. Rockhold moved, seconded by Mr. Reed, to suspend the rules to allow Mr. Brown to renew his vote, and the motion was adopted with all members voting “yes” with the exception of Ms. Coram, Mr. Carpenter, and Mr. Reynolds, who voted “no”.

VOTE to authorize Mr. Reynolds to sign the contract – the motion was adopted by majority vote with all members voting “yes” with the exception of Ms. Coram, Mr. Carpenter, and Mr. Reynolds, who voted “no”.

The meeting adjourned at 8:30 PM.

Anna Springer
City Clerk

Chairman, URA