

AGENDA FOR PARKERSBURG CITY COUNCIL,
TUESDAY, DECEMBER 18, 2018, 7:30 PM
SECOND FLOOR, COUNCIL CHAMBERS
MUNICIPAL BUILDING

- I. CALL TO ORDER – Council President, John Reed
- II. ROLL CALL
- III. MINUTES – (none)
- IV. REPORTS FROM STANDING OR SPECIAL COMMITTEES
 - A. Election for President of City Council for 2019
 - B. Election for Vice President of City Council for 2019
- V. MESSAGE FROM THE EXECUTIVE
- VI. PUBLIC FORUM
- VII. CITY COUNCIL FORUM
- VIII. RESOLUTIONS
 1. Resolution applying to the Wood County Commission for permission to annex 18 properties in the 19th Avenue, 20th Avenue, Willoughby Drive area. (Sponsored by the Municipal Planning Commission)
 2. Resolution authorizing Mayor Tom Joyce to enter into an agreement with the WV Development Office providing for a Land and Water Conservation grant for a total of \$200,000.00 to construct an accessible playground adjacent to Juleps Playground at City Park. City to provide \$100,000.00 match. (Sponsored by Councilmen Fox, Barber, Kuhl, Mercer, Carpenter, McCrady and Reed.)
 3. Resolution authorizing the City of Parkersburg to participate in the Domino's Paving for Pizza Project. (Sponsored by Councilmen McCrady, Carpenter, and Kuhl)
 4. Resolution authorizing the City of Parkersburg to refinance the existing note for the Riverfront Park Project, saving approximately \$126,419.00 in loan payments. (Sponsored by Councilmen Reynolds, McCrady, Mercer, Reed, and Barber)
 5. Resolution authorizing the City's divestiture of the Memorial Toll Bridge. (Sponsored by Councilmen Reed, Mercer, Kuhl, Reynolds, McCrady, and Barber)
- IX. ADJOURNMENT **Meetings in January are January 8th and 22nd, 2019**

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 63, Parcels 8, 9, 9A, 9B, 10, 11, 11A, 13, 14, 23, 39, 40, 41, 42, 43, 49, 62 and 64A in the Fletcher Heights Redivision No. 2 of W A Fletcher Addition; and

WHEREAS, the owners (Tom Gurtis, James and Jamie Karcher, David and Susan Akers, Teresa Cutlip, Lawrence and Lyndall Hasbargen, Katrina Ware Mary Cales, Mary Osborne, Jason Ware, Patricia Miller, Jeannie Holliday, Robert and Sharon Williams, Emma Whytsell, Carla Reynolds, Randall Roton, Richard and Patricia Cooper) of the aforementioned real estate filed a petition to annex their respective property into the corporation limits of the City of Parkersburg and therefore do not object to this annexation; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the City of Parkersburg, by and through its 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 annexation of said property described above also includes Ella Street, also known as Willoughby Drive, from the southerly right-of-way of 19th Avenue in a southerly direction to the northerly right-of-way of 20th Avenue, and 20th Avenue from the easterly right-of-way of Earl Street in an easterly direction to its terminus, and Willoughby Drive from the southerly right-of-way of 20th Avenue in a southerly direction to the corporation limits.

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

SPONSORED BY: Municipal Planning Commission

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EXHIBIT A

The territory proposed to be annexed is located in the Magisterial District of **Tygart District, Wood County, West Virginia**, more particularly described as follows:

TRACT ONE

Beginning at a point on the existing corporation line of the City of Parkersburg, said point being at the southwesterly intersection of 19th and 20th Avenues, said point also being the northeasterly corner of Lot 11 of Fletcher Heights Redivision No. 2 of W.A. Fletcher Addition, as shown in Plat Book 11, Page 55, recorded in the office of the Clerk of the County Commission of Wood County, West Virginia; thence leaving the existing corporation line, and with the westerly line of 20th Avenue, in a southerly direction to the southeasterly corner of said Lot 11; thence with the southerly line of said lot 11, in a westerly direction, to the southwesterly corner of said Lot 11; thence with the easterly line of Lot 14, of the aforesaid addition, in a southerly direction, to the southeasterly corner of said Lot 14; thence with the easterly line of Lot 23, of the aforesaid addition, in a southeasterly direction, to the southeasterly corner of said Lot 23; thence with the said existing corporation line the following three courses, and the southerly line of said Lot 23 and its extension, in a southwesterly direction, crossing Willoughby Drive, to a point on the easterly line of Lot 43, of the aforesaid addition; thence with the westerly line of said Willoughby Drive, in a southeasterly direction, to the southeasterly corner of said Lot 43; thence with the southerly line of said Lot 43, in a southwesterly direction, to the southwesterly corner of said Lot 43; thence leaving the said existing corporation line and with the westerly line of said Lot 43, in a northwesterly direction, to the northwesterly corner of said Lot 43; thence with the easterly line of Lot 49 of the aforesaid addition, in a southwesterly direction, to the southeasterly corner of said Lot 49; thence with the said existing corporation line, and the northerly line of Willoughby Drive, in a northwesterly direction, to the southwesterly corner of said Lot 49; thence leaving the said existing corporation line, and the northerly line of Willoughby Drive, and with the westerly line of said Lot 49, in a northeasterly direction, to the northwesterly corner of said Lot 49; thence with the southerly line of Lot 40 of the aforesaid addition, in a northwesterly direction, to the southwesterly corner of said Lot 40; thence with the said existing corporation line the following five courses, and the southerly line of Lot 39 of the aforesaid addition, in a northwesterly direction, to the southwesterly corner of said Lot 39; thence with the westerly line of said Lot 39, in a northerly direction to the northwesterly corner of said Lot 39; thence with the northerly line of Lot 38 of the aforesaid addition, and the southerly line of 20th Avenue, in a northwesterly direction, to the intersecting point with the easterly line of Willoughby Drive; thence crossing 20th Avenue, in a northerly direction, to the southwesterly corner of Lot 5 of the aforesaid addition; thence with the southerly line of said Lot 5, and the northerly line of 20th Avenue, in a easterly direction, to the southeasterly corner of said Lot 5, thence leaving the said existing corporation line, continuing with the said northerly line of 20th Avenue, and with the southerly lines of the Lots 6 and 7, of the aforesaid addition, in an easterly direction, to the southeasterly corner of said Lot 7; thence leaving the northerly line of 20th Avenue, and with the westerly line of Lot 8 of the aforesaid addition in a northeasterly direction, to the northwesterly corner of said Lot 8; thence with the northerly line of said Lot 8, in a easterly direction, to the northeasterly corner of said Lot 8; thence with the easterly line of Lot 4 of the aforesaid addition and the westerly line of Ella Street (also known as Willoughby

Drive), in a northeasterly direction, to the intersecting point with the southerly line of 19th Avenue; thence with the southerly line of 19th Avenue, and the said existing corporation line, crossing said Ella Street, and with the northerly lines of Lots 9, 10, and 11 of the aforesaid addition, in a easterly direction to the place of beginning, containing 5.86 acres, more or less, as shown on the plat attached hereto and made part of this description.

TRACT TWO

Being all of Lot 62 of Fletcher Heights Redivision No. 2 of W.A. Fletcher Addition, as shown in Plat Book 11, Page 55, recorded in the office of the Clerk of the County Commission of Wood County, West Virginia, containing 0.32 acre, more or less, as shown on the plat attached hereto and made part of this description.

TRACT THREE

Being the westerly portion of Lot 64 of Fletcher Heights Redivision No. 2 of W. A. Fletcher Addition, as shown in Plat Book 11, Page 55, which was conveyed to David C. and Susan D. Akers, in Deed Book 688 Page 483 recorded in the office of the Clerk of the County Commission of Wood County, West Virginia, containing 0.54 acre, more or less, as shown on the plat attached hereto and made part of this description.

These descriptions were written by Randy A. Sheppard P.S. No. 860, and are based on instruments of record.

The territory proposed to be annexed is located in the Magisterial District of **Tygart District, Wood County, West Virginia**, more particularly described as follows:

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Street (also known as Willoughby Drive), in a northeasterly direction, to the intersecting point with the southerly line of 19th Avenue; thence with the southerly line of 19th Avenue, and the said existing corporation line, crossing said Ella Street, and with the northerly lines of Lots 9, 10, and 11 of the aforesaid addition, in a easterly direction to the place of beginning, containing 5.86 acres, more or less, as shown on the plat attached hereto and made part of this description.

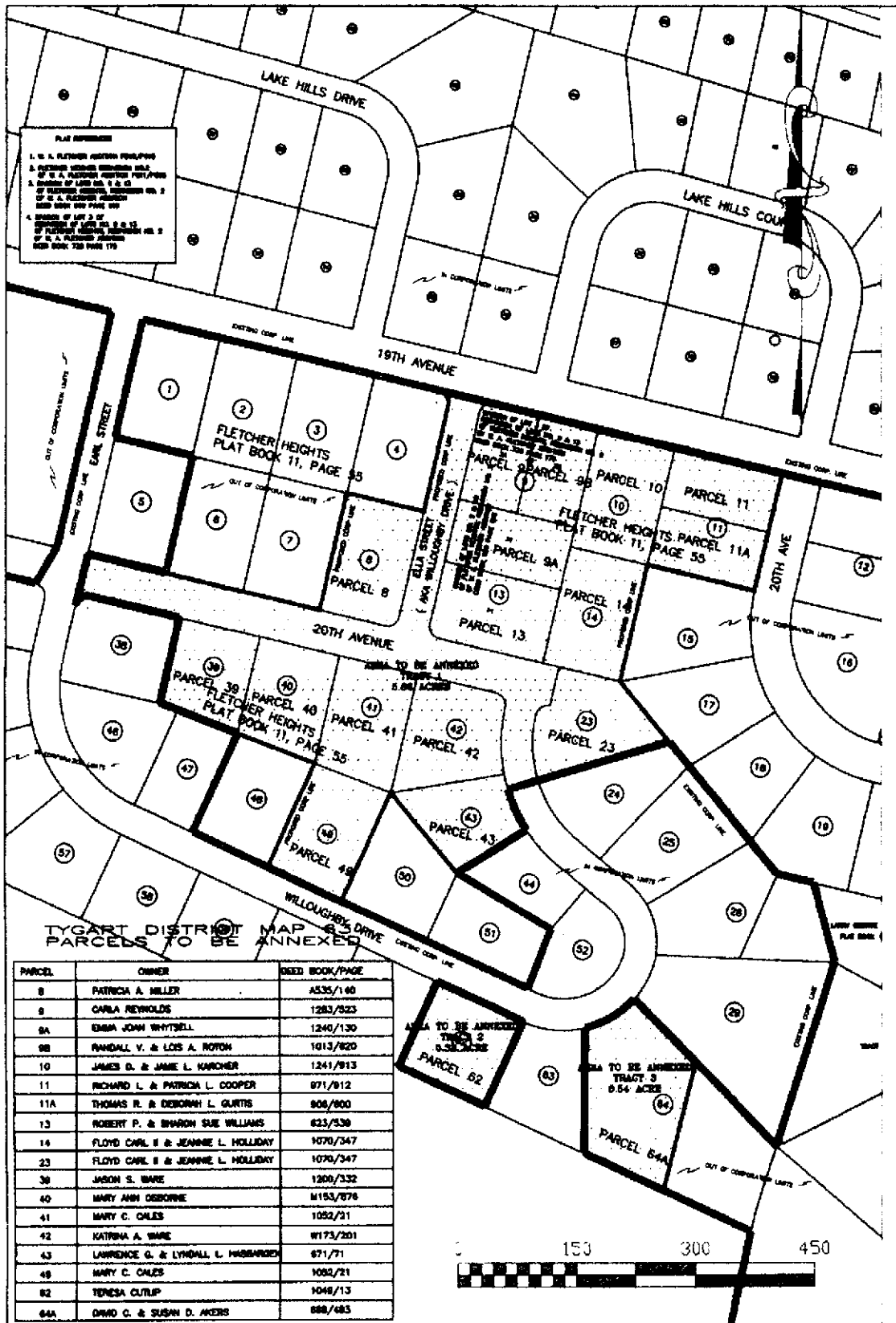
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PLAT REFERENCES

1. W. A. FLETCHER HEIGHTS DEVELOPMENT
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- 64A. W. A. FLETCHER HEIGHTS DEVELOPMENT
- 64B. W. A. FLETCHER HEIGHTS DEVELOPMENT

TYGART DISTRICT MAP 63
PARCELS TO BE ANNEXED

PARCEL	OWNER	DEED BOOK/PAGE
8	PATRICIA A. MILLER	A535/100
9	CARLA REVOLDS	1283/923
9A	EMMA JOAN WHITSELL	1240/130
9B	PANDAL V. & LOS A. ROTON	1013/820
10	JAMES D. & JAMIE L. KARCHER	1241/913
11	RICHARD L. & PATRICIA L. COOPER	871/812
11A	THOMAS R. & DEBORAH L. GURTS	806/800
13	ROBERT P. & SHARON SUE WILLIAMS	623/538
14	FLOYD CARL II & JEANNE L. HOLLIDAY	1070/347
23	FLOYD CARL II & JEANNE L. HOLLIDAY	1070/347
30	JASON S. WARE	1206/332
40	MARY ANN OSBORNE	M153/876
41	MARY C. CALES	1052/21
42	KATHINA A. WARE	W173/201
43	LAWRENCE G. & LYNDA L. HUBBARD	671/71
49	MARY C. CALES	1052/21
62	TENESA CUTUP	1048/113
64A	DAVID C. & SUSAN D. AKERS	888/683

SCALE = 1 INCH = 150 FEET

DATE: 10/25/18


DRAWN BY: R.S.

CHECKED BY: ---

TYGART DISTRICT MAP 63
PARCELS AS NOTED ABOVE
& ELLA STREET & P/O 20TH AVE.
& P/O WILLOUGHBY DRIVE

CITY OF PARKERSBURG, W.V.
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
PLAT OF PROPOSED ANNEXATION

RESOLUTION



BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that Mayor Tom Joyce be and is hereby authorized to enter into an agreement with the West Virginia Development Office, providing for the Land & Water Conservation Fund Grant Assistance in a total amount of \$200,000 with a local cash match share of \$100,000 to be used to construct an accessible playground at City Park adjacent to Juleps Playground.

BE IT FURTHER RESOLVED that the City of Parkersburg agrees to abide by all rules and regulations pertaining to the Land & Water Conservation Fund Program, and to operate and maintain the Park for public use under the requirements of the Land & Water Conservation Fund.

Sponsored by:

RESOLUTION AUTHORIZING THE CITY TO PARTICIPATE
IN THE DOMINO'S PAVING FOR PIZZA PROJECT

WHEREAS Domino's Pizza has initiated a campaign, Domino's Paving for Pizza, to assist certain communities to improve their road conditions by providing funds to fill potholes; and

WHEREAS the City of Parkersburg has been invited to participate in this said program.

NOW THEREFORE Be It Resolved By The Council Of The City Of Parkersburg that Mayor Tom Joyce be and he is hereby authorized to proceed with participation in the Domino's Paving For Pizza project and to sign on behalf of the City the Domino's "Paving for Pizza" Agreement attached hereto and made a part hereof.

Sponsored By Councilpersons

DOMINO'S "PAVING FOR PIZZA" AGREEMENT

As we have discussed, Domino's would like to engage with City of Parkersburg to improve road conditions by providing funds to fill potholes in accordance with the terms set forth below. Accordingly, the City and Crispin Porter & Bogusky LLC ("CPB"), as agent for Domino's Pizza LLC. ("Domino's"), agree as follows:

Funds: Domino's will provide to City funds in the amount of \$XXXX (the "Funds"), payable [Date] provided that this agreement has been fully executed by City and Domino's and further provided that City is in compliance with this agreement.

Use of Funds: City agrees to use the Funds solely for the purpose of filling potholes in the City. City agrees that the potholes will be filled no later than [Date]. City will provide CPB with the total number of potholes that will be filled using the Funds.

Materials/Usage: City agrees to film or photograph at least two (2) of the potholes before and after they are filled and provide the film/photographs (collectively, the "Images") to CPB for Domino's use. City agrees that Domino's may use the Images, may identify the City as an "official partner" of the Paving for Pizza Program and may indicate that Domino's provided the City with Funds to fill potholes in the City, in any and all media and materials, anywhere in the world, for any lawful purpose, including without limitation for purposes of advertising and trade, in perpetuity, in connection with Domino's "Paving for Pizza" campaign.

Messaging: Domino's agrees that messaging or other materials that reference the City and potholes and/or the Paving for Pizza Program (collectively, the "Materials"): (a) will not portray the City in a negative light, nor will the Materials suggest that the City has difficulty filling potholes or has an excessive number of potholes; and (b) will comply with brand protection or compliance guidelines provided by the City to CPB. Accordingly, Agency will provide the Materials to the City for its review so that the City may confirm that the Materials comply with this "Messaging" provision. City agrees that the City will respond to any Agency request for review of Materials within five (5) business days of receipt of the applicable Materials. If the City believes that any Materials do not comply with this "Messaging" provision, the City agrees to explain its reasons for this belief in writing and with specificity. If the City does not respond within five (5) business days of Agency's request for review, the applicable Materials will be deemed in compliance with this "Messaging" provision.

Representations and Warranties: The signatory to this agreement for the City represents and warrants that the signatory has the right, power and authority to enter into and bind City to the terms of this agreement.

Use of Domino's Name and Trademark: City agrees that City shall not use Domino's name or trademark in any public-facing materials unless City obtains Domino's written approval in each instance.

Release: City agrees that City shall have no claim to compensation or benefits (other than as specifically set forth herein) nor any claim arising out of or in connection with this agreement, including without limitation, any claim in connection with City's use of the Funds, the filling of the potholes, or the use of the Images and City's name.

Contingency: City understands and agrees this agreement has been fully executed by both parties, CPB/Domino's shall have the right, but not the obligation, to terminate this agreement, and in such event the terms of this agreement shall be deemed null and void and of no force or effect and neither party shall have any obligation to the other party.

Confidentiality: Unless otherwise required by law or legal process. City will not disclose the terms of this agreement to any third parties other than, on a confidential basis, to its business representatives and legal counsel or as required by law or court order.

ACCEPTED AND AGREED:

CITY of PARKERSBURG, WV

CRISPIN PORTER & BOGUSKY LLC as agent for Domino's
Pizza LLC.

By: _____
Tom Joyce

By: _____

Title: Mayor _____

Title: _____

Date: _____

Date: _____

RESOLUTION AUTHORIZING THE CITY OF PARKERSBURG TO PARTICIPATE IN THE HUD PUBLIC OFFERING AS PART OF THE SECTION 108 LOAN GUARANTEE ASSISTANCE PROGRAM TO REFINANCE THE EXISTING NOTE OR OTHER OBLIGATION IN THE ORIGINAL PRINCIPAL AMOUNT OF \$2,150,000, FOR THE RIVERFRONT PARK ENHANCEMENT PROJECT

WHEREAS, the City of Parkersburg, by Resolution adopted February 13, 2007, authorized an application seeking loan guarantee assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, from the United States Department of Housing and Urban Development (“HUD”), and did authorize its Mayor to execute the documents necessary to accomplish the transaction, and did accept HUD’s guarantee of Section 108 note number B-07-MC-54-0003 for the Riverfront Park Enhancement Project under a Section 108 Contract for Loan Guarantee Assistance dated June 9, 2008; and

WHEREAS, the assistance provided by HUD was the guarantee of a note in the original principal amount of \$2,150,000, plus interest thereon; and

WHEREAS, HUD has notified the City of Parkersburg that a public offering will occur in February 2019, and to participate, the City of Parkersburg must immediately notify HUD of its intention to refinance all or a portion of its existing Section 108 commitment through the public offering; and

WHEREAS, HUD may require, as a condition of participation in the public offering, that the City of Parkersburg execute documents related to the transaction, and whereas the City of Parkersburg has previously agreed to pay the City’s share, as determined by HUD, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates; and

WHEREAS, this expense of approximately \$5,690 can and shall be paid for with Community Development Block Grant (CDBG) Program funds; and

WHEREAS, it is economically sound and in the best interest of the City of Parkersburg to accept more favorable fixed rates of interest under the Section 108 Loan Guarantee program offered by HUD under the public offering; and

WHEREAS, said refinancing will save the City of Parkersburg approximately \$126,419 in loan payments; and

WHEREAS,

NOW THEREFORE BE IT RESOLVED BY the City Council of the City of Parkersburg], that Mayor Tom Joyce, or his duly authorized agent, shall notify HUD of the City of Parkersburg’s desires to participate in the February 2018 public offering by HUD through the loan guarantee assistance program under Section 108 of the Housing and Community Development Act of 1974, as amended, for the existing obligation (Note Number: B-07-MC-54-0003) in the original principal amount of \$2,150,000, and to refinance the original principal

amount of \$1,138,000 at such rates of interest that will be determined by HUD at the time of the public offering.

BE IT FURTHER RESOLVED HEREBY, Mayor Tom Joyce, or his duly authorized agent is authorized to execute the necessary documents as required by HUD to refinance the existing guaranteed Section 108 Note, and to execute such other documents, contracts, amendments and agreements with HUD, and to authorize payment of any required fees, as may be necessary to effectuate this refinancing transaction.

Sponsors:

RESOLUTION AUTHORIZING THE CITY'S
DIVESTITURE OF THE MEMORIAL TOLL BRIDGE

Whereas the City wishes to consider and pursue divesting itself of the Memorial Toll Bridge, including the rights of way and easements associated with the bridge; and

Whereas in order to proceed with this possibility the City is required to give notice of its intent to the West Virginia Department of Transportation, Division of Highways.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that , subject to Council's final consideration and approval of the matter, and in accord with West Virginia Code 17-17-35, the City of Parkersburg hereby states its intention to divest itself of the Memorial Toll Bridge.

Sponsored By Councilpersons