

AGENDA FOR PARKERSBURG CITY COUNCIL,  
TUESDAY, MARCH 14, 2017, 7:30 PM  
SECOND FLOOR, COUNCIL CHAMBERS  
MUNICIPAL BUILDING

- I. CALL TO ORDER – Council President, JR Carpenter
- II. ROLL CALL
- III. MINUTES – meeting held February 28, 2017
- IV. REPORTS FROM STANDING OR SPECIAL COMMITTEES
  - A. Youth Achievement Award presentation
- V. MESSAGE FROM THE EXECUTIVE
- VI. PUBLIC FORUM
- VII. **PUBLIC HEARING** – on the City of Parkersburg budget fiscal year 2017/2018
  
- VIII. RESOLUTION
  - 1. Resolution appointing Mr. Tom Farrah, 2020 Foley Avenue; Mr. Sean Smith, 13 Stonebrook Drive; and Mr. John Padden II, 14 Fairway Acres to The Municipal Building Commission for terms to expire March 14, 2022. (Sponsored by Councilmen Barber, Reed, Carpenter, Reynolds, McCrady, Mercer, and Kuhl)
  
- IX. ORDINANCE, FINAL READING:
  - 2. An ordinance vacating three alleys in the area of East Street, Mary Street, and Stephenson Street, as amended February 28, 2017, (Sheetz Project). (Sponsored by the Municipal Planning Commission.) (recommendation from MPC by vote 9-1-1.)
  
- X. ORDINANCE, FIRST READING:
  - 3. An ordinance recognizing equal opportunity in the areas of employment, public accommodations, and the sale, lease, rental and financing of housing accommodations for all persons without *REGARD* to race, religion, color, national origin, ancestry, sex, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity. (Sponsored by Councilmen Fox, Mercer, Barber, McCrady, and Carpenter.)

Page two  
Agenda March 14, 2017

4. An ordinance amending and re-enacting Article 151, Utility Board, of the Codified Ordinances of the City of Parkersburg. (Sponsored by Councilmen McCrady, Mercer, and Kuhl.)
  5. An ordinance providing for charges to be imposed for copies of City records and documents. (Sponsored by Councilmen McCrady, Mercer and Kuhl).
- XI. RESOLVE INTO THE COMMITTEE OF THE WHOLE and recess until Thursday, March 16, 2017 at 6:00 PM for public hearing on the Capital Improvement Plan; budget session to follow.

NOTE – Budget Thursday March 16, 2017, 6:00 PM with **PUBLIC HEARING** on the Capital Improvement Plan;

Budget March 21, 2017, 6:30 PM remaining departments, and finalize budget.

The Council of the City of Parkersburg met in regular session Tuesday, February 28, 2017 at 7:30 PM in the Council Chambers on the second floor of the Municipal Building at One Government Square, Parkersburg, and joined in the Lord's Prayer and Pledge of Allegiance prior to the beginning of the meeting.

The meeting was called to order by Council President, JR Carpenter, who presided over the meeting. The Clerk noted those members attending as Dave McCrady, Sharon Kuhl, Bob Mercer, Eric Barber, Mike Reynolds, John Reed, Zach Stanley, Jeff Fox, and JR Carpenter.

MINUTES – Ms. Kuhl moved, seconded by Mr. Reed, to approve the minutes from the meeting held February 14, 2017, as amended by adding the words "doggie comfort station" in place of "dog bowls" on page one of the minutes, and the motion was adopted by unanimous vote.

REPORTS FROM STANDING OR SPECIAL COMMITTEES – there were no reports.

MESSAGE FROM THE EXECUTIVE – Mayor Tom Joyce offered his budget and budget message for fiscal year 2017/2018. He said we have reviewed six full quarters of our revenues under Home Rule, and estimate B & O taxes to be \$8,350,000.00, and the 1% sales tax should be approximately \$5,400,000.00. He did say that our budget is approximately \$626,000.00 less than fiscal year 2016/2017, but we are still able to cover an increase in pensions. We have reduced spending of \$51,000.00 in supplies for the upcoming year, and also \$13,000.00 has been reduced for travel. A small carryover is expected.

MOTION – Mr. Reed moved, seconded by Ms. Kuhl, to receive, file and refer the budget to the Committee of the Whole, and the motion was adopted by unanimous vote.

The clerk presented a communication from Mayor Tom Joyce appointing Mr. Scot Heckert, 3300 ½ Camden Avenue, apartment 2, Parkersburg, WV to the Municipal Planning Commission for a term to expire February 28, 2020.

MOTION – Mr. Reed moved, seconded by Mr. Reynolds, to confirm the appointment, and the motion was adopted by unanimous vote.

The clerk presented a communication from Mayor Tom Joyce appointing ten members to the Bicycle Advisory Board.

MOTION – Mr. Reynolds moved, seconded by Mr. Stanley, to confirm the appointments, and the motion was adopted by unanimous vote.

PUBLIC FORUM – Mr. Alvin Phillips, Director of Habitat for Humanity, spoke to Council about the alley closures on the agenda this evening near Mary and Stephenson. Closing one of the alleys will take away access for two houses, and he is hopeful Council will amend the ordinance and not close that particular portion of the alley.

Ms. Carrie Adams told Council she was visiting the State Capitol last week, and saw Mayor Joyce and Councilman Barber, and took their picture. She presented them with pictures and said she was glad to see them during Municipal League Day at the Capitol.

Mr. Ben Shuman, executive director for the Boys and Girls Club on Mary Street, said they also were affected by the alley closures for the Sheetz project, and said that as long as Sheetz maintains access to the alley, they are in favor of the ordinance. In another matter, Mr. Shuman commended our public works department and/or utility board employees with taking care of a water problem that flooded their entire street.

Ms. Debbie Hendershot, 2809 Emerson Avenue, suggested that City Council look into Sobriety Point, which is a temporary housing/tent area west of the Fifth Street bridge.

Ms. Donna Helmick, 1218 Lynn Street, told Council that after March 11<sup>th</sup>, there will be a group get together to start cleaning up areas in their communities, from 2:00 PM – 4:00 PM, and would appreciate anyone wanting to help.

A spokesman from Sobriety Point, Calvin, told Council there are twelve (12) men at this location who are trying not to be a nuisance in our community, and who are trying to stay off drugs and alcohol.

Councilman Fox thanked Public Works Director, Everett Shears, for taking care of a drainage problem in his district, and invited everyone to attend a meeting on Sunday from 2:00 to 4:00 PM at First Christian Church to hear from Fairness WV and nondiscrimination.

Ms. Kuhl thanked Chief Martin for the department giving extra attention to speeding in the area of Unity Plaza.

#### RESOLUTION:

WHEREAS, strong families form the backbone of strong communities; and

WHEREAS, the City of Parkersburg considers the health and well-being of its children and youth to be a top priority;  
and

WHEREAS, the City of Parkersburg recognizes that public safety, economic development, fiscal stability, a strong workforce, and an educated citizenry all depend on the investments and efforts made to help families and children succeed;  
and

Castro & Holmes, Inc., Spencer, WV RE-Order No. 12275-13

WHEREAS, municipal leaders can play a decisive role by taking action on behalf of children, youth, and families; and

WHEREAS, the National League of Cities has developed a City Platform for Strengthening Families and Improving Outcomes for Children and Youth, which outlines the essential tasks necessary for sustained progress, including identifying needs and priorities, promoting effective city-school collaboration, encouraging and supporting youth voice and leadership, and measuring progress over time; and

WHEREAS, the National League of Cities' Institute for Youth, Education, and Families will support municipalities' adoption and implementation of the City Platform by providing information, examples from other cities and towns, access to national experts, and monitoring of progress on the Platform's action steps; and

WHEREAS, the City of Parkersburg is committed to implementing concrete action steps listed in the Platform which authorizes Mayor Tom Joyce to appoint a youth council; and

WHEREAS, the City of Parkersburg joins cities and towns across America in this nationwide initiative to promote family-and youth-friendly communities.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG, that the City adopts the National League's City Platform for Strengthening Families and Improving Outcomes for Children and Youth, and will seek to establish the essential infrastructure for a sustained community effort to achieve the Platform's objectives.

MOTION – Mr. Reynolds moved, seconded by Mr. Stanley, to adopt the resolution.

Mr. Kuhl acknowledged Michael Hess, local high school student, who brought this to Council's attention. He said he thought we needed this resolution to help bring all the cities together, including the Board of Education and private leaders, for more opportunities for youth.

VOTE – the motion was adopted by unanimous vote.

**RESOLUTION**

Be it resolved by the City Council of the City of Parkersburg that the City of Parkersburg's Community Development Block Grant (CDBG) Program Annual Action Plan and Budget for the years 2008, 2011, 2013, 2014, 2015 and 2016 be hereby amended as follows:

#	Activity	Current Budget	Proposed Budget	Change
<b>2008 CDBG Adjustment of Funds</b>				
683	Demolition	\$ 50,000.00	\$ 49,891.75	\$ (108.25)
681	Fire Dept-Pumper	\$ 78,000.00	\$ 73,549.65	\$ (4,450.35)
**	Section 108 Loan Defeasance	\$ -	\$ 4,558.60	\$ 4,558.60
<b>Totals</b>		\$ 128,000.00	\$ 128,000.00	\$ -
<b>2011 CDBG Adjustment of Funds</b>				
987	Demolition	\$ 125,000.00	\$ 112,182.48	\$ (12,817.52)
852	Riverfront- Bike Path	\$ 14,000.00	\$ 12,551.02	\$ (1,448.98)
***	Section 108 Loan Defeasance	\$ -	\$ 14,266.50	\$ 14,266.50
<b>Totals</b>		\$ 139,000.00	\$ 139,000.00	\$ -
<b>2013 CDBG Adjustment of Funds</b>				
930	13th Street Sidewalk	\$ 8,000.00	\$ 7,965.67	\$ (34.33)
**	Section 108 Loan Defeasance	\$ -	\$ 34.33	\$ 34.33
<b>Totals</b>		\$ 8,000.00	\$ 8,000.00	\$ 0.00
<b>2014 CDBG Adjustment of Funds</b>				
937	Fire Pumper Truck Lease	\$ 52,037.00	\$ 48,920.37	\$ (3,116.63)
City Park Pool Upgrade:				
994	City Park	\$ 20,000.00	\$ 3,645.03	\$ (16,354.97)
995	Southwood Park	\$ 20,000.00	\$ 3,645.03	\$ (16,354.97)
	Section 108 Loan Defeasance	\$ -	\$ 35,826.57	\$ 35,826.57
<b>Totals</b>		\$ 92,037.00	\$ 92,037.00	\$ -
<b>2015 CDBG Adjustment of Funds</b>				
	Planning and Administration	\$ 149,914.80	\$ 99,914.80	\$ (50,000.00)
	City Park Pool Upgrade	\$ 40,000.00	\$ -	\$ (40,000.00)
	St. Mary's Ave/Dudley Streetscape	\$ 100,000.00	\$ -	\$ (100,000.00)
	South Parkersburg Sidewalk Project	\$ 30,000.00	\$ -	\$ (30,000.00)
**	Section 108 Loan Defeasance	\$ -	\$ 220,000.00	\$ 220,000.00
<b>Totals</b>		\$ 319,914.80	\$ 319,914.80	\$ -
<b>2016 CDBG Adjustment of Funds</b>				
	Economic Development Incentive	\$ 50,000.00	\$ -	\$ (50,000.00)
	Downtown Façade Program	\$ 37,000.00	\$ -	\$ (37,000.00)
**	Section 108 Loan Defeasance	\$ -	\$ 87,000.00	\$ 87,000.00
<b>Totals</b>		\$ 87,000.00	\$ 87,000.00	\$ -
<b>Total Reallocation of CDBG Funds for the aforementioned program years:</b>				<b>\$ 361,686.00</b>

**Notes:**

\*\* Denotes how new activity (Section 108 Loan Defeasance) would be setup and drawn down from in the U.S. Department of Housing and Urban Development's Integrated Disbursement and Information System (IDIS).

PARKERSBURG, W. VA., February 28, 2017

**RESOLUTION AUTHORIZING MAYOR JOYCE TO SIGN A LEASE  
AGREEMENT WITH MARTIN MARIETTA FOR THE PURPOSE  
OF CONSTRUCTING AND OPERATING A MULTIUSE  
TRAIL ALONG THE OHIO RIVER**

Whereas, the City of Parkersburg is committed to providing residents with the best quality of life, and  
Whereas, access to different recreational amenities is a leading quality of life indicator, and  
Whereas, this indicator is critical to retaining, attracting and developing businesses in the community, and  
Whereas, the City of Parkersburg desires to construct a multiuse trail along the Ohio River, from Riverfront Park  
northerly to the Little Pond Run Outfall, and

Whereas, said trail will be developed by the West Virginia Department of Transportation – Division of Highways, in  
consultation with the City of Parkersburg, and

Whereas, the City of Parkersburg does not own all the property along the Ohio River and must secure the  
necessary rights-of-way for the trail's construction, and

Whereas, rights-of-way can be secured through permanent easements and/or long-term lease agreements with  
private property owners, and

Whereas, Martin Marietta Materials, Inc. understands the value of said trail and is therefore willing to execute a  
long-term lease with the City of Parkersburg,

THEREFORE BE IT RESOLVED, by the City of Council of the City of Parkersburg that Mayor Tom Joyce is  
hereby authorized to sign the attached long-term lease agreement with Martin Marietta Materials, Inc. for a period of fifty  
years, with the option to renew said lease in 2067 for another fifty year term.

**AGREEMENT AND LEASE**

**THIS AGREEMENT AND LEASE** (hereinafter "Agreement" or "Lease") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), by and between Martin Marietta Materials, Inc., with principal offices located at 2710 Wycliff Road, Raleigh, North Carolina 27622 (hereinafter called "Martin"), and the City of Parkersburg, West Virginia, with principal offices located at One Government Square, Parkersburg, West Virginia 26101 (hereinafter called "Lessee");

**WITNESSETH:**

**WHEREAS**, Martin is the owner of certain land along the Ohio River at 12th Street in Parkersburg, West Virginia, known as the "12th Street Shop", and,

**WHEREAS**, Lessee is interested in leasing a portion of said land generally described as a 14 feet wide path for a multiuse trail and an additional 12 feet wide temporary right-of-way for the purpose of constructing said trail, as more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter, the "Property"), and,

**WHEREAS**, it is the desire of the parties hereto to enter into a written Agreement and Lease covering such operation, which shall be on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the rents hereinafter stipulated to be paid by the Lessee to Martin, and in further consideration of the mutual covenants of the parties herein contained, **IT IS, HEREBY AGREED**, as follows:

1 **PREMISES AND USE.** Martin hereby leases to Lessee and Lessee hereby rents from Martin the Property for the sole purpose set forth in Section 5(c) hereinafter. Lessee has had an opportunity to fully inspect the Property and is satisfied that it is suitable for the purpose described herein. Lessee accordingly accepts the Property, and any facilities or equipment that are presently located thereon, in their present "AS IS" condition. Lessee acknowledges that Martin has not made, and does not hereby make, any representations or warranties of any nature whatsoever regarding the Property and that Lessee will be solely responsible at its expense for taking all action that is required to place the Property in a safe and useable condition prior to the date it occupies any portion thereof.

2 **INGRESS AND EGRESS.** Lessee may use 12th Street for ingress and egress in order to access the Property during the Term. Lessee shall take all action required to insure that its employees and those acting on its behalf use only 12th Street to access the Property and that they do not enter upon, or use, other lands owned by Martin. Lessee shall reimburse Martin for any costs, expenses, or losses suffered by Martin as a result of any improper access of the Property by Lessee or anyone acting on its behalf.

3 **TERM OF LEASE. TO HAVE AND TO HOLD** said Property for an initial term of fifty (50) years commencing on the Effective Date and expiring at midnight on the fiftieth (50th) anniversary of the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. The Initial Term may be extended by Lessee for one (1) additional period of fifty (50) years (the "Renewal Term") upon written notice to Martin not less than ninety (90) days prior to the expiration of the Initial Term (the Initial Term and the Renewal Term are collectively referred to as the "Term" or "term"). The term of this Lease is subject to the Termination Rights, Default, and Eminent Domain sections of this Lease as hereinafter set forth. Furthermore, this Lease shall run with the land if the Property is sold, transferred, sold for taxes, or otherwise conveyed by Martin, voluntarily or involuntarily.

4 **RENT.** Lessee covenants and agrees to pay Martin, as land rent hereunder, the sum of One and no/100 Dollar (\$1.00) per year, payable annually in advance, initially on the Effective Date, and on each anniversary thereof during the Term of this Lease. 02/22/17 10:23AM Page 2

5 **LESSEE'S COVENANTS AND RIGHTS.** Lessee covenants and agrees:

(a) That this is a ground lease only, and the Property is leased in an AS IS condition. Lessee affirms that it has examined the Property and is satisfied with the same. Lessee has obtained at its sole expense a survey of the Property, which is attached to and hereby made a part of this Lease as Exhibit "A"

(b) That Lessee agrees to obtain at its expense all zoning, permits, conditional uses or other governmental permits necessary to the operation and to maintain same in good standing during the term of this Lease.

(c) That Lessee, its representatives, successors, assigns and/or transferees will not use or occupy said Property for any other reason whatsoever than for a multi-purpose trail for non-motorized recreational vehicles (except for wheelchairs) and other purposes directly incidental thereto (including, but not limited to, associated landscaping and signage). The use of firearms or explosives and dangerous activities are not permitted on the Property. Swimming, equestrian trail riding, snowmobiling, motorized traffic (except for maintenance vehicles for the trail and floodwall), hunting, fishing and target practice of any kind are prohibited.

(d) That Lessee will conduct its operation on the Property in a safe and workmanlike manner and shall exercise due care to avoid injury to employees, agents, invitees or property of Martin. Lessee will maintain and operate the Property in such manner as to not constitute a nuisance, and Lessee shall comply with all federal, state, and local laws, rules, and regulations pertaining to its occupancy and use of said Property, all at Lessee's expense. Without limiting the generality of the foregoing, Lessee shall install and maintain to Martin's satisfaction a split rail fence, at least three (3) feet high, along the trail located on the Property.

(e) That Lessee will strive to patrol the trail.

(f) Lessee recognizes that Martin and its successors own land adjacent to and contiguous with the Property herein leased. Lessee agrees to cooperate with Martin to prohibit persons using areas or going upon lands not a part of the leased Property or in any way interfering with the operations of Martin.

(g) That Lessee shall comply with all current health and safety standards applicable to Lessee's operations on the Property and any other applicable federal, state, or local laws, rules, or regulations as same become applicable.

(h) That externally sourced materials (this includes but is not limited to tree stumps, yard waste or construction materials) shall not be allowed on site under any circumstances. This land lease is for a multiuse trail for non-motorized recreational vehicles (except for wheelchairs and other maintenance activities related to the trail and floodwall) only.

(i) That Lessee will maintain the Property in a clean and orderly manner. Should Martin receive notice of or any complaint of the Lessee's poor housekeeping or maintenance of the Property, Martin shall give written notice to Lessee to correct said situation. Lessee shall have fifteen (15) days from receipt of said notice to correct the problem. Lessee's failure to comply with Martin's notice and request may be deemed a default under

CASTO & HANDEL, INC., SPRINGER, WV RECORDER NO. 122724-12

this Lease at Martin's option. Martin reserves the right, after the aforementioned fifteen (15) day period, to enter the Property, 02/22/17 10:23AM Page correct the situation and charge all costs for same to the Lessee. Martin's forbearance from declaring default shall not be considered a waiver of the right to do so at any subsequent time.

(j) By acceptance of this lease, Lessee will agree, for itself, its officers, agents, and employees in an official capacity, not to directly or indirectly participate in any political campaign, initiative, referendum, zoning in the opposition to, or otherwise oppose or support activities or groups which are in whole or in part against the business activities of Martin at its Parkersburg Yard located at 99 Kanawha Street, Parkersburg, West Virginia 26101 and at the 12th Street Shop, provided Martin's business activities at its Parkersburg Yard and at the 12th Street Shop remain in substantial compliance with all applicable federal, state and local laws, rules, and regulations.

(k) Lessee will give Martin prompt notice of any facts or circumstances that would give rise to any damages or claim for damages by any person against Martin or in connection with the Property. Such notice will be by personal notice, fax or overnight courier, postage prepaid, to the addresses set forth below.

**6. MARTIN'S COVENANTS.** Martin covenants and agrees:

(a) That Martin is duly authorized to enter into this Lease.

(b) That Lessee, upon paying the rent and upon performing the covenants and agreements of this Lease on its part to be performed, shall quietly have, hold and enjoy the Property and all the rights granted to Lessee in this Lease during the term hereof.

**7. ENVIRONMENTAL PROTECTION.** Lessee represents that environmental considerations will be of paramount importance in connection with Lessee's use of the Property. Lessee covenants that they will operate and maintain the lease area in a first class and environmentally sound manner with suitable and effective environmental controls and safeguards so as to be and remain environmentally compliant in all respects with all applicable environmental and related laws, regulations, and permit conditions. Without limiting the rights of Martin, Lessee agrees to immediately correct or satisfy any non-compliance upon written notice of the same from Martin within said leased Property. Without limiting the generality of the foregoing, Lessee agrees that:

(a) Upon termination of this Lease, Lessee shall do all things necessary to completely clean up and remove from the Property all personal property and restore the Property so that it is environmentally clean and otherwise free of all debris. Under no circumstances, unless specifically waived in writing by Martin, shall Lessee abandon or leave any personal property, materials or substances on the Property. Lessee shall not be required to remove the trail or any fencing located on the Property.

(b) In the event of any act, occurrence, or omission that requires notice to any local, state or federal department or agency, it shall be the responsibility of Lessee to properly make such notice in a timely fashion, immediately followed by similar notice to Martin.

(c) Lessee shall be responsible for total remediation and cleanup of the result of any act, occurrence, or omission requiring notice set forth above. This requirement is not intended to lessen or limit Lessee's obligation in regard to the Property subject to this Lease in a first class and environmentally sound manner, which may require remediation and cleanup in situations where notice is not required. 02/22/17 10:23AM Page 4

(d) Lessee hereby agrees to fully indemnify, defend and hold harmless Martin and its employees, agents, and affiliates against any liabilities for environmental contamination arising out of the Lessee's activities on or around the Property hereunder and/or any violations or failures to comply with this Environmental Protection section. Lessee specifically, but without limitation, agrees to fully indemnify, defend and hold harmless Martin and its employees for any costs associated with the investigation and clean up of environmental contamination caused by the Lessee, and any claims, penalties or damages related to any personal injury or property damage, or any other violation of pertinent laws or regulations relating to the use, storage, disposal or release of hazardous substances by the Lessee on the Property hereunder.

**8. RELOCATION AND TERMINATION RIGHTS.**

(a) This Lease may be terminated at any time after the Initial Term by either party giving sixty (60) days written notice to the other.

(b) Lessee shall upon termination return the Property in as good a condition or better as when possession was received by Lessee, ordinary and reasonable wear and tear excepted. Lessee shall have a period of three (3) months from and after the termination of this Lease, to remove all its property including structures, improvements, trash, debris, or other material from the Property (other than the trail and any fencing located on the Property). Lessee shall not be entitled to any compensation for anything not removed within said period and shall be responsible for any costs incurred by Martin for removal or clean up.

(c) Martin reserves unto itself the right to require partial relocations of the trail contemplated hereunder, as required by specific development of the Property or use of Martin, of either a vertical or horizontal nature, under the following conditions. Whenever, in the opinion of Martin, its successors and assigns, any portion of said trail interferes with the proper development of Martin's property, Lessee shall, at Lessee's own expense and risk and within forty-five (45) days after written request therefor by Martin, commence to relocate and/or reconstruct that portion of the facilities along the routes specified in Martin's request and shall complete such relocation and/or reconstruction within a reasonable time thereafter and shall restore the Property as nearly as possible to the same state and condition they were prior to such relocation and/or reconstruction. Lessee shall release to Martin that portion of this lease which has been relocated. Any such request or requests by Martin for relocation and/or reconstruction shall not be made for unreasonable or arbitrary reasons. As a condition precedent to such relocation and/or reconstruction, Martin shall lease to Lessee without further charge new property over the new locations, which shall have the same terminal points as the original.

(d) This Agreement shall automatically terminate in the event that (a) Lessee fails to secure the funds or necessary approvals from Local and State agencies, (b) Lessee fails for a period of three (3) years after the date hereof to construct, install, and commence use and operation of said trail, or (c) at any time after the construction and installation of said trail Lessee shall fail for a period of three (3) years to operate said trail for the purposes herein granted, provided, however, that failure of Lessee to operate said trail shall be excused for such period that Lessee is prevented from performing such obligations by acts of war, national emergencies, or conditions attributable to war. In addition, this Lease shall terminate immediately upon notice from Martin if Lessee fails to perform or comply with any term, covenant, clause, or condition of this Lease after notice from Martin and after having been given the right to cure within thirty (30) days and has failed to do so.

**9. CONDITION OF PREMISES** Lessee hereby acknowledges that Martin is an aggregate producer and transporter, and therefore further acknowledges that the Property to be used for Lessee's 02/22/17 10:23AM Page 5 operation might contain dangerous conditions which may or may not be in evidence. Lessee also acknowledges that the Property is being accepted with the knowledge of such condition(s) or possible condition(s) and by the acceptance of this Lease agrees to indemnify Martin for any bodily harm which might be caused by such condition(s) or possible condition(s) inflicted upon Lessee, Lessee's employees, anyone coming onto the Property through or because of Lessee's operation, or at Lessee's invitation or direction who enter upon the land after Lessee takes possession thereof, be such condition(s) or possible condition(s) dangerous or otherwise, whether natural or artificial.

**10. LIABILITY AND REQUIRED INSURANCE**

(a) Lessee hereby agrees, by the acceptance of the within Property and as a part of the consideration hereof, that any damages to the Property, or to contiguous real estate, improvements, personal property, lawn, driveways, shrubbery, drain tiles, trees, or fences upon the Property or upon contiguous real estate, shall be the obligation and liability of Lessee. Lessee will indemnify and hold Martin, its successors and assigns, harmless from any and all losses, damages, judgments, liens, assessments, fines, costs, and fees (including but not limited to reasonable attorneys', engineering, and expert witness fees) ("Losses") arising from any demands, claims, causes of action, lawsuits, or other legal proceedings, for damage to or loss of natural resources or property, or injury to or death of persons, or otherwise, related to, resulting from, or arising out of (a) Lessee's construction, operation, repair, maintenance, patrol, or use of the trail; (b) any acts or omissions of Lessee, or its agents, employees, contractors, or invitees; (c) any breach or other violation by Lessee of any provision of this Agreement; or (d) without limiting the generality of the foregoing, any condition in, on, of, or under the Property created by Lessee, its agents, employees, contractors, or invitees during Lessee's possession of the Property (other than a condition created solely by Martin); regardless of whether it is alleged or proven that Martin is also partially responsible for any such Losses. Lessee shall not be liable, however, for any Losses which result solely from the gross negligence of Martin. The indemnity contained in this paragraph will survive expiration or termination of the Agreement regardless of the reason for termination.

(b) Lessee shall, for the term of this Lease and any extension thereof, at its sole cost and expense, maintain Comprehensive General Liability and Non-Owned Auto Liability insurance which shall provide coverage for all claims for property damage, bodily injury or death arising from acts of Lessee, its employees, members, agents, subcontractors or invitees covering the aforementioned Property and the use, if any, of all roadways and driveways. Such Comprehensive General Liability insurance for combined single coverage shall be in an amount of not less than \$1,000,000.00 and appropriately endorsed for contractual liability, and such Non-Owned Auto Liability insurance shall be in an amount of not less than \$1,000,000.00. Lessee shall provide Lessor a copy of said certificate of insurance annually.

Lessee and Lessee's subcontractors and agents shall carry full workers' compensation coverage, under the state(s) in which the Property is located, during the term of this Lease or any extension thereof. In addition, Lessee shall at all times protect and save harmless Martin from any and all claims arising from or occasioned by Lessee's occupancy and use of the Property including the use of all roadways and driveways and any claims of employees arising outside the worker's compensation laws.

**11. ASSIGNMENT** Lessee shall not assign this Agreement and Lease or sublet the Property or grant a license to anyone to use the Property without first obtaining the written consent of Martin. 02/22/17 10:23AM Page 6 12. NOTICES. Wherever in this Lease notice is required or

permitted to be given by either party to the other, such notice shall be in writing and sent by certified United States mail, return receipt requested, postage prepaid, addressed as follows:

If to Martin: Martin Marietta Materials  
9277 Centre Pointe Drive, Suite 250 West Chester, OH 45069  
Attn: Real Estate Department  
With a copy to: Martin Marietta Materials, Inc. 2710 Wycliff Road  
Raleigh, North Carolina 27607  
Attn: Executive Vice President and General Counsel  
Fax: (919) 783-4535

If to Lessee: The City of Parkersburg Development Department One Government Square Attn: Development Director  
Parkersburg, WV 26102  
Attn: Development Director

Either party may change its address for notices by giving written notice to the other party as above set forth.

13. RIGHT OF ENTRY. Lessee agrees that Martin or its representatives shall have the right at all times to enter upon and inspect the premises for any purpose and/or to ascertain Lessee is carrying out the terms, conditions and provisions hereof

14. PRIOR AGREEMENTS This Lease contains the entire agreement between the parties and no representation or statements not contained herein shall be binding upon Martin or the Lessee unless endorsed in writing. No modifications, amendment, or waiver will be effective unless in writing and signed by both parties.

15. APPLICABLE LAW This Lease is governed by the laws of the State of West Virginia.

16. BENEFIT. This Agreement and Lease shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns.

(signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Lease, by their duly authorized officers, on the day and year first above written.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Martin Marietta Materials, Inc.

BY: 02/22/17 10:23AM Page 7 (Witness #1) Printed Name: Steve Raffensperger

Officer's Title: Vice President

(Witness #2)

SIGNED AND ACKNOWLEDGED CITY OF PARKERSBURG

IN THE PRESENCE OF. (Lessee)

BY:

(Witness #1) Printed Name:

Officer's Title

(Witness #2) 02/22/17 10:23AM Page 8 STATE OF

COUNTY OF ss

On this day of , 2017, before me a Notary Public in and for said county and state personally appeared Steve Raffensperger, Vice President of Martin Marietta Materials, Inc., who acknowledged the execution of the foregoing instrument as his voluntary act and deed for and on behalf of said corporation, and for the uses and purposes therein set forth.

My Commission Expires

NOTARIAL SEAL NOTARY PUBLIC - And I am a resident

of County,

STATE OF OHIO:

COUNTY OF ss

On this day of , 2017, before me a Notary Public in and for said county and state personally appeared, of the CITY OF PARKERSBURG, who acknowledged the execution of the foregoing instrument as his voluntary act and deed for and on behalf of said organization, and for the uses and purposes therein set forth.

My Commission Expires

NOTARIAL SEAL NOTARY PUBLIC - And I am a resident

of County, . 02/22/17 10:23AM EXHIBIT "A"

See attached survey plats. 02/22/17 10:23AM 02/22/17 10:23AM

MOTION – Mr. Reynolds moved, seconded by Mr. Barber, to adopt the resolution, and the motion was adopted by unanimous vote.

ORDINANCE, FINAL READING:

AN ORDINANCE ABANDONING AND VACATING  
A PORTION OF 10<sup>TH</sup> STREET AT AND ALONG  
THE QUINCY HILL STEPS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the section of 10<sup>th</sup> Street which is crossed over and contains a portion of the Quincy Hill Steps and which portion of 10<sup>th</sup> Street is otherwise unimproved and which is not utilized as a public street or thoroughfare, be and it is hereby abandoned and vacated as a public street or thoroughfare.

The description below more specifically shows and defines the area of 10<sup>th</sup> Street to be abandoned and vacated hereby:

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

Beginning on the easterly line of Avery Street at the southwesterly corner of lot 10 of Jackson's Addition as recorded in deed book 24, page 333, in the office of the clerk of the county commission of Wood County, West Virginia, thence with the southerly line of said lot 10, in a southeasterly direction, 125 feet more or less, to the southeasterly corner of said lot 10, thence with the easterly line of the aforesaid Jackson's Addition, and the terminus of Tenth Street, in a southwesterly direction, 40 feet more or less, to the northeasterly corner of lot 8 of the aforesaid Jackson's Addition; thence with the northerly line of said lot 8, in a northwesterly direction, 125 feet more or less, to the northwesterly corner of said lot 8; thence with the easterly line of Avery Street, in a northeasterly direction, 40 feet more or less to the point of beginning.

CASTO & ILMARS, INC. SPENCER, WV RE-ORDER NO. 12775-13

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.

The closure of this paper street completes the inclusion of this area into and part of Quincy Park.

MOTION – Mr. Stanley moved, seconded by Mr. Fox, to adopt the ordinance on final reading, and the motion was adopted by unanimous vote.

ORDINANCE, FINAL READING:

AN ORDINANCE OF THE CITY OF PARKERSBURG  
AMENDING ARTICLE 521 PART FIVE OF THE CODIFIED  
ORDINANCE OF THE CITY OF PAKERSBURG TO ALLOW  
FOR SUNDAY ALCOHOL SALES AFTER 10 A.M. BY CERTAIN  
ALCOHOL BEVERAGE CONTROL ADMINISTRATION  
CLASS "A" LICENSE HOLDERS BEGINNING AT 10:00 A.M. ON SUNDAYS

WHEREAS, on January 9, 2017, the West Virginia Municipal Home Rule Board reviewed and approved the proposed amendments to the City of Parkersburg's Home Rule Application/Plan to allow for the sale of alcoholic beverages after 10 A.M. on any Sunday by certain licensees, and

WHEREAS, the City Council of the City of Parkersburg desires to amend and reenact the current ordinances relating to the sale of alcoholic beverages to permit certain licensees to sell alcoholic beverages after 10 A.M. on any Sunday, and to enact a new section clarifying that certain licensees shall be permitted to sell alcoholic beverages after 10 A.M. on any Sunday.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKERESBURG, WEST VIRGINIA:

Section One: Amendment of Article 521.03

521.03 PROHIBITED ACTS.

No person shall:

- (a) Manufacture or sell in this City, without a license, any alcoholic liquor except as permitted by W. Va. Code Chapter 60;
- (b) Aid or abet in the manufacture or sale of alcoholic liquor without a license, except as permitted by W. Va. Code Chapter 60;
- (c) Sell without a license any alcoholic liquor other than provided by W. Va. Code Article 60-6 and Section 521.03A of this ordinance;
- (d) Adulterate any alcoholic liquor by the addition of any drug, methyl alcohol, crude, unrectified or impure form of ethyl alcohol, or any other foreign or deleterious substance or liquid;
- (e) Refill, with alcoholic liquor, any bottle or other container in which alcoholic liquor has been sold at retail in this State;
- (f) Advertise any alcoholic liquor in this State except in accordance with the rules and regulations of the West Virginia Alcohol Beverage Control Commissioner;
- (g) Distribute, deal in, process, or use crowns, stamps or seals required under the authority of W. Va. Code Chapter 60, except in accordance with the rules and regulations prescribed by the West Virginia Alcohol Beverage Control Commissioner. (W.Va. Code 60-6-7)

Section Two: Enactment of Article 521.03A

521.03A: Sale of Alcohol on Sundays

A) "On-Premise Licensee" shall be defined to mean any person who holds one of the following Class A Licenses issued by the West Virginia Alcohol Beverage Control Administration to sell alcoholic beverages:

- i. Private Club (less than 1,000 members) - liquor, wine & non-intoxicating beer
- ii. Private Club (1,000 or more members) - liquor, wine & non-intoxicating beer
- iii. Fraternal Club (Non-Profit) - liquor, wine & non-intoxicating beer
- iv. Fraternal Club (Non-Profit) - non-intoxicating beer
- v. Tavern - non-intoxicating beer
- vi. Private Wine Restaurant - wine only
- vii. Private Wine Restaurant - wine & non-intoxicating beer only
- viii. Private Wine Spa - wine only
- ix. Private Wine Bed & Breakfast - wine only
- x. Brew Pub (Resident Brewer/Importer License Required)
- xi. Special Events (Fairs and Festivals) - wine & non-intoxicating beer
- xii. Special Events (Fairs and Festivals) - wine only
- xiii. Special Events (Fairs and Festivals) - non-intoxicating beer only
- xiv. Off-Premise Wine Sales - Private Clubs and Private Wine Restaurants only
- xv. Growler



B) "Person" shall be defined to mean an individual, firm, corporation, association, partnership, limited partnership, limited liability company or other entity, regardless of its form, structure or nature.

B) Notwithstanding anything to the contrary contained in the Code of the City of Parkersburg, Code of West Virginia, or Code of State Rules of West Virginia, any On-Premise Licensee shall be permitted to sell alcoholic beverages pursuant to the terms of the its license, but beginning at ten o'clock a.m. (10:00 AM) on any Sunday.

### Section Three: Amendment of Article 521.07

Article 521.07 is hereby repealed and the following is hereby enacted in its place and stead:

#### 521.07 CERTAIN ACTS PROHIBITED BY NONINTOXICATING BEER LICENSEE.

(a) No licensee under West Virginia Code Article 11-16, his, her, its or their servants, agents or employees shall sell, give or dispense, and no individual shall drink or consume, in or on any licensed premises or in any rooms directly connected therewith, nonintoxicating beer or cooler on weekdays between the hours of 2:00 a.m. and 7:00 a.m., or between the hours of 2:00 a.m. and 1:00 p.m. on any Sunday, except in private clubs licensed under the provisions of West Virginia Code Article 60-7 and Section 521.03A of this ordinance, where the hours shall conform with the hours of sale of alcoholic liquors;

(b) No licensee, his, her, its or their servants, agents or employees shall sell, furnish or give any nonintoxicating beer as defined in this article to any person visibly or noticeably intoxicated, or to any person known to be insane or known to be a habitual drunkard;

(c) No licensee, his, her, its or their servants, agents or employees, shall sell, furnish or give any nonintoxicating beer as defined in this article to any person who is less than twenty- one years of age,

(d) No distributor shall sell or offer to sell, and no retailer shall purchase or receive, any nonintoxicating beer as defined in this article, except for cash; and no right of action shall exist to collect any claims for credit extended contrary to the provisions of this subsection. Nothing herein contained shall prohibit a licensee from crediting to a purchaser the actual price charged for packages or containers returned by the original purchaser as a credit on any sale, or from refunding to any purchaser the amount paid or deposited for such containers when title is retained by the vendor,

(e) No brewer or distributor or brew pub or his, her, its or their agents shall transport or deliver nonintoxicating beer as defined in this article to any retail licensee on Sunday;

(f) No brewer or distributor shall give, furnish, rent or sell any equipment, fixtures, signs or supplies directly or indirectly or through a subsidiary or affiliate to any licensee engaged in selling products of the brewing industry at retail, or offer any prize, premium, gift or other similar inducement, except advertising matter of nominal value, to either trade or consumer buyers: provided that a distributor may offer, for sale or rent, tanks of carbonic gas. Nothing herein contained shall prohibit a brewer from sponsoring any professional or amateur athletic event or from providing prizes or awards for participants and winners in any such events: provided however that no such event shall be sponsored which permits actual participation by athletes or other persons who are minors, unless specifically authorized by the Nonintoxicating Beer Commissioner.

(g) No licensee shall permit in his premises any lewd, immoral or improper entertainment, conduct or practice;

(h) No licensee except the holder of a license to operate a private club issued under the provisions of West Virginia Code Article 60-7, or a holder of a license for a private wine restaurant issued under the provisions of West Virginia Code Article 60-8, shall possess a Federal license, tax receipt or other permit entitling, authorizing or allowing such licensee to sell liquor or alcoholic drinks other than nonintoxicating beer;

(i) No licensee shall obstruct the view of the interior of his premises by enclosure, lattice, drapes or any means which would prevent plain view of the patrons occupying such premises. The interior of all licensed premises shall be adequately lighted at all times: provided, that provisions of this subsection shall not apply to the premises of a Class B retailer, the premises of a private club licensed under the provisions of West Virginia Code Article 60-7, or the premises of a private wine restaurant licensed under the provisions of West Virginia Code Article 60-8;

(j) No licensee shall manufacture, import, sell, trade, barter, possess or acquiesce in the sale, possession or consumption of any alcoholic liquors on the premises covered by such license or on premises directly or indirectly used in connection therewith: provided, that the prohibition contained in this subsection with respect to the selling or possessing or to the acquiescence in the sale, possession or consumption of alcoholic liquors shall not be applicable with respect to the holder of a license to operate a private club issued under the provisions of West Virginia Code Article 60-7, nor shall the prohibition be applicable to a private wine restaurant licensed under the provisions of West Virginia Code Article 60-8 insofar as such private wine restaurant is authorized to serve wine;

(k) No retail licensee shall sell or dispense nonintoxicating beer as defined in this article, purchased or acquired from any source other than a distributor, brewer or manufacturer licensed under the laws of this State;

(l) No licensee shall permit loud, boisterous or disorderly conduct of any kind upon his or her premises or permit the use of loud musical instruments if either or any of the same may disturb the peace and quietude of the community wherein such business is located: provided, that no licensee shall have in connection with his or her place of business any loudspeaker located on the outside of the licensed premises that broadcasts or carries music of any kind;

(m) No person whose license has been revoked, shall obtain employment with any retailer within the period of one year from the date of such revocation, and no retailer shall employ knowingly any such person within such time;

(n) No distributor shall sell, possess for sale, transport or distribute nonintoxicating beer except in the original container;

(o) No licensee shall knowingly permit any act to be done upon the licensed premises, the commission of which constitutes a crime under the laws of this State or Municipality;

(p) No Class B retailer shall permit the consumption of nonintoxicating beer upon his licensed premises;

(q) No Class A licensee, his, her, its or their servants, agents or employees, or any licensee by or through such servants, agents or employees, shall allow or permit any person less than eighteen years of age to loiter in or upon any licensed premises; except, however, that the provisions of this subsection shall not apply where such person under the age of eighteen years is in or upon such premises in the immediate company of his or her parent or parents, or where and while such person under the age of eighteen years is in or upon such premises for the purpose of and actually making a lawful purchase of any items or commodities therein sold, or for the purchase of and actually receiving any lawful service

CASTO & HUNTER, INC., SPOKESMAN, WV, REG-ORDER NO. 12275-13

therein rendered, including the consumption of any item of food, drink or soft drink therein lawfully prepared and served or sold for consumption on such premises;

(r) No distributor shall sell, offer for sale, distribute or deliver any nonintoxicating beer outside the territory assignee to such distributor by the brewer or manufacturer of such nonintoxicating beer or sell, offer for sale, distribute or deliver any such nonintoxicating beer to any retailer whose principal place of business or licensed premises is within the assigned territory of another distributor of such nonintoxicating beer: provided, that nothing herein shall be deemed to prohibit sales of convenience between distributors licensed in this State wherein one such distributor sells, transfers or delivers to another such distributor a particular brand or brands for sale at wholesale; and

(s) No licensee or any agent, servant or employee of any such licensee shall knowingly violate any rule or regulation lawfully promulgated by the Commissioner.

(t) Any person who violates any provision of this section, or any rule, regulation or order lawfully promulgated by the Commissioner, or who makes any false statement concerning any material fact in submitting application for license or for a renewal of

a license or in any hearing concerning the revocation thereof, or who commits any of the acts herein declared to be unlawful, shall be punished as provided in Section 521.99.

(u) Nothing in this section nor any rule or regulation of the Commissioner shall prevent or be deemed to prohibit any licensee from employing any person who is at least eighteen years of age to serve in such licensee's lawful employ including the sale or delivery of nonintoxicating beer as defined in this article. With the prior approval of the Commissioner, a licensee whose principal business is the sale of food or consumer goods or the providing of recreation activities, including, but not limited to, nationally franchised fast food outlets, family-oriented restaurants, bowling alleys, drug stores, discount stores, grocery stores and convenience stores, may employ persons who are less than eighteen years of age but at least sixteen years of age: provided, that such person's duties shall not include the sale or delivery of nonintoxicating beer or alcoholic liquors: provided, however, that the authorization to employ such persons under the age of eighteen years shall be clearly indicated on the licensee's license. (WVaC 11-16-18)

Section Four: Enactment of Article 521.08

521.08 ACTS PROHIBITED BY PRIVATE CLUB LICENSE

(a) No person licensed under West Virginia Code Article 60-7, or his agent, employee or member thereof on such licensee's premises shall:

- (1) Sell or offer for sale any alcoholic liquors other than from the original package or container;
  - (2) Authorize or permit any disturbance of the peace; obscene, lewd, immoral or improper entertainment, conduct or practice, gambling or any slot machine, multiple coin console machine, multiple coin console slot machine or device in the nature of a slot machine;
  - (3) Sell, give away or permit the sale of, gift to or the procurement of any nonintoxicating beer, wine or alcoholic liquors for or to, or permit the consumption of nonintoxicating beer, wine or alcoholic liquors on the licensee's premises, by any person less than twenty-one years of age;
  - (4) Sell, give away or permit the sale of, gift to or the procurement of any nonintoxicating beer, wine or alcoholic liquors, for or to any person known to be deemed legally incompetent, or for or to any person who is physically incapacitated due to consumption of nonintoxicating beer, wine or alcoholic liquor or the use of drugs;
  - (5) Sell, give or dispense nonintoxicating beer, wine or alcoholic liquors in or on any licensed premises or in any rooms directly connected therewith, between the hours of three o'clock a.m. and one o'clock p.m., or, between the hours of three o'clock a.m. and ten o'clock a.m. in any county upon approval as provided for in section three-pp, article one, chapter seven of this code, on any Sunday except as provided under Section 521.03A;
  - (6) Permit the consumption by, or serve to, on the licensed premises any nonintoxicating beer, wine or alcoholic liquors, covered by this article, to any person who is less than twenty-one years of age;
  - (7) With the intent to defraud, alter, change or misrepresent the quality, quantity or brand name of any alcoholic liquor;
  - (8) Sell or offer for sale any alcoholic liquor to any person who is not a duly elected or approved dues paying member in good standing of said private club or a guest of such member;
  - (9) Sell, offer for sale, give away, facilitate the use of or allow the use of carbon dioxide, cyclopropane, ethylene, helium or nitrous oxide for purposes of human consumption except as authorized by the commissioner;
  - (10) (A) Employ any person who is less than eighteen years of age in a position where the primary responsibility for such employment is to sell, furnish or give nonintoxicating beer, wine or alcoholic liquors to any person;
  - (B) Employ any person who is between the ages of eighteen and twenty-one who is not directly supervised by a person aged twenty-one or over in a position where the primary responsibility for such employment is to sell, furnish or give nonintoxicating beer, wine or alcoholic liquors to any person; or
  - (11) Violate any reasonable rule of the commissioner.
- (b) It is unlawful for any licensee to advertise in any news media or other means, outside of the licensee's premises, the fact that alcoholic liquors may be purchased thereat.

(c) Any person who violates any of the foregoing provisions is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$500 nor more than \$1,000, or imprisoned in the county jail for a period not to exceed one year, or both fined and imprisoned.

Section Five: Effective Date

This Ordinance shall be effective upon passage

Passed by Council of the City of Parkersburg on FIRST READING on this \_\_\_\_ day of \_\_\_\_ 2017.

Passed by Council of the City of Parkersburg on SECOND READING on this \_\_\_\_ day of \_\_\_\_ 2017.

MOTION – Mr. Reynolds moved, seconded by Mr. Reed, to adopt the ordinance on final reading, and the motion was adopted by unanimous vote.

ORDINANCE, FIRST READING:

AN ORDINANCE VACATING TWO FIFTEEN (15) FOOT WIDE  
UNNAMED ALLEYS AND A TWENTY (20) FOOT WIDE ALLEY  
LYING SOUTH OF SEVENTH STREET, NORTH OF MARY STREET,  
EAST OF EAST STREET, AND WEST OF STEPHENSON AVENUE,  
LOCATED ON PARKERSBURG CITY TAX MAP 82

MOTION – Mr. Reynolds moved, seconded by Mr. Reed, to adopt the ordinance on first reading.

MOTION TO AMEND – Mr. Reed moved, seconded by Ms. Kuhl, to amend the ordinance to close part of the alley from Mary Street back to and including lot #28, which would make it a 6' alley.

The remaining nine (9) feet, the City would maintain going back behind those two properties, being lots 27 and 28, Mr. Santer explained. He said this change was approved by the developer and Sheetz, the Boys and Girls Club, the two property owners, and Councilmen McCrady and Barber.

The amendment was adopted by unanimous vote.

The motion, as amended, was adopted by unanimous vote.

MOTION – Mr. Reed moved, seconded by Ms. Kuhl, that Council resolve into the Committee of the Whole and recess until Tuesday, March 7, 2017 at 6:00 PM, and the motion was adopted by unanimous vote.

Council is in recess.

Connie Shanon  
City Clerk

\_\_\_\_\_  
Council President

## RESOLUTION



WHEREAS, there are three vacancies on the Municipal Building Commission for the City of Parkersburg; and

WHEREAS, the following three residents of Parkersburg have expressed a desire to serve as a member of this Commission, for terms to expire March 14, 2022, in accordance with article 169 of the Codified Ordinances of the City of Parkersburg:

1. Mr. Tom Farrah, (R), 2020 Foley Avenue;
2. Mr. Sean Smith (D), 13 Stonebrook Drive;
3. Mr. John Padden II, (R), 14 Fairway Acres

Sponsored by Councilmen Barber, Reed, Carpenter, Reynolds, McCrady, Mercer, and Kuhl.

**AN ORDINANCE VACATING A TWENTY (20) FOOT WIDE  
UNNAMED ALLEY, A FIFTEEN (15) FOOT WIDE UNNAMED ALLEY, AND PART OF  
ANOTHER FIFTEEN (15) FOOT WIDE UNNAMED ALLEY LYING SOUTH OF SEVENTH  
STREET, NORTH OF MARY STREET, EAST OF EAST STREET, AND WEST OF  
STEPHENSON AVENUE. LOCATED ON PARKERSBURG CITY TAX  
MAP 82**

The Municipal Planning Commission of the City of Parkersburg has recommended that a twenty (20) foot wide unnamed alley, a fifteen (15) foot wide unnamed alley, and part of a fifteen (15) foot wide unnamed alley lying south of Seventh Street, north of Mary Street, east of East Street, and west of Stephenson Avenue. Located on City Tax Map 82, to be vacated;

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

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS** 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:

**(Parcel 1)**

Beginning at the southeasterly corner of Lot 7 of Oakland Addition, Recorded in Plat Book 1, Page 8, in the office of the Clerk of the County Commission of Wood County, West Virginia. Thence with the westerly line of Stephenson Avenue, in a southerly direction, 20 feet more or less, to the northeasterly corner of Lot 29 of the aforesaid addition. Thence with the northerly lines of aforesaid Lot 29, a fifteen foot alley, Lots 30, 31, and 32 of the aforesaid addition, a fifteen foot alley, and Lot 35 of the aforesaid addition, in a westerly direction, to the northwesterly corner of aforesaid Lot 35. Thence with the easterly line of East Street, in a northeasterly direction, to the southwest corner of Lot 1 of the aforesaid addition. Thence with the southerly lines of Lots 1 through 7 inclusive, of the aforesaid addition to the place of beginning.

**(Parcel 2)**

Beginning at the northwesterly corner of Lot 29 of the aforesaid addition, Thence with the westerly line of Lot 29, in a southerly direction, to the southwest corner of aforesaid Lot 29, Thence with the extension of the northerly line of Lot 28 of the aforesaid addition, in a westerly direction 9 feet to a point, Thence with a line parallel to the westerly lines of Lots 28, and 27 of the aforesaid addition, in a southerly direction, 96 feet more or less, to a point on the northerly line of Mary Street, Thence with the northerly line of Mary Street, in a westerly direction, 6 feet more or less, to the southeasterly corner of Lot 30 of the aforesaid addition, Thence with the easterly line of aforesaid Lot 30, in a northerly direction, to the northeasterly corner of the aforesaid Lot 30, thence with the southerly line of a 20 foot alley, in an easterly direction, 15 feet more or less to the place of beginning.

**(Parcel 3)**

Beginning at the northwesterly corner of Lot 32 of the aforesaid addition, Thence with the westerly line of aforesaid Lot 32, in a southerly direction, to the southwesterly corner of aforesaid Lot 32, Thence with the northerly line of Mary Street, in a westerly direction, 15 feet more or less, to the southeasterly corner of Lot 33 of the aforesaid addition, thence with the easterly lines of lots 33 through 35 inclusive, of the aforesaid addition, in a northerly direction, to the northeasterly corner of the aforesaid lot 35, thence with the southerly line of a 20 foot alley, in an easterly direction, 15 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.

***BE IT FURTHER ORDAINED** that the petitioner provide a landscape buffer along the abutting properties and which green space shall include shrubbery and/or trees along all of the northerly side of Lot No. 28 of Oakland Addition, Recorded in Plat Book 1, Page 8, in the office of the Clerk of the County Commission of Wood County, West Virginia.*

Mayor Tom Joyce is accordingly authorized to execute a quitclaim deed conveying the interest of the City of Parkersburg to the abutting property owners.

**SPONSORED BY: MUNICIPAL PLANNING COMMISSION**

SEVENTH STREET

OAKLAND ADD.  
PLAT BOOK 1, PAGE 8

EAST STREET

1 2 3 4 5 6 7

J.D. LOWERY ESTATE  
P. 12, P. 85

20' ALLEY TO BE VACATED (PARCEL 1)

35

15' ALLEY TO BE VACATED (PARCEL 3)

15' ALLEY TO BE VACATED (PARCEL 2)

29

34

32

31

30

28

33

9'  
96'  
6'

27

STEPHENSON AVE.

Mary Street



SCALE = 1 INCH = 60 FEET

DATE: 02/23/17

DRAWN BY: R.S.

CHECKED BY: ---

MAP P.C. 82

PART OF OAKLAND ADDITION

PLAT BOOK 1, PAGE 8

CITY OF PARKERSBURG, W.V.

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

PLAT OF A 20' ALLEY, A 15' ALLEY,  
AND PART OF ANOTHER 15' ALLEY  
TO BE VACATED

**AN ORDINANCE RECOGNIZING EQUAL OPPORTUNITY IN THE AREAS OF EMPLOYMENT, PUBLIC ACCOMMODATIONS, AND THE SALE, LEASE, RENTAL AND FINANCING OF HOUSING ACCOMODATIONS FOR ALL PERSONS WITHOUT REGARD TO RACE, RELIGION, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, BLINDNESS, DISABILITY, GENETIC INFORMATION, FAMILIAL STATUS, VETERAN STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY**

**WHEREAS**, the City of Parkersburg strives to be an inclusive City, where people can live, work and worship without fear of discrimination;

**WHEREAS**, an inclusive City must recognize all persons, regardless of race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity, to be free in the exercise and expression of their beliefs, values and relationships; and

**WHEREAS**, the City of Parkersburg wishes to maintain a competitive business environment by working with businesses to eliminate barriers to recruiting a talented workforce:

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Council of the City of Parkersburg as follows:

**Title: City of Parkersburg Equal Opportunity Non-Discrimination Policy**

**Sec. 150.01- Declaration of Policy.**

- (a) Equal opportunity in the areas of employment, public accommodations, and in the sale, lease, rental and financing of housing accommodations are hereby recognized to be a right of all persons without regard to race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity.
- (b) The denial of these rights of properly qualified persons is contrary to the principles of freedom and equality of opportunity and is destructive to a free and democratic society.

**Sec. 150.02 - Definitions.**

When used in this ordinance:

**Age** means 40 or above.

**Bona Fide Occupational Qualification** means reasonably necessary to the normal operation of a particular business or enterprise.

**Disability** means a person who:

- (1) Has a mental or physical impairment which substantially limits one or more of such person's major life activities: **major life activities** include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working;



- (2) Has a record of such impairment; or
- (3) Is regarded as having such an impairment.

For the purposes of this ordinance, **disability** does not include persons whose current use of or addiction to alcohol or drugs prevents such individuals from performing the duties of the job in question or whose employment, by reasons of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

For the purposes of this ordinance, a person shall be considered to be blind only if their central visual acuity does not exceed 20/200 in the better eye with correcting lenses, or if their visual acuity is greater than 20/200 but is occasioned by a limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than twenty degrees.

**Discriminate or discrimination** means to exclude from, or fail or refuse to extend to, a person equal opportunities because of race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity and includes to **separate** or **segregate**.

**Employee** shall not include any individual employed by his parents, spouse or child, or in the domestic service of any person.

**Employer** means any person employing 12 or more persons within the City and includes an agent of such person, and its agencies. Provided, that such terms shall not be taken, understood or construed to include a private club, which, in fact, is not open to the public.

**Employment Agency** includes any person regularly undertaking with or without compensation, to procure, recruit, refer or place employees. A newspaper engaged in the activity of advertising in the normal course of its business shall not be deemed to be an employment agency.

**Familial status** means one or more individuals who have not attained the age of 18 years being domiciled with:

- (1) A parent or another person having legal custody of such individual or individuals; or
- (2) The designee of such parent or other person having such custody, with the written *permission* of such parent or other person.

The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen years. Nothing in this definition restricts advertisements of dwelling which are intended and operated for occupancy by older persons and which constitute housing for older persons.

**Gender Identity** means a person's sense of oneself as male, female or transgender, regardless of one's sex as assigned at birth.

**Genetic Information** means, with respect to any individual, information about such individual's genetic tests, the genetic tests of family members of such individual, and the manifestation of a disease or disorder in family members of such individual.

**Housing accommodations** means any building or portion thereof which is used or intended for use as the residence or sleeping place of one or more persons. Nothing contained in this definition or this article shall apply to the rental of a room or rooms in a rooming house occupied by the owner as a place of residence and containing no more than four rented rooms, or rooms to be rented.

**Labor organization** includes any organization which exists for the purpose, in whole or in part, for collective bargaining or for dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.

**Owner** shall include the owner, lessee, sublessee, assignee, manager, agents, or other person having the right to sell, rent or lease any housing accommodation or real property within the City or any agent of any of these.

**Person** means one or more individuals, partnerships, associations, organizations, corporations, labor organizations, cooperatives, legal representatives, trustees, trustees in bankruptcy, receivers and other organized groups of persons.

**Place of public accommodations** means any establishment or person, as defined herein, including the City and any of its affiliated boards and commissions, or any political or civil subdivision thereof, which offers its services, goods, facilities or accommodations to the general public, but does not include any accommodations which are in their nature private.

**Purchaser** includes any occupant, prospective occupant, lessee, prospective lessee, renter, prospective renter, buyer or prospective buyer.

**Real estate broker** includes any person, firm or corporation who, for a fee, commission or other valuable consideration, or by reason of a promise or reasonable expectation thereof, lists for sale, sells, exchanges, buys or rents, or offers or attempts to negotiate a sale, exchange, purchase or rental of real estate or an interest therein, or collects or offers or attempts to collect rent for the use of real estate or solicits for a prospective purchaser, or assists or desists in the procuring of prospects or the negotiation or closing of any transaction which does or is contemplated to result in the sale, exchange, leasing, renting or auctioning of any real estate, or negotiates, offers or attempts or agrees to negotiate a loan secured or to be secured by mortgage or other encumbrance upon transfer of any real estate for others, or any person who, for pecuniary gain or expectation of pecuniary gain, conducts a public or private competitive sale of lands or any interest in lands. In the sale of lots, the term **real estate broker** also includes any person, partnership, association or corporation employed by or on behalf of the owner or owners of lots or other parcels of real estate at a stated salary, or upon a commission, or upon a salary and commission, or otherwise, to sell such real estate, or any parts thereof, in lots or other parcels, and who shall sell or exchange, or offer or attempt or agree to negotiate the sale or exchange of any such lot or parcel of real estate. A newspaper engaged in the activity of advertising in the normal course of its business shall not be deemed to be a real estate broker.

**Real estate salesman** includes any person who, for compensation, valuable consideration or commission, or other thing of value, or by reason of a promise or reasonable expectation thereof, is employed by and operates under the supervision of a real estate broker to sell, buy or offer to buy or negotiate the purchase, sale or exchange of real estate, offers or attempts to negotiate a loan secured or to be secured by a mortgage or other encumbrance upon or transfer of real estate for others, or to collect rents for the use of real estate, or to solicit for prospective purchasers or lessees of real estate, or who is employed by a licensed real estate broker to sell or offer to sell lots or other parcels of real estate, at a stated salary, or upon a commission, or upon a salary and commission, or otherwise, to sell real estate, or any parts thereof, in lots or parcels.

**Real property** includes real estate, lands, leaseholds, commercial or industrial buildings and any vacant land offered for sale or rent on which the construction of a housing accommodation, commercial or industrial building is intended, and any land operated as a trailer camp or rented or leased for the use, parking or storage of mobile homes or house trailers.

**Rooming house** means a house or building where there is one or more bedrooms which the proprietor can spare for the purpose of giving lodgings to such persons as he chooses to receive.

**Sexual Orientation** means a person's identity in relation to the gender to which they are sexually attracted; the fact of being heterosexual, homosexual or bisexual, whether actual or perceived.

**Unlawful discriminatory practices** include only those practices specified in Section 150.03.

**Veteran Status** means a person who has served in the United States Armed Services, and was discharged or release under conditions other than dishonorable.

### **Sec 150.03 - Unlawful Discriminatory Practices.**

It shall be an unlawful discriminatory practice, unless based upon a bona fide occupational qualification:

- (1) For any employer to discriminate against an individual with respect to compensation, hire, tenure, terms, conditions or privileges of employment on the basis of race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity. PROVIDED, that it shall not be an unlawful discriminatory practice for an employer to observe the provisions of any bona fide pension, retirement, group or employee insurance or welfare benefit plan or system not adopted as a subterfuge to evade the provisions of this subsection (1), PROVIDED, however, that an employer may grant preference in hiring to a veteran or a disabled veteran in accordance with the provisions of Section 150.04 of this article without violating the provisions of this ordinance.
  
- (2) For any employer, employment agency or labor organization, prior to either employment or, in the case of a labor organization, prior to admission to membership, to:

- (a) Elicit any information or make or keep a record of or use any form of application or application blank containing questions or entries concerning the race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity of any applicant for employment or membership, except for such forms which shall be kept separate from the application blanks for the administration of any bona-fide affirmative action plan that is in accordance with state and federal laws and regulations, or for the purpose of complying with any state or federal statute, or rule or regulation issued by any agency of the state or federal government, or for the purpose of making reports required by agencies of the state or federal government.
  - (b) Print or publish or cause to be printed or published any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination based upon race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation, or gender identity; or
  - (c) Deny or limit, through a quota system, employment or membership because of race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity.
- (3) For any labor organization because of race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity of any individual to deny full and equal membership rights to any individual or otherwise to discriminate against such individuals with respect to hire, tenure, terms, conditions or privileges of employment or any other matter, directly or indirectly related to employment.
- (4) For an employer, labor organization, employment agency or any joint labor-management committee controlling apprentice training programs to:
- (a) Select individuals for an apprentice training program on any basis other than their qualifications as determined by objective criteria which permit review;
  - (b) Discriminate against any individual with respect to his right to be admitted to or participate in a guidance program, an apprenticeship training program, on-the-job training program, or other occupational training or retraining program;
  - (c) Discriminate against any individual in his pursuit of such programs or to discriminate against such a person in the terms, conditions or privileges of such programs; or
  - (d) Print or circulate or cause to be printed or circulated any statement, advertisement or publication; or to use any form of application for such programs; or to make any inquiry in connection with such program, which expresses, directly or indirectly, discrimination or any intent to discriminate, with respect to employment or program eligibility or participation, unless based upon a bona fide occupational qualification.

- (5) For any employment agency to fail or refuse to classify properly, refer for employment, or otherwise discriminate against any individual because of his race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity.
- (6) For any person being the owner, lessee, proprietor, manager, superintendent, agent or employee of any place of public accommodations or housing accommodations to:
  - (a) Refuse, withhold from or deny to any individual because of his race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity, either directly or indirectly, any of the accommodations, advantages, facilities, privileges or services of such place; or
  - (b) Publish, circulate, issue, display, post or mail, either directly or indirectly, any written or printed communication, notice or advertisement to the effect that any of the accommodations, advantages, facilities or services of such place shall be refused, withheld from or denied to any individual on account of race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity, or that patronage or custom thereof of any individual belonging to or purporting to be any particular race, religion, color, national origin, ancestry, sex, age, blindness, disability, genetic information, familial status, veteran status, sexual orientation or gender identity, or who is blind or disabled, or because of such individual's genetic information, is unwelcome, objectionable, not acceptable, undesired or not solicited.
- (7) For any person, employer, employment agency, labor organization, owner, real estate broker, real estate salesman or financial institution to:
  - (a) Engage in any form of threats or reprisal, or to engage in, or hire, or conspire with others to commit acts or activities of any nature, the purpose of which is to harass, degrade, embarrass or cause physical harm or economic loss, or to aid, abet, incite, compel or coerce any person to engage in any of the unlawful discriminatory practices defined in this ordinance;
  - (b) Willfully obstruct or prevent any person from complying with the provisions of this ordinance, or to resist, prevent, impede or interfere with any person's compliance with the provisions of this ordinance; or
  - (c) Engage in any form of reprisal or otherwise discriminate against any person who has opposed any practices or acts forbidden under this ordinance or because he has filed a complaint, testified or assisted in any proceeding authorized by, or arising under, this ordinance.

#### **Sec 150.04 - Veteran Preference.**

An employer may grant preference in hiring to a veteran or disabled veteran who has been honorably discharged from the United States Armed Services: PROVIDED, that the veteran or disabled veteran meets all of the knowledge, skills, and eligibility requirements of the job, and provided further that, granting the preference does not violate any state equal employment opportunity law. For purposes of this section, the term veteran means any person who has

received an honorable discharge and: (a) Has provided more than one hundred eighty consecutive days of full-time, active-duty service in the United States Armed Services or Reserve components thereof, including the National Guard; or (b) has a service-connected disability rating fixed by the United States Department of Veteran's Affairs.

#### **Sec 150.05 – Religious Organizations.**

- (1) With respect to any religious organizations, association, educational institution or society, including, but not limited to, parochial schools affiliated with a particular religion, religious organization or association, this ordinance does not apply to the employment of individuals whose primary duties consist of teaching and spreading doctrine or belief, religious governance, supervision of a religious order, supervision of persons teaching and spreading religious doctrine or belief, or supervision or participation in a religious ritual or worship.
- (2) This ordinance does not prevent a religious organization, association, educational institution or society from limiting membership or access to any of its religious services or activities to only those persons who are members of the same religion.
- (3) The refusal, either verbal or written, of a religious leader to perform a religious ceremony shall not violate the policy of this ordinance.
- (4) Nothing in this ordinance shall be construed to violate the rights of freedom of religion guaranteed by the First Amendment to the United States Constitution or Article III, Section 15 of the West Virginia Constitution.

#### **Sec 150.06 – Existing Law.**

Nothing in this ordinance shall be construed to violate the rights of freedom of speech or press guaranteed by the First Amendment to the United States Constitution or Article III, Section 7 of the West Virginia Constitution, or to otherwise repeal any other laws of the State of West Virginia or ordinances of the City of Parkersburg, which shall remain in full force and effect, unless otherwise amended.

#### **Sec. 150.07 – Non-Exclusivity of Remedies.**

- (1) Nothing herein shall be construed to preclude a person subjected to discrimination as defined herein from exercising any and all rights, or pursuing any and all remedies, provided for under federal, state and/or local law, including, but not limited to Chapter 5, Article 11 of the West Virginia Code, the West Virginia Human Rights Act, or Chapter 5, Article 11A of the West Virginia Code, the West Virginia Fair Housing Act, to the extent such person is a protected class under applicable law, and the use or exercise of such procedures, rights or remedies provided therein shall not otherwise preclude such person from exercising any of the procedures, rights or remedies created herein to the extent permitted by law.
- (2) The City Council of the City of Parkersburg may hereafter create a non-judicial "Conciliation Council" for the purpose of holding voluntary conferences with parties in interest or with parties with concerns or complaints regarding discrimination.

**Sec. 150.08 – Severability.**

The provision of this ordinance shall be liberally construed to accomplish its objective and purposes. If any provision of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not otherwise affect or invalidate the other provisions hereto, all of which are hereby declared, and shall be construed, to be separate and severable.

Sponsored by Councilmen: Fox, Mercer, Carpenter

**AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 151,  
UTILITY BOARD, OF THE CODIFIED ORDINANCES OF  
THE CITY OF PARKERSBURG**

15  
OR

THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS that Article 151, Utility Board, of the Codified Ordinances of the City of Parkersburg be hereby amended and re-enacted as follows:

See attachment: Article 151, Utility Board

Sponsored by Councilmen: McCrady, Mercer and Kuhl

The proposed amendments are highlighted and or lined through.



151.01 CREATION.

Upon issuance of the bonds, but only upon such issuance, the Parkersburg Sanitary Board becomes functus officio and the heretofore separate waterworks system and sewerage system of the City shall be combined into a single undertaking. The supervision, management, control and operation of the system shall be vested in the **Parkersburg Utility Board (the Board)**, hereby created and appointed and functioning as hereinafter provided.

151.02 MEMBERSHIP.

The Board shall consist of five persons, one of whom shall be the Mayor of the City, **the remaining four Boardmembers shall be customers of the Parkersburg Utility Board, shall be persons of outstanding reputation, ability and integrity,** and not less than one of whom shall be a registered professional engineer. **No more than one of the Boardmembers may be a citizen of Wood County, residing outside of the corporate limits of the City; all of the** ~~The remaining Boardmembers shall be citizens and residents of the City, of outstanding reputation, ability and integrity.~~ With the exception of the Mayor, all Boardmembers shall be appointed by the Council of the City. No officer or employee of the City, whether holding a paid or unpaid office, shall be eligible to be appointed to the Board until at least one year after the expiration of the term of such public office.

151.03 TERMS; COMPENSATION.

The Mayor of the City shall notify all appointees of their appointment. The terms of such Boardmembers first appointed shall be for 1, 2, 3 and 4 years, respectively, from the 1<sup>st</sup> day of the month in which appointed. In the event of a vacancy and also within thirty days after the expiration of the term of office of any Boardmember, a successor shall be appointed by the Council of the City. All vacancies shall be filled for the unexpired term only and all other appointments shall be for a term of four years, to commence on the date following the scheduled expiration date of the previous term. The Board shall have power to adopt by laws, rules and regulations for its own government. Any Board member shall be eligible for reappointment upon the expiration of his or her term. The Boardmembers shall each receive compensation for their services at the rate of fifty dollars (\$50.00) per meeting attended, not to exceed two hundred dollars (\$200.00) per month, and in addition, shall be reimbursed for any and all expenses

incurred in the performance of duties as ordered by the Board. Each Boardmember shall be subject to removal for just cause by Council by the recorded vote of a majority of Council after a public hearing thereon. The decision of Council as to such removal shall be final and not subject to review by any court, arbitrator or other body, and each Boardmember accepting appointment shall acknowledge the finality of such decision.

#### 151.04 ORGANIZATION; VACANCIES.

The Mayor shall be the chairman of the Board. ~~At the first meeting of the Board and annually thereafter, it shall organize by designating one of the Boardmembers to act as vice chairman and by designating a secretary and treasurer, who need not be members of the Board. The secretary and treasurer may be the same person.~~ The Board shall designate, as needed, a Boardmember to act as vice chairman. The chairman shall preside at all meetings when present and shall call special meetings on his or her own motion, or when requested to do so by any two Boardmembers. The vice chairman shall preside in the absence of the chairman. The Board secretary shall keep a record of the proceedings which shall be available for inspection as other municipal records. ~~The treasurer shall receive and disburse the funds of the system as directed by the Board.~~ In the event that any Boardmember shall be unable to fulfill the duties of his or her office for a period of six months, a majority of the remainder of the Boardmembers may declare the office of such Boardmember vacant and the Council of said City shall thereupon fill such vacancy as otherwise provided for herein.

#### 151.05 POWER AND AUTHORITY.

The Board shall have full and complete authority for the supervision, management, control and operation of the system, including the maintenance, operations, improvements and extension thereof, all of which shall be combined as a single system under Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the system). All bills for water and sewer service shall be collected and accounted for by the Board in the manner and form required by law, the Public Service Commission of West Virginia and the ordinances of the City, and all disbursements and accounts of the system shall be ordered paid out ~~only upon approval of said Board~~; provided, however, that all such supervision, management and control of the system and

the collection and accounting for bills for water and sewer service shall be consistent and in accordance with any ordinances pursuant to which the City may have authorized and issued any bonds from time to time outstanding, which by their terms are payable from and secured by the revenues of the system. The Board shall have the power and authority to make all contracts, agreements, and other matters necessary of proper for the full and complete supervision, management and control of the system.

151.06 SYSTEM EMPLOYEES AND MANAGEMENT; ~~BONDS~~ **COVERAGE** FOR BOARD OFFICIALS.

The Board shall have power to fix and maintain a separate budget;~~7~~ and employ, fix the compensation of and discharge a manager of the system;~~7~~ and shall direct, employ and fix the compensation of and discharge all engineers, architects, inspectors, superintendents, collectors, attorneys and other employees of the system. ~~The chairman and treasurer of the Board, upon their appointment and taking office, shall furnish and file with the City Clerk, a bond in an amount set by the Board from time to time, the cost of such bond to be payable from the revenues of the system and such bond to be payable to the City and conditioned as to the faithful performance of their respective duties as are fixed by the Board.~~ **The Board shall acquire appropriate insurance coverages for Boardmembers, management and staff, the cost of such coverage shall be payable from the revenues of the system.**

151.07 REPORTS.

The Board shall provide reports, at least annually, or as otherwise required by law, to ~~the Director,~~ the Mayor and Council of the City, indicating the system's financial condition. The Board shall also, ~~if requested by the Mayor,~~ provide the City with yearly audited financial statements of the system, minutes of all meetings of the Board, an annual budget for the system and other information as may reasonably be requested.

151.08 RULES AND POLICIES.

Upon issuance of the bonds and defeasance of the water revenue bonds and sewer revenue bonds, all assets and liabilities of the waterworks system and sewerage system, including accounts receivable

and accounts payable, and all employees thereof, shall be under the management and control of the Board. Personnel policies and practices, and other matters affecting employees of the Board shall be as determined by the Board.

~~151.09 INITIAL MEMBERS APPOINTED.~~

~~—The initial members of the Board shall be appointed on or prior to the date of issuance of the bonds.~~

10/25

**AN ORDINANCE PROVIDING FOR CHARGES  
TO BE IMPOSED FOR COPIES OF CITY  
RECORDS AND DOCUMENTS**

THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS that the following fees be charged to the public for copying and duplication of city records and documents, in accordance with the following schedule:

**SCHEDULE A**

Annual Budget Document	10.00
Annual Budget Summary	5.00
Five Year Capital Program	7.50
Annual City Audit Report	10.00
All "non-scheduled" items	.50 per page

**SCHEDULE B**

Subdivision Ordinance	5.00
Zoning Ordinance and Map	15.00
Zoning Map Only	15.00 (Color 30.00)
Comprehensive Plan	5.00
Census Map	5.00
Blueprints (Scale 500'=1")	5.00
Blueprints (24' x 36" or smaller)	3.00
Traffic Accident Reports	20.00
General Offense Reports	20.00

No fees are to be imposed for copies of the City Charter and the City Charter is therefore excluded from this Ordinance for the purpose of imposing the above fees.

The following persons or entities maybe excluded from the requirement of paying fees for the copying and duplication of city records:

1. Financial Agencies (Schedule A Only)
2. Representatives of the Media (Schedule A Only)
3. Public Boards and Commissions (Schedules A & B)

This ordinance is to be administered by and all fees collected under the supervision of the Director of Finance.

Sponsored by Councilmen: McCrady, Mercer and Kuhl