

# **Urban Renewal Authority of the City of Parkersburg Agenda**

**Date:** December 8, 2020  
**Time:** Immediately Following Parkersburg City Council (at 7:30 PM)  
**Location:** City Council Chambers

1. Call to Order
2. Approval of Meeting Minutes from November 24, 2020
3. Public Hearing:
4. New Business:
  - A. Memorandum of understanding (MOU) between City of Parkersburg/Wood County Home Consortium and City of Parkersburg Urban Renewal Authority
  - B. A resolution allowing the City of Parkersburg Finance Department to establish an escrow account to allow Development and Finance Department staff to write checks on behalf of the Urban Renewal Authority to acquire properties at fair market value.
5. Other Business:
7. Adjournment



**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
CITY OF PARKERSBURG/WOOD COUNTY HOME CONSORTIUM  
AND  
CITY OF PARKERSBURG URBAN RENEWAL AUTHORITY**

**I. Purpose**

THIS MOU is entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Parkersburg, a municipal corporation, hereinafter referred to as the "CITY", and Urban Renewal Authority, hereinafter referred to as "URA". Funding for this activity is anticipated to cost \$500,000 which was approved in Program Year's 2018 and 2020 Annual Action Plans.

The City of Parkersburg is the Participating Jurisdiction for the Wood County HOME Consortium which is the recipient of HOME Investment Partnership Program Funds from the U.S. Department of Housing and Urban Development (HUD), under Title II of the National Affordable Housing Act of 1990, Public Law 101-625.

This MOU is entered between two parties to permit the CITY to implement the HOME funded activity within the boundaries of the Wood County HOME Consortium and to ensure that HOME funds are used in accordance with all program requirements.

**II. Scope**

The Consortium proposes to increase the supply of decent, safe and sanitary housing that is affordable to residents in the City by assisting with acquisition, development fees, and construction costs. The use of HOME funds will be utilized to acquire three project sites, which includes; 908 15<sup>th</sup> Street, 1115 and 1115 ½ East 12<sup>th</sup> Street and 804 and 806 19<sup>th</sup> Street. Demolition of two (2) residential structures located at 1115 East 12<sup>th</sup> St. and 908 15<sup>th</sup> St. are necessary before any site work and construction can begin.

The activity proposes to construct three (3) single-family, detached (modular) housing units upon completion of acquisition, and demolition activities. Each residence will have at least 2 bedrooms and should not exceed 1,400 sq. ft. in total area. Constructing new single-family dwelling units at this scale will ensure they are affordable to low-income households in terms of acquisition and maintenance costs.

### **III. Responsibilities of Parties**

In conjunction with the City of Parkersburg, the Urban Renewal Authority will:

1. Execute a Letter of Intent (LOI) to Purchase Real Estate between the Seller, URA and the City of Parkersburg for the above listed properties.
2. Set appropriations to execute the activity.
3. Meet monthly, or as necessary, with appropriate City staff to discuss progress toward project completion.
4. Execute a Purchase Sale Agreement with homebuyers of each of the three residences at the completion of home construction.

City of Parkersburg staff will:

1. Review activity for HOME eligibility, consistent with the 2015-2020 and 2020-2024 Consolidated Plan and 2020 Comprehensive Master Plan.
2. Complete the environmental review record.
3. Review statement of work, budget, and policies for compliance with HOME regulations.
4. Provide technical assistance as requested by URA as it relates to HOME regulations.
5. Monitor and evaluate the activities goals and effectiveness for compliance with Exhibit A and U.S. Department of Housing and Urban Development regulations and continued funding eligibility.

### **IV. HOME Requirements**

1. HUD Allocation Contingency – The parties expressly understand and agree that the obligations under this MOU are contingent upon the actual receipt of adequate grant funds from HUD. If adequate grant funds are not received by the CITY, then there shall be no further obligations or liabilities under this MOU. It is expressly understood that this MOU in no way obligates the CITY'S General Funds or any other monies or credits of the City of Parkersburg.
2. Program Income – Program income is defined as any proceeds received by the CITY and URA during the term of this MOU as a direct result of the program such as home sale proceeds. Program income must be tracked separately from other revenues and reverted to the City (HOME Program) for the future benefit of low and moderate-income persons.
3. Property Standards  
The construction of new housing shall meet all applicable codes and standards, including the following:
  1. The West Virginia State Uniform Building Code.
  2. The HUD Minimum Property Standards, 24 CFR subpart 92.251 and subpart 92.355.
  3. The HUD Model Energy Code.
  4. The Fair Housing Act, Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.
  5. Title VI of the Civil Rights Act.

6. Executive Order 11063.
7. HUD Site and Neighborhood Standards, 24 CFR subpart 983.6(b).

All housing assisted with HOME funds must meet all applicable local codes, rehabilitation standards, building ordinances and zoning ordinances at the time of project completion. HOME assisted new construction must meet the minimum property standards found in 24 CFR 92.251 and 24 CFR 92.355 and the West Virginia State, Uniform Building Code. In addition, the housing must meet the accessibility requirements in the regulations at 24 CFR 5.10(a). General property improvements may not be carried out with HOME funds.

4. Monitoring and Reporting - This MOU and all records above and otherwise pertaining to such MOU shall be maintained by the CITY for a period of five (5) years after final payment is made and all other pending matters are finalized. The CITY shall furnish all records with respect to any matters covered by this MOU for inspection by HUD, or other authorized federal official at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
5. Staffing  
The CITY agrees to maintain a staff that is adequate in size and with the professional qualifications to carry out the activities described herein.
6. Independent Contractor  
Nothing contained in this MOU is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.
7. Amendments  
The CITY or the URA may amend this MOU at any time provided that such amendments make specific reference to this MOU, and are executed in writing, and signed by a duly authorized representative of both organizations and approved by the CITY's governing body. Such amendments shall not invalidate this MOU, nor relieve or release the CITY or the URA from its obligations under this Agreement.  
  
The CITY may, in its discretion, amend this MOU to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this MOU, such modifications will be incorporated only by written amendment signed by both the CITY and the URA.
8. Non-Performance and Termination – In accordance with 2 CFR Part 200.338, the CITY may suspend or terminate this MOU by notice in writing to the URA if it materially fails to comply with any term of the MOU.

Additionally, this MOU may be terminated in whole or in part for convenience by either party in accordance with 2 CFR Part 200.339 by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

9. Conformance with Federal Regulations – The CITY shall comply with all applicable federal, state, and local laws. In addition, the CITY agrees to comply with applicable provisions of Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular) codified at 2 CFR, Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The CITY further agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code. The CITY further agrees to comply with federal regulations on Meaningful Access for Limited English Proficient Persons (LEP) in accordance with Title VI of the Civil Rights Act of 1964 and compliance with Drug-Free Workplace under 24 CFR Part 182 Subpart B.

**V. Timeframe for Memorandum of Understanding**

This MOU will be in effect for Program Year 2020 and is anticipated to conclude on December 31, 2021.

**VI. Authorized Signatures and Department Contacts**

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Mike Reynolds, President, Urban Renewal Authority Date

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Tom Joyce, Mayor, City of Parkersburg Date

**A RESOLUTION ALLOWING THE CITY OF PARKERSBURG FINANCE DEPARTMENT TO ESTABLISH AN ESCROW ACCOUNT TO ALLOW DEVELOPMENT AND FINANCE DEPARTMENT STAFF TO WRITE CHECKS ON BEHALF OF THE URBAN RENEWAL AUTHORITY TO ACQUIRE PROPERTIES AT FAIR MARKET VALUE**

**WHEREAS**, the Urban Renewal Authority of the City of Parkersburg is charged with the duty and responsibility of eliminating slum and blighted conditions within the City of Parkersburg, as set forth in the redevelopment plan previously approved by the City Council of the City of Parkersburg, in accordance with West Virginia Code 16-18-6, and

**WHEREAS**, part and parcel of that plan is the acquisition, demolition, rehabilitation or future use of certain parcels of real estate now in a slum or blighted condition, and

**WHEREAS**, the Urban Renewal Authority of the City of Parkersburg may at times acquire properties at Fair Market Value for the purpose of reducing slum and blight, in accordance with West Virginia Code §16-18-5(d), and

**WHEREAS**, employees of the City of Parkersburg Development Department currently represent the Urban Renewal Authority of the City of Parkersburg in completing real estate transactions, and

**WHEREAS**, current City of Parkersburg Code requires that Development Department staff request checks for these transactions from the Finance Department via purchase order, and

**WHEREAS**, creating an escrow account to cover Fair Market Value costs and any unforeseen costs in closing process for the Urban Renewal Authority of the City of Parkersburg would allow Finance Department and Development Department staff to write checks for accurate amounts needed for closing in a timely manner, and

**WHEREAS**, the Urban Renewal Authority of the City of Parkersburg designates four signatories authorized to write checks its behalf: the Finance Director and Assistant Finance Director from the Finance Department, and the Development Director and City Planner from the Development Department,

**NOW THEREFORE LET IT BE RESOLVED** that the Urban Renewal Authority of the City of Parkersburg, pursuant to the provisions of West Virginia Code 16-18-6; authorizes the Finance Department to create an escrow account for the Urban Renewal Authority of the City of Parkersburg to allow Development and Finance Department staff to write checks on behalf of the Urban Renewal Authority in order to acquire properties at fair market value.