

AGENDA FOR THE REGULAR CITY COUNCIL MEETING  
FOR TUESDAY, JULY 28, 2015, 7:30 PM  
COUNCIL CHAMBERS, SECOND FLOOR,  
MUNICIPAL BUILDING

PRAYER AND PLEDGE OF ALLEGIANCE

- I. CALL TO ORDER – Councilman JR Carpenter, President
- II. ROLL CALL
- III. MINUTES - Regular Council meeting July 14, 2015
- IV. REPORTS FROM STANDING OR SPECIAL COMMITTEES
- V. MESSAGE FROM THE EXECUTIVE
- VI. PUBLIC FORUM
- VII. RESOLUTIONS
  1. Resolution approving the change of control of the cable television franchise. (Sponsored by Councilmen Reed, Rockhold, and Wilcox.)
  2. Resolution requesting approval from the State Auditor's Office to revise our budget by increasing revenue for tennis courts donations by \$4,000.00; and by moving \$25,000.00 out of contingency for engineering department technology upgrades. (Sponsored by Finance Committee)
  3. Resolution requesting approval from the State Auditor's Office to revise our coal severance fund budget to assign our fund balance of \$46,677.26 to street department supplies. (Finance Committee)
  4. Resolution authorizing Mayor James Colombo to execute an agreement with Uptown Lodging, LLC to provide economic assistance in the amount of \$200,000.00 to create jobs. (Sponsored by Councilmen Reed, Lynch, and Rockhold)
  5. Resolution declaring City Council District #7 vacant. (Sponsored by all members of City Council)

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VIII. ORDINANCE, FINAL READING:

6. An ordinance to approve current replacement pages to the codified ordinances of the City of Parkersburg through March, 2015. (Sponsored by all members of City Council)
7. An ordinance amending and re-enacting portions of Article 779; business and occupation taxes, by making new, lower rates effective July 1, 2015, to comply with the Attorney General's opinion. (Sponsored by Councilmen Carpenter, Reed, Wilcox, Coram, Brown, and Rockhold)

IX. ADJOURNMENT

The Council of the City of Parkersburg met in regular session Tuesday, July 14, 2015, at 7:30 PM in the Council Chambers on the second floor of the Municipal Building at One Government Square, Parkersburg, WV 26101 and joined in the Lord's Prayer and Pledge of Allegiance

The meeting was called to order by Council President, JR Carpenter, who presided over the meeting. The clerk noted the attendance and those present included Councilmen Nancy Wilcox, Sharon Lynch, Roger Brown, Kim Coram, Mike Reynolds, John Rockhold, Jim Reed and JR Carpenter. NOTE – Councilman Aaron Read resigned from City Council effective Monday, July 6, 2015 due to being deployed overseas with the military.

**MINUTES** – Mr. Reed moved, seconded by Ms. Coram, to approve the minutes from the meeting held June 23, 2015, and the minutes from June 30, 2015, and the motion was adopted by unanimous vote.

**REPORTS FROM STANDING OR SPECIAL COMMITTEES** – Councilwoman Kim Coram announced that the Finance Committee met prior to Council this evening with a full agenda; she is asking people to ride their bikes to the grand opening of the new Easy Rider (bus) location near 13<sup>th</sup> and Plum Streets; and also reported that the Municipal Planning Commission sent forth to Council the denial of a rezoning on 46<sup>th</sup> Street, and also sent their Annual Report for the Planning Division to consider this evening.

Councilman Mike Reynolds reported that the Urban Renewal Authority met this evening to hear updates on our \$500,000.00 loan to demolish structures in the City, and they also discussed the \$170,326.00 budget revision on the agenda this evening moving federal funds to Habitat for Humanity.

**MESSAGE FROM THE EXECUTIVE** – Mayor Jimmy Colombo reported to City Council on the past two weeks which included updates on the Coldwater Creek building, widening Rt. 14 to Rt. 50, Point Park Marketplace, plans for Friendship Park, Rev. McClure has interest in adopting the Park on Quincy Hill with community involvement, another K-9 purchased for the Police Dept., resolutions signed for audit with Perry and Associates, CALEA assessment in Police Dept., future development, developer interested in improvements on Rt. 47, code enforcement demo list, public works reports, and Councilman Rockhold and Connie Shaffer attend Tax Reform meeting at Municipal League meeting.

**PUBLIC FORUM** – Mr. John Sines from Lubeck stated that the 7-11 in Lubeck charged the 1% sales tax for about a week, and if we receive that money, he would like for it to go to our three fire departments. City Attorney, Joe Santer, stated that the City would not receive that money, as what we receive is from addresses that we submitted to the State Tax Department.

## RESOLUTION

CITY OF PARKERSBURG  
COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING  
REVENUE BONDS, SERIES 2015 A (TAX-EXEMPT);  
AND COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING  
REVENUE BONDS, SERIES 2015 B (TAX-EXEMPT)

### SUPPLEMENTAL PARAMETERS RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING PARAMETERS AS TO THE PRINCIPAL AMOUNTS, DATES, MATURITY DATES, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2015 A AND THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2015 B OF THE CITY OF PARKERSBURG; AUTHORIZING AND APPROVING THE SALE AND DELIVERY OF SUCH BONDS TO THE ORIGINAL PURCHASER; AUTHORIZING AND APPROVING A BOND PURCHASE AGREEMENT, A PREPAYMENT AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT, A REGISTRAR AGREEMENT, AN OFFICIAL STATEMENT, A TAX COMPLIANCE POLICY, AND OTHER INSTRUMENTS RELATING TO THE BONDS; AUTHORIZING THE PURCHASE OF A MUNICIPAL BOND INSURANCE POLICY AND/OR MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY AND AMENDMENT AND/OR MODIFICATION OF THE ORDINANCE TO COMPLY THEREWITH; APPOINTING A REGISTRAR AND PAYING AGENT FOR SUCH BONDS; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

**WHEREAS**, the City of Parkersburg (the "Issuer") in the County of Wood, State of West Virginia, is a municipal corporation and political subdivision of said State, the governing body of which is its Council (the "Governing Body");

**WHEREAS**, the Governing Body has duly and officially enacted On June 9, 2015, an Ordinance (the "Series 2015 A Ordinance") entitled

AN ORDINANCE AUTHORIZING THE REFUNDING OF THE ISSUER'S OUTSTANDING COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2015 A OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$21,000,000; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

**WHEREAS**, the Governing Body has duly and officially enacted on June 9, 2015, an Ordinance (the "Series 2015 B Ordinance") entitled: AN ORDINANCE AUTHORIZING THE REFUNDING OF THE ISSUER'S OUTSTANDING COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 C AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2015 B OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$7,500,000; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

**WHEREAS**, the Series 2015 A Ordinance and Series 2015 B Ordinance shall collectively be known as the "Ordinance".

**WHEREAS**, capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Ordinance when used herein.

**WHEREAS**, the Ordinance provides for the issuance by the Issuer of its Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2015 A (Tax-Exempt) in an aggregate principal amount not to exceed \$21,000,000 (the "Series 2015 A Bonds"); and Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2015 B (Tax-Exempt) in an aggregate principal amount not to exceed \$7,500,000 (the "Series 2015 B Bonds"), (collectively, the "Series 2015 Bonds"); in accordance with Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the "Act"); **WHEREAS**, the Issuer is advised that current market conditions are such that interest savings would be realized from the current refunding of its outstanding Combined

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

Waterworks and Sewerage System Revenue Bonds, Series 2005, dated August 1, 2005, issued in the original aggregate principal amount of \$34,950,000 (the "Series 2005 A Bonds") and the Issuer has determined that it is currently in the best interest of its residents to currently refund the Series 2005 A Bonds pursuant to the issuance of its Series 2015 A Bonds:

**WHEREAS**, the Issuer is advised that current market conditions are such that interest savings would be realized from the current refunding of its outstanding Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 C, dated June 15, 2006, issued in the original aggregate principal amount of \$17,425,000 (the "Series 2006 C Bonds") and the Issuer has determined that it is currently in the best interest of its residents to currently refund the Series 2006 C Bonds pursuant to the issuance of its Series 2015 B Bonds:

**WHEREAS**, the Ordinance further provided that the exact dates, amounts, maturities, interest rates, redemption provisions, purchase price and other terms of the Bonds should be established by supplemental resolution or by a Certificate of Determinations, that a Registrar, Paying Agent and Depository Bank be designated, that a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Registrar Agreement and an Official Statement be approved and that other matters pertaining to the Bonds be provided for by a supplemental resolution of the Governing Body or pursuant to a Certificate of Determinations, that additional covenants and provisions relating to the Bonds be provided therein, and as may be required by any Bond Insurer as a condition to insuring such Series 2015 Bonds and/or providing a debt service reserve insurance policy for such Series 2015 Bonds and that other matters pertaining to the Bonds be provided for by a supplemental resolution of this Governing Body or by Certificate of Determinations;

**WHEREAS**, the Bonds are proposed to be purchased by Crews & Associates, Inc., Charleston, West Virginia (the "Original Purchaser"), pursuant to a Bond Purchase Agreement between the Original Purchaser and the Issuer, to be dated the date of execution thereof (the "Bond Purchase Agreement");

**WHEREAS**, the Governing Body has determined that, in order to obtain the best possible savings for the Issuer in the current interest rate environment, the Mayor shall be empowered and authorized to execute the Bond Purchase Agreement, within the parameters set forth herein, at such time as the Mayor shall determine most advantageous to the Issuer, or not at all; and

**WHEREAS**, the Governing Body deems it essential and desirable that this supplemental parameters resolution (the "Supplemental Parameters Resolution") be adopted, that the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Tax and Non-Arbitrage Certificate and the Registrar Agreement hereinafter provided for be entered into by the Issuer, that the Official Statement relating to the Bonds, hereinafter described, be approved, that the Mayor be authorized to enter into the Bond Purchase Agreement within the parameters hereby approved by the Governing Body, and that other matters relating to the Bonds be herein provided for all in accordance with the Ordinance;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKERSBURG:**

**SECTION 1.** For the purposes of (i) paying the entire outstanding principal balance of and all accrued interest on the Issuer's outstanding Series 2005 A Bonds, (ii) funding a debt service reserve account for the Series 2015 A Bonds either with cash or through the purchase of a Municipal Bond Debt Service Reserve Insurance Policy, (iii) paying the bond insurance premium; and (iv) paying costs of issuance of the Series 2015 Bonds and related costs, the Governing Body of the Issuer hereby authorizes and orders the issuance of the Series 2015 A Bonds in an aggregate principal amount not to exceed \$21,000,000.

**SECTION 2.** For the purposes of (i) paying the entire outstanding principal balance of and all accrued interest on the Issuer's outstanding Series 2006 C Bonds, (ii) funding a debt service reserve account for the Series 2015 B Bonds either with cash or through the purchase of a Municipal Bond Debt Service Reserve Insurance Policy, (iii) paying the bond insurance premium; and (iv) paying costs of issuance of the Series 2015 Bonds and related costs, the Governing Body of the Issuer hereby authorizes and orders the issuance of the Series 2015 B Bonds in an aggregate principal amount not to exceed \$7,500,000.

**SECTION 3.** Pursuant to the Ordinance and the Act, this Supplemental Parameters Resolution is adopted and there are hereby authorized and ordered to be issued the Series 2015 A Bonds. The Series 2015 A Bonds shall be issued in the aggregate principal amount not to exceed \$21,000,000, bear interest at a rate not to exceed 6.0%, payable semiannually as determined by the Certificate of Determinations and shall mature no later than August 1, 2026 shall be subject to such redemption provisions, all as shall subsequently be approved by the Mayor pursuant to the execution and delivery by the Mayor of a Certificate of Determinations with respect to the Bonds, dated the date of the Bond Purchase Agreement, the form of which is attached hereto as EXHIBIT A and approved hereby (the "Certificate of Determinations"); and shall be substantially in the form set forth in the Ordinance, provided however, that the specific terms of the Series 2015 A Bonds shall be as determined by the Mayor at the time of the execution of the Bond Purchase Agreement and as approved by the Mayor in the Certificate of Determinations. All other provisions relating to the Series 2015 A Bonds shall be as provided in the Ordinance.

**SECTION 4.** Pursuant to the Ordinance and the Act, this Supplemental Parameters Resolution is adopted and there are hereby authorized and ordered to be issued the Series 2015 B Bonds. The Series 2015 B Bonds shall be issued in the aggregate principal amount not to exceed \$7,500,000, bear interest at a rate not to exceed 6.0%, payable semiannually as determined by the Certificate of Determinations and shall mature no later than September 1, 2021; shall be subject to such redemption provisions, all as shall subsequently be approved by the Mayor pursuant to the execution and delivery by the Mayor of a Certificate of Determinations with respect to the Bonds, dated the date of the Bond Purchase Agreement, the form of which is attached hereto as EXHIBIT A and approved hereby; and shall be substantially in the form set forth in the Ordinance, provided however, that the specific terms of the Series 2015 B Bonds shall be as determined by the Mayor at the time of the execution of the Bond Purchase Agreement and as approved by the Mayor in the Certificate of Determinations. All other provisions relating to the Series 2015 B Bonds shall be as provided in the Ordinance.

**SECTION 5.** The Bond Purchase Agreement by and between the Original Purchaser and the Issuer, substantially in the form to be approved pursuant to the execution and delivery by the Mayor of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Mayor thereof shall be and the same are hereby authorized, approved, and directed. The Mayor shall execute and deliver the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Bond Purchase Agreement by the Mayor shall be conclusive evidence of any approval required by this Section, and authorization of any action required by the Bond Purchase Agreement relating to the issuance and sale of the Bonds, including the payment of all necessary fees and expenses in connection therewith.

**SECTION 6.** Proceeds of the Bonds shall be expended solely for the purposes set forth in the Ordinance.

**SECTION 7.** The Issuer is advised and hereby finds that based upon the assumed principal amount, maturity schedule and interest rates for the Series 2015 A Bonds presented to the Issuer by the Original Purchaser, the Series 2015 A Bonds show a net present value debt service savings to the Issuer after deducting

all expenses of the refunding of the Series 2005 A Bonds and the costs of issuing the Series 2015 A Bonds.

**SECTION 8.** The Issuer is advised and hereby finds that based upon the assumed principal amount, maturity schedule and interest rates for the Series 2015 B Bonds presented to the Issuer by the Original Purchaser, the Series 2015 B Bonds show a net present value debt service savings to the Issuer after deducting all expenses of the refunding of the Series 2006 C Bonds and the costs of issuing the Series 2015 B Bonds.

**SECTION 9. A.** The Tax Certificate, to be dated the date of execution and delivery of the Bonds (the "Tax Certificate"), and executed and delivered by the Issuer, substantially in the form to be approved pursuant to the execution and delivery by the Mayor of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Mayor thereof shall be and the same are hereby authorized, approved and directed. The Mayor shall execute and deliver the Tax Certificate with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Tax Certificate by the Mayor shall be conclusive evidence of any approval required by this Section.

**B.** The Issuer hereby approves the Tax Compliance policy attached hereto as Exhibit B.

**SECTION 10. A.** The Continuing Disclosure Agreement, to be dated the date of execution and delivery of the Bonds (the "Disclosure Agreement"), by and between the Issuer and the Dissemination Agent named therein, substantially in the form to be approved pursuant to the execution and delivery by the Mayor of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Mayor thereof shall be and the same are hereby authorized, approved and directed. The Mayor shall execute and deliver the Disclosure Agreement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Disclosure Agreement by the Mayor shall be conclusive evidence of any approval required by this Section.

**B.** The Issuer hereby approves the Continuing Disclosure Policy attached hereto as Exhibit C.

**SECTION 11.** The distribution by the Original Purchaser of a Preliminary Official Statement (which is a "deemed final" official statement in accordance with SEC Rule 15c2-12), substantially in the form submitted to this meeting is hereby ratified and approved. The certificate of the Issuer relating to compliance with SEC Rule 15c2-12 and the execution and delivery thereof by the Mayor is hereby approved. The Official Statement to be substantially in the form of the Preliminary Official Statement, (with such changes, insertions and omissions as may be necessary or advisable in the opinion of the Mayor) and the distribution of counterparts or copies thereof by the Original Purchaser are hereby approved. The Mayor shall execute and deliver the Official Statement with such changes, insertions and omissions as may be approved. The execution of the Official Statement by the Mayor shall be conclusive evidence of any approval required by this Section.

**SECTION 12.** The Registrar Agreement by and between the Issuer and the Registrar designated herein, substantially in the form to be approved pursuant to the execution and delivery by the Mayor of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Mayor thereof shall be and the same are hereby authorized, approved and directed. The Mayor shall execute and deliver the Registrar Agreement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Registrar Agreement by the Mayor shall be conclusive evidence of any approval required by this Section.

**SECTION 13.** The Prepayment Agreement by and between the Issuer and the West Virginia Municipal Bond Commission, substantially in the form to be approved pursuant to the execution and delivery by the Mayor of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Mayor thereof shall be and the same are hereby authorized, approved and directed. The Mayor shall execute and deliver the Prepayment Agreement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Prepayment Agreement by the Mayor shall be conclusive evidence of any approval required by this Section.

**SECTION 14.** The firm of Steptoe & Johnson PLLC, Charleston, West Virginia, is hereby appointed bond counsel to the Issuer in connection with the issuance of the Bonds.

**SECTION 15.** The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, Charleston, West Virginia, as the Paying Agent for the Series 2015 Bonds.

**SECTION 16.** The Issuer hereby appoints and designates United Bank, Inc., Charleston, West Virginia, as the Registrar and depository agent responsible for disbursement of the costs of issuance of the Series 2015 Bonds.

**SECTION 17.** The Issuer may apply for a bond insurance policy for the Series 2015 Bonds. In the event a municipal bond insurance policy is obtained, additional covenants and provisions of the Issuer may be required by the Bond Insurer as a condition to insuring the Series 2015 Bonds. These additional covenants and provisions shall be set forth in a Certificate of Determinations, shall apply to the Series 2015 Bonds, and shall be supplemental to, and amendatory of, the Ordinance and this Supplemental Parameters Resolution, and shall be controlling in the event any other provisions of the Ordinance and this Supplemental Parameters Resolution may be in conflict therewith.

SECTION 18. The Issuer may apply for a municipal bond debt service reserve insurance policy for the Series 2015 Bonds. In the event a municipal bond debt service reserve insurance policy is obtained, additional covenants and provisions of the Issuer may be required by the Bond Insurer as a condition to providing the municipal bond debt service reserve insurance policy for the Series 2015 Bonds Debt Service Reserve Fund. These additional covenants and provisions shall be set forth in a Certificate of Determinations, shall apply to the Series 2015 Bonds, and shall be supplemental to, and amendatory of, the Ordinance and this Supplemental Parameters Resolution, and shall be controlling in the event any other provisions of the Ordinance and this Supplemental Parameters Resolution may be in conflict therewith.

SECTION 19. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates, required or desirable in connection with the Bonds to the end that the Bonds may be delivered on a timely basis to the Original Purchaser pursuant to the Bond Purchase Agreement.

SECTION 20. The notice addresses for the Depository Bank, Paying Agent, Registrar and Original Purchaser shall be as follows:

PAYING AGENT

West Virginia Municipal Bond Commission 900 Pennsylvania Avenue, Suite 1117Charleston, West Virginia 25301 Attention: Executive Director REGISTRAR United Bank, Inc. 500 Virginia Street, East Charleston, West Virginia 25301 ATTN: Corporate Trust Department

ORIGINAL PURCHASER

Crews & Associates, Inc. 300 Summers Street, Suite 930 Charleston, West Virginia 25301-1631

SECTION 21. The issuance of the Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

SECTION 22. The Issuer hereby covenants and agrees that it will not permit at any time or times any of the proceeds of the Series 2015 Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any of the Series 2015 Bonds to be an "arbitrage bond" as defined in Section 148 of the Code, and the regulations promulgated pursuant thereto. The Mayor of the Issuer is authorized and directed to execute and deliver such further instruments or agreements as shall be required to provide further assurances of the Issuer's compliance with this covenant.

SECTION 23. The Mayor and City Clerk, and all other appropriate officers and employees of the Issuer are hereby authorized, empowered and directed to do any and all things proper and necessary to cause the Series 2015 Bonds to be duly and properly issued by the Issuer and delivered to the Original Purchaser as herein authorized and to otherwise facilitate the transaction contemplated by this Supplemental Parameters Resolution, and no further authority shall be necessary to authorize any such officers or employees to give such further assurance and do such further acts as may be legally required.

[Remainder of Page Intentionally Left Blank]

SECTION 24. This Supplemental Parameters Resolution shall be effective immediately following adoption hereof.

Adopted this 14th day of July, 2015.

CITY OF PARKERSBURG

By: \_\_\_\_\_

[SEAL] Its: Mayor

Attest:

City Clerk CERTIFICATION

Certified a true copy of a Supplemental Parameters Resolution duly adopted by the Council of the CITY OF PARKERSBURG on July 14, 2015, which Supplemental Parameters Resolution has not been repealed, rescinded, modified, amended or revoked, as of the date hereof.

By: \_\_\_\_\_

City Clerk

686990.00013 EXHIBIT A

FORM OF CERTIFICATE OF DETERMINATIONS

City of Parkersburg

Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2015 A (Tax-Exempt);

and

Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2015 B (Tax-Exempt)

CERTIFICATE OF DETERMINATIONS

The undersigned, \_\_\_\_\_, Mayor of the City of Parkersburg (the "Issuer"), in accordance with the Supplemental Parameters Resolution adopted by the Governing Body of the Issuer on \_\_\_\_\_, 2015 (the "Supplemental Parameters Resolution"), with respect to the Issuer's Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2015 A (Tax-Exempt) (the "Series 2015 A Bonds"), and Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2015 B (Tax-Exempt) (the "Series 2015 B Bonds"), (collectively, the "Series 2015 Bonds") hereby finds and determines this \_\_\_\_\_ day of \_\_\_\_\_, 2015 as follows:

- 1. The Series 2015 A Bonds shall be dated \_\_\_\_\_, 2015 shall bear interest on 1 and 1 of each year commencing \_\_\_\_\_, 2015.
2. The Series 2015 A Bonds shall be issued in the aggregate principal amount of \$ \_\_\_\_\_. The interest rates on the Series 2015 A Bonds do not exceed 6.0%, being the maximum interest rate authorized by the Supplemental Parameters Resolution. The Net Present Value of the savings realized from such refunding is %.
3. The Series 2015 A Bonds shall mature in the amounts and on the dates and shall be subject to mandatory sinking fund redemption in the amounts and on the dates set forth on Schedule 1 attached hereto and incorporated herein.
4. The Series 2015 A Bonds shall bear interest at the rates and produce the yields set forth on Schedule 1 attached hereto and incorporated herein.
5. The Series 2015 A Bonds shall [not] be subject to [optional and/or mandatory] redemption [as set forth on Schedule 2 attached hereto and incorporated herein.].
6. The Series 2015 A Bonds shall be sold to Crews & Associates, Inc. (the "Underwriter"), pursuant to the terms of the Bond Purchase Agreement by and between the Underwriter and the Issuer, at an aggregate purchase price of \$ \_\_\_\_\_ (representing par value less an Underwriter's discount of \$ \_\_\_\_\_ and a net original issue discount/premium) of \$ \_\_\_\_\_.
7. The Series 2015 B Bonds shall be dated \_\_\_\_\_, 2015 shall bear interest on 1 and 1 of each year commencing \_\_\_\_\_, 2015.
8. The Series 2015 B Bonds shall be issued in the aggregate principal amount of \$ \_\_\_\_\_. The interest rates on the Series 2015 B Bonds do not exceed 6.0%, being the maximum interest rate authorized by the Supplemental Parameters Resolution. The Net Present Value of the savings realized from such refunding is %.
9. The Series 2015 B Bonds shall mature in the amounts and on the dates and shall be subject to mandatory sinking fund redemption in the amounts and on the dates set forth on Schedule 1 attached hereto and incorporated herein.
10. The Series 2015 B Bonds shall bear interest at the rates and produce the yields set forth on Schedule 1 attached hereto and incorporated herein.
11. The Series 2015 B Bonds shall [not] be subject to [optional and/or mandatory] redemption [as set forth on Schedule 2 attached hereto and incorporated herein.].
12. The Series 2015 B Bonds shall be sold to Crews & Associates, Inc., pursuant to the terms of the Bond Purchase Agreement by and between the Underwriter and the Issuer, at an aggregate purchase price of \$ \_\_\_\_\_ (representing par value less an Underwriter's discount of \$ \_\_\_\_\_ and a net original issue discount/premium) of \$ \_\_\_\_\_.
13. The forms of the Bond Purchase Agreement, the Tax Certificate, the Prepayment Agreement, the Continuing Disclosure Agreement, the Official Statement, the Rule 15c-12 Certificate and the Registrar Agreement attached hereto are hereby approved.
14. The Issuer does hereby determine that the Municipal Bond Insurance Policy offered by (" ") for the Series 2015 Bonds will result in an interest cost savings for the Issuer in excess of the premium to be paid by the Issuer for such Insurance Policy, and accordingly accepts the Municipal Bond Insurance Commitment (the "Insurance Commitment") dated \_\_\_\_\_, 2015. The Mayor is hereby authorized to execute the Insurance Commitment and deliver the same to .
15. Pursuant to the Insurance Commitment, and, as permitted by Section \_\_\_\_ of the Supplemental Parameters Resolution, the covenants and provisions which are required by as a condition precedent to issuance of its Insurance Policy for the Series 2015 Bonds are attached hereto as Exhibit A and incorporated herein by reference as part hereof, such covenants and provisions to be supplemental and amendatory of, and controlling with respect to the Ordinance and applicable to the Series 2015 Bonds.
16. The Issuer does hereby determine that the Municipal Bond Debt Service Reserve Insurance Policy offered by (" ") for the Series 2015 Bonds will result in an interest cost savings for the Issuer in excess of the premium to be paid by the Issuer for such Debt Service Reserve Insurance Policy, and accordingly accepts the Municipal Bond Debt Service Reserve Insurance Commitment (the "Reserve Commitment") dated \_\_\_\_\_, 2015. The Mayor is hereby authorized to execute the Reserve Commitment and deliver the same to .
17. Pursuant to the Reserve Commitment, and, as permitted by Section \_\_\_\_ of the Supplemental Parameters Resolution, the covenants and provisions which are required by as a condition precedent to issuance of its Debt Service Reserve Insurance Policy for the Series 2015 Bonds are attached hereto as Exhibit \_\_\_\_ and incorporated herein by reference as part hereof, such covenants and provisions to be Supplemental and amendatory of, and controlling with respect to the Ordinance and applicable to the Series 2015 Bonds.

[Remainder of Page Intentionally Blank] The undersigned hereby certifies that the foregoing terms and conditions of the Series 2015 A Bonds and the Series 2015 B Bonds are within the parameters prescribed by the Supplemental Parameters Resolution, and the Series 2015 A Bonds and the Series 2015 B Bonds may be issued with such terms and conditions as authorized by the Supplemental Parameters Resolution.

WITNESS my signature the day and year first written above.

CITY OF PARKERSBURG

By: \_\_\_\_\_

Its: Mayor

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

686990.00013 SCHEDULE 1  
 SERIES 2015 A Maturity Principal Amount Interest Rate Price or Yield  
 BOND TERMS Bond Date  
 No. (1)

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

RESOLUTION – the clerk presented a resolution reappointing Mr. Roger Lewis to the Parkersburg & Wood County Public Library for a term to expire June 30, 2020.

MOTION – Mr. Reed moved, seconded by Ms. Wilcox, to adopt the resolution, and the motion was adopted by unanimous vote.

RESOLUTION – the clerk presented a resolution reappointing Mr. Greg Herrick to the Parkersburg Utility Board for a term to expire May 24, 2019.

MOTION – Ms. Wilcox moved, seconded by Mr. Rockhold, to adopt the resolution, and the motion was adopted by unanimous vote.

**RESOLUTION**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Mayor (or his designee) be authorized to request approval from the State Auditor’s Office for the following budget revision within the General Fund for FY 2015-16 prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, and to make said budget revisions upon State approval:

**GENERAL FUND**

Fund	Dept.	Account	Description	Revenue Increase/ (Decrease)	Expenditure Increase/ (Decrease)	Fund Source / Description
<b>Excess (Mass Transit) Levy</b>						
001	301	090-000	Excess Levy	\$156,869.00		Wrong Levy figures used in budget.
001	759	000-000	Mass Transit		\$ 156,869.00	Correct rates were approved when Levy was laid.
				\$156,869.00	\$ 156,869.00	
<b>City Council</b>						
001	699	214-000	Contingency - Travel		\$ (1,400.00)	Municipal League Mtg
001	699	223-000	Contingency - Training		\$ (1,000.00)	August & January
001	410	214-000	Travel		\$ 1,400.00	
001	410	223-000	Training		\$ 1,000.00	
				\$ -	\$ -	
<b>City Clerk</b>						
001	699	214-000	Contingency - Travel		\$ (816.00)	Municipal League Mtg
001	699	223-000	Contingency - Training		\$ (500.00)	August & January
001	415	214-000	Travel		\$ 816.00	
001	415	223-000	Training		\$ 500.00	
				\$ -	\$ -	

MOTION – Ms. Coram moved, seconded by Mr. Reed, to adopt the resolution, and the motion was adopted by majority vote with all members voting "yes" with the exception of Ms. Wilcox, who voted "no".

**RESOLUTION**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Mayor (or his designee) be authorized to request approval from the State Auditor’s Office for the following budget revision within the General Fund for FY 2015-16 prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, and to make said budget revisions upon State approval:

**GENERAL FUND**

Fund	Dept.	Account	Description	Revenue Increase/ (Decrease)	Expenditure Increase/ (Decrease)	Fund Source / Description
<b>Excess (Mass Transit) Levy</b>						
001	301	090-000	Excess Levy	\$156,869.00		Wrong Levy figures used in budget.
001	759	000-000	Mass Transit		\$ 156,869.00	Correct rates were approved when Levy was laid.
				\$156,869.00	\$ 156,869.00	

MOTION – Mr. Rockhold moved, seconded by Ms. Wilcox, to adopt the resolution, and the motion was adopted by unanimous vote.

RESOLUTION ACCEPTING A GRANT FROM THE WV REDEVELOPMENT COLLABORATIVE'S FINANCIAL STRATEGIES AND ANALYSIS TRACK PROGRAM

Whereas, the City of Parkersburg was encouraged to apply for a Financial Strategies and Analysis Track (FAST) grant from the West Virginia Redevelopment Collaborative, and

Whereas, the City was awarded a grant in the amount of \$3,500 to further study the feasibility of redeveloping an eight acre, brownfield site along the Little Kanawha River, and

Whereas, funding for this grant is made possible by contributions from the Claude Worthington Benedum Foundation to the WVU Foundation on behalf of the Northern WV Brownfields Assistance Center and requires no financial match,

THEREFOR BE IT RESOLVED, that City Council of the City of Parkersburg, does hereby authorize Mayor James. E. Colombo, or his designee, to accept a grant in the amount of \$3,500 from the Northern Brownfields Assistance Center and execute the attached Letter of Agreement with the West Virginia Redevelopment Collaborative.

MOTION – Mr. Reynolds moved, seconded by Ms. Coram, to adopt the resolution, and the motion was adopted by majority vote with all members voting "yes" with the exception of Ms. Wilcox, who voted "no".

A resolution declaring City Council District #7 vacant was presented. City Attorney, Joe Santer, asked City Council to postpone action on this resolution until the Wood County Republican Executive Committee can work out some details within their group.

MOTION – Mr. Brown moved, seconded by Mr. Rockhold, to postpone action on this resolution until July 28, 2015, and the motion was adopted by unanimous vote.

RESOLUTION

WHEREAS, the Parkersburg/Wood County Home Consortium is comprised of Wood County and the cities of Parkersburg, Vienna and Williamstown, and

WHEREAS, the City of Parkersburg is the lead agency for administering funds the Consortium, and

WHEREAS, the City has been made aware of a budget shortfall of \$170,326, and

WHEREAS, to address the shortfall, the City intends to allocate funds to the Consortium's Certified Housing Development Organization (Wood County Habitat for Humanity), and

WHEREAS, Wood County Habitat for Humanity will use these funds to build two affordable housing units in Wood County

THEREFORE, Be it resolved by the City Council of the City of Parkersburg that the City of Parkersburg's 2012, 2013, and 2014 Action Plans and Budgets for the Community Development Block Grant be and hereby be amended as follows:

HOME

Revenues	Budgeted	Actual	Change
2012 Program Income	\$25,000	\$92,028.52	\$67,028.52
2013 Program Income	\$25,000	\$74,570.69	\$49,570.69
2014 Program Income	\$25,000	\$78,726.79	\$53,726.79
Total Program Income	\$75,000	\$245,326.00	\$170,326.00
Project	Current Budget	Proposed Budget	Change
2014 Habitat for Humanity	\$ 0.00	\$170,326.00	\$170,326.00

MOTION – Mr. Reed moved, seconded by Mr. Rockhold, to adopt the resolution, and the motion was adopted by majority vote with all members voting "yes" with the exception of Ms. Wilcox and Ms. Lynch, who voted "no".

CASTRO & HARRIS, INC., SPEAKER, WV RECORDER NO. 12275-13

ORDINANCE, FIRST READING:

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY OF PARKERSBURG

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

ORDINANCE, FIRST READING:

AN ORDINANCE AMENDING AND REENACTING PORTIONS OF ARTICLE 779; BUSINESS AND OCCUPATION TAXES, IN THE CITY OF PARKERSBURG

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

The clerk presented the three following miscellaneous items to the Council:

Communication from the Mid-Ohio Valley Health Department stating their new fee schedule in their oral health program;

Communication from the Municipal Planning Commission stating that a petition to rezone 2005 46<sup>th</sup> Street from R-2 to B-2 was denied by the Commission;

Annual Report of the Division of Planning for 2014 as approved by the Municipal Planning Commission June 26, 2015.

MOTION – Mr. Rockhold moved, seconded by Mr. Reed, to combine and receive and file these three communications, and the motion was adopted by unanimous vote.

The meeting adjourned at 8:00 PM.

*Christa Strayer*  
\_\_\_\_\_  
City Clerk

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY OF PARKERSBURG  
APPROVING THE CHANGE OF CONTROL OF THE CABLE TELEVISION  
FRANCHISE**

**WHEREAS**, Cebridge Acquisition, LLC d/b/a Suddenlink Communications (“Franchisee” or “Suddenlink”) owns, operates, and maintains a cable television system serving City of Parkersburg pursuant to a franchise agreement or similar authorization (the “Franchise”) issued by the City of Parkersburg (the “Franchise Authority”), and Franchisee is the duly authorized holder of the Franchise; and

**WHEREAS**, Cequel Corporation (“Cequel”), the parent of the Franchisee, has entered into a Purchase and Sale Agreement (the “Agreement”) with Altice S.A. (“Altice”) and the other parties thereto, pursuant to which certain wholly-owned subsidiaries of Altice will acquire 70% of the issued and outstanding equity interests of Cequel (the “Transaction”); and

**WHEREAS**, Franchisee has requested the consent of the Franchise Authority for the change of control of the Franchise in connection with the Transaction in accordance with the requirements of the Franchise and applicable law and has filed with the Franchise Authority an application on FCC Form 394 that includes relevant information concerning the Transaction and Altice (collectively, the “Application”); and

**WHEREAS**, the Franchise Authority has reviewed the Application, examined the legal, financial and technical qualifications of the relevant parties, followed all required procedures to consider and act upon the Application, and considered the comments of all interested parties; and

**WHEREAS**, the Franchise Authority believes it is in the interest of the community to approve the Application and the change of control of the Franchise in connection with the Transaction, as described in the Application.

**NOW THEREFORE BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:**

**SECTION 1.** The Franchise Authority hereby approves the Application and consents to the change of control of the Franchise in connection with the Transaction, all in accordance with the terms of the Franchise and applicable law.

**SECTION 2.** The Franchise Authority’s approval of the Application and its consent to the change of control of the Franchise in connection with the Transaction shall be effective immediately, and Suddenlink shall notify the Franchise Authority of the closing of the Transaction promptly after the Closing Date; provided, however, this Resolution shall be null and void if the Transaction is not consummated.

**SECTION 3.** This Resolution shall have the force of a continuing agreement with Franchisee, and the Franchising Authority shall not revoke, amend or otherwise alter this Resolution without the consent of the Franchisee.

**PASSED, ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF PARKERSBURG**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_



June 3, 2015

**BY OVERNIGHT MAIL**

City of Parkersburg  
Attn: Mayor Robert Newell  
One Government Square  
Parkersburg, WV 26101

Dear Mayor Newell:

We are writing to notify you that Cequel Corporation (“Cequel”), the parent of Cebridge Acquisition, LLC d/b/a Suddenlink Communications (“Suddenlink”) has entered into a Purchase and Sale Agreement (the “Agreement”) with Altice S.A. (“Altice”) and the other parties thereto, pursuant to which certain wholly-owned subsidiaries of Altice will acquire 70% of the issued and outstanding equity interests of Cequel (the “Transaction”). We expect the Transaction to close in the fourth quarter of 2015. Suddenlink is the holder of the cable franchise (the “Franchise”) under which your community is served.

The Transaction will substitute Cequel’s existing equity investors with new equity investors. The proposed change at the investor level will be entirely seamless from the standpoint of consumers. Suddenlink will continue to provide high-quality communications services to customers without interruption, and it has no existing plans to discontinue any existing service or to implement any changes in rates, terms, or conditions as part of the Transaction. Significantly, your community will continue to be served by the same committed local team. The Transaction will benefit the public interest by ensuring that Suddenlink has the resources available to continue delivering high-quality and innovative services to our customers.

If you conclude that your consent to the change of control of the Franchise in connection with the Transaction is required by the terms of the Franchise, we would appreciate your consideration and prompt adoption of the enclosed resolution (for your convenience, a draft Word version of the resolution is available on the enclosed USB drive). Please find attached the Federal Communications Commission Form 394 “Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise” and a check for payment as required by West Virginia statute. The FCC Form 394 with supporting exhibits and documents provides you with the pertinent information about the Transaction and the parties involved. If you conclude your approval is necessary, we ask that you review and adopt the attached model resolution consenting to the foregoing matters at your earliest possible convenience and return a copy to the following address:

June 3, 2015

Page 2

Mr. Michael Zarrilli  
Suddenlink Communications  
520 Maryville Centre Drive, Suite 300  
St. Louis, MO 63141

Suddenlink will cooperate fully in responding promptly to any questions that you may have concerning the Transaction and the FCC Form 394. Please feel free to contact me at 304-760-2071, or by e-mail at [michael.kelemen@suddenlink.com](mailto:michael.kelemen@suddenlink.com) or Michael Zarrilli, Vice President Government Relations & Senior Counsel at 314-315-9337, or by e-mail at [michael.zarrilli@suddenlink.com](mailto:michael.zarrilli@suddenlink.com) with any questions or if you need additional information.

Thank you for your consideration. We greatly appreciate your prompt assistance in this matter, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Michael Kelemen". The signature is written in a cursive style with a long horizontal flourish at the end.

Michael Kelemen  
Director Government Relations

# RESOLUTION

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D

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Mayor (or his designee) be authorized to request approval from the State Auditor's Office for the following budget revision within the General Fund for FY 2015-16 prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, and to make said budget revisions upon State approval:

## GENERAL FUND

Fund	Dept.	Account	Description	Revenue Increase/ (Decrease)	Expenditure Increase/ (Decrease)	Fund Source / Description
001	399	000-000	Misc. Revenue	\$ 4,000.00		Tennis Court Project Donation
001	440	230-000	Contractual Services		\$ 4,000.00	
				\$ 4,000.00	\$ 4,000.00	
001	699	459-000	Contingency - Capital		\$ (25,000.00)	Engineer Technology Upgrade
001	420	459-000	Contractual Services		\$ 25,000.00	
				\$ -	\$ -	

Sponsored by Councilpersons: Finance Committee

# RESOLUTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Mayor (or his designee) be authorized to request approval from the State Auditor's Office for the following budget revision within the Coal Severance Fund for FY 2015-16 to reflect the actual Fund Balance for the City's Coal Severance Fund and to allocate for other expenses prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, and to make said budget revisions upon State approval:

## GENERAL FUND

Fund	Dept.	Account	Description	Revenue Increase/ (Decrease)	Expenditure Increase/ (Decrease)	Fund Source / Description
002	298	0	Assigned Fund Balance	\$ 46,677.26		Coal Severance
002	750	341-000	Street Department Supplies		\$ 46,677.26	
				\$ 46,677.26	\$ 46,677.26	

Sponsored by Councilpersons: Finance Committee

AGREEMENT BETWEEN THE CITY OF PARKERSBURG  
AND UPTOWN LODGING, LLC FOR  
DOWNTOWN ECONOMIC DEVELOPMENT

WHEREAS, Uptown Lodging, LLC., desires to develop a 84 unit hotel on property in downtown Parkersburg; and

WHEREAS, the City of Parkersburg desires to assist said developer with this economic development project in the City; and

WHEREAS, Parkersburg City Council approved a proposed cooperative agreement with said developer on April 16, 2013; and

WHEREAS, the attached agreement includes the same provisions originally adopted by Parkersburg City Council; and

WHEREAS, the attached agreement also includes provisions to ensure the disbursement and monitoring of funds are in compliance with federal regulations from the the U.S. Department of Housing and Urban Development; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Parkersburg, which Mayor, James E. Colombo, is hereby authorized to execute the attached agreement with Uptown Lodging, LLC for the purpose of building an 84 unit hotel in downtown Parkersburg.

**AGREEMENT BETWEEN  
THE CITY OF PARKERSBURG  
AND  
UPTOWN LODGING, LLC.  
FOR  
DOWNTOWN ECONOMIC DEVELOPMENT**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Parkersburg (herein called the "Grantee") and Uptown Lodging, LLC. (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering an Economic Development Grant in the amount of \$200,000 made payable in two installments in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**Program Delivery**

The Grantee will provide funds to the Subrecipient in the form of an economic development grant to create Fifteen (15) full time equivalent jobs which will be available to low and moderate income individuals. Grant funds will be used specifically for the purchase of equipment and furnishings.

**General Administration**

The Subrecipient is required to track job creations and provide reports consistent with the terms of this agreement.

**B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will benefit low- and moderate-income persons through job creation. By providing economic assistance in the amount of \$200,000, Uptown Lodging, LLC will create jobs that will be available to low- and moderate-income persons.

C. Levels of Accomplishment – Goals and Performance Measures

The goal of this agreement is to create Fifteen (15) full time equivalent jobs and maintain these jobs for at least five (5) years. These jobs will be created by October 1, 2015.

Attachment A outlines the general rules and policies for job creation under this agreement, as applicable.

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Subrecipient will be responsible reporting their accomplishments on a semiannual basis. Reports of such accomplishments shall be submitted to the Grantee on January 1 and July 1 for a period of five (5) years from and after October 1, 2015.

Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall commence when said Agreement is executed by both parties and the project is closed out by the Grantee. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

The City will provide \$200,000 for assistance to the Subrecipient in two installments. The first installment will be paid in August 2015 and the second installment will be paid when the project is completed and a certificate of occupancy is obtained, but not before October 2015.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$200,000.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. V.

## NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

**Grantee:**

Rickie Yeager  
Development Director  
City of Parkersburg  
PO Box 1627  
Parkersburg, WV 26102

Phone: 304-424-8415  
Fax: 304-424-8464

**Subrecipient:**

Stephen C. Keiser  
Vice President/COO  
Christy and Associates, Inc.  
P.O. Box 30  
Marietta, OH 45750

Phone: 740-374-2770  
Fax: 740-373-2725

## VI. GENERAL CONDITIONS

### A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

### C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement by public mention, banner or other recognition at the grand opening of the facilities at which the aforesaid equipment and furnishings are utilized. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement 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 Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
  2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
  3. Ineffective or improper use of funds provided under this Agreement;
- or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with the Uniform System of Accounts for the Lodging Industry (11<sup>th</sup> Edition) of the American Hotel and Lodging Association and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred, and 24 CFR 84.21 where practical.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities (hotel furnishings) to be funded under this Agreement. Where applicable and consistent herewith, the following records shall include, but is not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- h. Records as outlined in Attachment A.

#### **2. Retention**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years beyond the termination of this agreement. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement

are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four (4) -year period, whichever occurs later.

### 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

### 4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

## C. Reporting and Payment Procedures

### 1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated if, and only if, program income is generated pursuant to the sale of the equipment and furnishings purchased with CDBG funds made

available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee as herein provided.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, if, and only if and to the extent applicable.

#### **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and non-discrimination provisions in Section 109 of the HCDA, if and only if and to the extent applicable.

#### **3. Section 504**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### **B. Affirmative Action**

#### **1. Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966, during the term of this Agreement in regard to the employment practices of Subrecipient, and Subrecipient only. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

#### 2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract, during the term of this Agreement in regard to the contracting practices of Subrecipient, and Subrecipient only. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### 3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

#### 6. Subcontract Provisions

Where applicable and consistent herewith, the Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

### C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, if, and only if and to the extent applicable and not inconsistent herewith, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which

the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

Where applicable and consistent with the activities being funded by this agreement, the Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

The following articles shall apply where applicable and consistent with the activating being funded by this agreement.

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient 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 of the U.S.C.

3. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have

business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

#### 4. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d. Lobbying Certification

1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 5. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**6. Religious Activities**

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**IX. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**X. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XI. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XII. APPLICATION**

The terms, conditions, restrictions and obligations of this Agreement shall apply to Subrecipient, and Subrecipient only, and shall not apply to any parent, subsidiary or affiliate or the operations thereof or the operations of any member of Subrecipient not constituting the operations of Subrecipient for which the aforesaid equipment and furnishings are purchased, and the term subcontractor(s), and purchase order(s) as use in this Agreement shall mean and apply only to those subcontractor(s) and/or purchase order(s) pertaining to the activities (hotel furnishings) funded under this Agreement.

**XIII. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all

prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**FOR GRANTEE:**  
CITY OF PARKERSBURG, WV

**FOR SUBRECIPIENT:**  
UPTOWN LODGING, LLC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**Rules and Policies for Job Creation**  
**Under the Subrecipient Agreement**

**General Rules**

Jobs that are not held (filled) by L/M income persons may be claimed to be “available to” L/M income persons *only* when *both* of the following are met:

- Neither special skills that can only be acquired with substantial (i.e., one year or more) training or work experience nor education beyond high school is a prerequisite to fill such jobs (or the business nevertheless agrees to hire unqualified persons and train them); and
- The Subrecipient takes action to ensure that L/M income persons receive “first consideration” for filling such jobs.

Principles involved in providing “first consideration”:

- The business must use a hiring practice that under usual circumstances would result in over 51% of L/M income persons interviewed for applicable jobs being hired,
- The business must seriously consider a sufficient number of L/M income job applicants to give reasonable opportunity to fill the position with such a person, and
- The distance from residence and availability of transportation to the job site must be reasonable before a particular L/M income person may be considered a serious applicant for the job.

**Policies**

In counting the jobs to be used in the calculation for determining the percentage that benefit L/M income persons, the following policies apply:

- Part-time jobs must be converted to full-time equivalents (FTE) (e.g., a job that will require only working half time would count as only one-half a job.)
- Only permanent jobs count; temporary jobs may not be included;
- Seasonal jobs are considered to be permanent for this purpose only if the season is long enough for the job to be considered as the employee’s principal occupation;
- All permanent jobs created or retained by the activity must be counted even if the activity has multiple sources of funds:

- Jobs indirectly created or retained by an assisted activity (i.e., “spin off” jobs) may not be counted.

### **Records to be Maintained**

*Held by:*

With respect to jobs which will be held by L/M income persons, the records must show:

- A listing by job title of the specific jobs to be created,
- A listing by job title of the jobs filled,
- The name and income statuses of the person who filled each position, and
- The full-time equivalency status of the jobs.

*Available to:*

Where the job was not taken by an L/M income person, but the grantee nevertheless wants credit based on the job being made available to L/M income persons, the records must show:

- The title and description of the jobs made available, and the full- time equivalency status of the job at that time;
- The prerequisites for the job; special skills or education required for the job, if any; and the business commitment to provide needed training for such jobs (and the training that the business provided to the L/M income person hired, if applicable); and
- How first consideration was given to the L/M income persons for the job, such as
  - the name(s) of the person(s) interviewed for the job and the date of the interview(s), and
  - the income status of the person(s) interviewed.

### **Documenting income status**

Documentation that a particular applicant/employee family income was L/M income may include any of the following:

- Evidence that the employee/applicant was a referral from a state, county, or local employment agency or other entity that has agreed to refer individuals whom they

have determined to be L/M income based on HUD's criteria. These entities must maintain records showing the basis upon which they determined that the person was L/M income, which they agree to make available for the City or federal inspection; OR

- A written certification signed and dated by the employee/applicant indicating his/her family size and total income as necessary to determine whether the person is a member of an L/M income family at the time the certification is made. The certification may either show the actual size and income of the family or contain a statement that the annualized family income is below the Section 8 low-income limit for the applicable family size. The form must include a statement that the person making the certification is aware that the information being provided is subject to verification by the City or Federal government; OR
- Evidence that the employee/applicant has qualified for assistance under another program with income qualification criteria at least as restrictive as those used by this program (e.g., referrals from Public Housing or the Welfare Agency). OR
- Evidence that the person is homeless; OR
- Evidence that the person may be presumed to be L/M income because they reside in the following Census Tracts/Block Groups:

Census Tract:	Block Group
200	2
300	2
500	1 and 2
600	1 and 2
701	1, 2 and 3
702	2
801	1
902	1
903	1 and 3

Note: A map outlining the above census tracts and block groups is provided on the next page.

RESOLUTION DECLARING CITY COUNCIL  
DISTRICT #7 VACANT

JKS

WHEREAS, on Monday, July 6, 2015, Councilman Aaron Read resigned his Council seat in District #7 due to being deployed overseas with the United States Military; and

WHEREAS, City Charter, Section 2.206, paragraph 2, states "Within ten (10) days after the occurrence of the vacancy, the Municipal Executive Committee of the party represented by the vacating Councilman shall submit a list of three (3) citizens with requisite qualifications to the Mayor; and

WHEREAS, City Council desires to declare District #7 to be vacant as of Monday, July 6, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that City Council, District #7, is hereby declared vacant as of July 6, 2015.

Sponsored by all members of City Council

**AN ORDINANCE TO APPROVE CURRENT REPLACEMENT  
PAGES TO THE CODIFIED ORDINANCES OF THE CITY  
OF PARKERSBURG.**

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

**WHEREAS, various ordinances of a general and permanent nature have been passed by  
City Council which should be included in the Codified Ordinances; and**

**WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane  
Company to prepare and publish such revision which is presently before Council;**

**NOW, THEREFORE, BE IT ORDAINED that:**

**Section 1. The ordinances of the City of Parkersburg, West Virginia, of a general and  
permanent nature, as revised, codified, rearranged and consolidated into component codes,  
chapters, articles and sections within the 2015 replacement pages to the Codified Ordinances  
are hereby approved and adopted.**

**Section 2. Pursuant to Section 2.208 of the Charter and West Virginia Code 8-11-4(b):**

- (a) Notice of the proposed adoption of the current supplement shall be given by  
publication as provided in West Virginia Code 8-11-4(a)(2);**
- (b) This ordinance shall not be adopted until ninety days have elapsed following the  
date on which Council shall have noted in the official journal the availability of  
copies of the current supplement to the public.**

**Section 3. This Ordinance shall take effect as provided in Section 2.201 of the Charter.**

AN ORDINANCE AMENDING AND REINACTING PORTIONS OF  
ARTICLE 779: BUSINESS AND OCCUPATION TAXES IN THE  
CITY OF PARKERSBURG

WHEREAS, the West Virginia Home Rule Board recently sought clarification from the West Virginia Attorney General as to whether the State Legislature intended that municipal business and occupation tax rate reductions coincide with the effective date of any corresponding municipal sales tax.

WHEREAS, the said Attorney General subsequently issued an opinion that said B&O reduction must indeed coincide with the implementation of the said municipal sales tax; and

WHEREAS, the City of Parkersburg desires to be in full compliance with the law and therefore with the said Home Rule Board.

OWS  
NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKERSBURG THAT the Business and Occupation Tax rates, per \$100 of taxable income for the following business classifications be amended and the new rates described herein shall take effect retroactively to and including July 1, 2015.

<u>Business Classification</u>	<u>Current Rate (per \$100)</u>	<u>Proposed Rate (per \$100)</u>
Manufacturing	0.20	0.00
Retailers/Restaurants	0.40	0.28
Electric, Light and Power (on sales and demand charges for domestic purposes and commercial lighting)	3.60	0.00
Electric, Light and Power (sales and demand charges for all other purposes)	2.80	0.00
Public Utilities-Natural Gas	2.35	0.00

See attached Sections 779.04 (Manufacturing); Section 779.05 (Retailers/Restaurants); and Section 779.06 (Public Utilities), and which are made a part thereof.

Sponsored by Councilmen:

**779.04 MANUFACTURING, COMPOUNDING OR PREPARING PRODUCTS;  
PROCESSING OF FOOD EXCEPTED.**

There shall be levied upon every person engaging or continuing within the City in the business of manufacturing, compounding or preparing for sale, profit or commercial use, either directly or through the activity of others in whole or in part, any article or articles, substance or substances, commodity or commodities, newspaper publishing (including all gross income or proceeds of sale from circulation and advertising), except electric power produced by public utilities or others, the amount of the tax to be equal to the value of the article, substance, commodity or newspaper, manufactured, compounded or prepared for sale, as shown by the gross proceeds derived from the sale thereof by the manufacturer or person compounding or preparing the same, except as otherwise provided, multiplied by a rate of ~~twenty one hundredths of one zero~~ (0%) percent. The measure of this tax is the value of the entire product manufactured, compounded or prepared in the City for sale, profit or commercial use, regardless of the place of sale or the fact that deliveries may be made to points outside the City. The value of electricity generated by persons taxed under the provisions of this section, which electricity is directly used by such persons in the business of manufacturing and not sold or otherwise transferred or transmitted to others, shall be exempt from the imposition of any tax under this article. With respect to the manufacturing, compounding or preparing for sale of timber or timber products, the measure of this tax is the value of the entire timber product manufactured, compounded or prepared in the City for sale, profit or commercial use, regardless of the place of sale or the fact that deliveries may be made to points outside the City but such value shall not include the value of any timber or timber products used as ingredients, components or elements of such timber products. The dressing and processing of food by a person, firm, or corporation, which food is to be sold on a wholesale basis by such person, firm or corporation shall not be considered as manufacturing or compounding, but the sale of these products on a wholesale basis shall be subject to the same tax as is imposed on the business of selling at wholesale as provided in Section 779.05.

It is further provided, however, that in those instances in which the same person partially manufactures, compounds or prepares products within this City and partially manufactures, compounds or prepares such products outside of this City, the measure of his tax under this section shall be that proportion of the sale price of the product that the payroll cost of manufacturing within this City bears to the entire payroll cost of manufacturing the product; or, at the option of the taxpayer, the measure of his tax under this section shall be the proportion of the sales value of the articles that the cost of operations in this City bears to the full cost of manufacturing of the articles.

**779.05 BUSINESS OF SELLING TANGIBLE PROPERTY; SALES EXEMPT.**

(a) General Rule. Upon every person engaging or continuing within the City in the business of selling any tangible property whatsoever, real or personal, including the sale of food, and the services incident to the sale of food in hotels, restaurants, cafeterias, confectioneries and other public eating houses, except sales by any person engaging or continuing in the business of horticulture, agriculture or grazing, or of selling stocks, bonds or other evidence of indebtedness, there is likewise hereby levied and shall be collected, a tax equivalent to ~~forty one hundredths of~~

~~one~~twenty eight-hundredths of one percent of the gross income of the business, except that in the business of selling at wholesale, the tax shall be equal to fifteen one-hundredths of one percent of the gross income of the business.

(b) Finding and Treatment of Sales of Motor Vehicles to Nonresidents of West Virginia. Council finds that motor vehicles, by their nature, have acquired a unique and integral role in the functioning of our society so that, for purposes of this article, the situs of the use and ownership of a motor vehicle, immediately upon its transfer, shall be conclusively deemed to be either the residence or principal place of business of its owners. Accordingly, notwithstanding anything contained in this Article 779 to the contrary, "gross income" shall not mean or include the gross receipts derived from the sale of any motor vehicle, where the purchaser of such motor vehicle is not a resident of the State of West Virginia, and such motor vehicle will, upon its transfer, be immediately moved by the purchaser to its situs outside of the State of West Virginia. Provided, however, that the foregoing shall not be construed to exclude, from the definition of such term, the sale of any motor vehicle to a resident of the State of West Virginia.

#### **779.06 PUBLIC SERVICE OR UTILITY BUSINESS.**

(a) Upon any person engaging or continuing within the City in any public service or utility business, except railroad, railroad care, express, pipeline, telephone and telegraph companies, water carriers or steamboat or steamship and motor carriers, there is likewise hereby levied and shall be collected, taxes on account of the business engaged in equal to the gross income of the business multiplied by the respective rates as follows: electric light and power companies, ~~three and sixty one hundredths~~ zero percent (2.600%) on sales and demand charges for domestic purposes and commercial lighting, and ~~two and eighty one hundredths~~ zero percent (2.800%) on sales and demand charges for all other purposes; toll bridge companies, three percent (3%); natural gas companies, ~~two and thirty five hundredths~~ zero percent (2.350%); and upon all other public service or utility businesses, two percent (2%). The measure of this tax shall not include gross income derived from commerce between this State and other states of the United States or between this State and foreign countries. The measure of this tax under this section shall include only gross income received from the supplying of public services. The gross income of the taxpayer from any other activity shall be included in the measure of the tax imposed upon the appropriate section or sections of this article.

(b) There shall be exempt from the imposition of such tax all sales and demand charges for electric power and natural gas sold by a public service or utility business to a new manufacturing company locating, after the effective date of this section, within the corporate limits of the City and which manufacturing company employs a minimum of fifty on-site, full-time (40 hours per week) or full-time equivalent employees.

(c) It is the legislative intent of this section that such exemption be granted for the purpose of providing an incentive for new manufacturing companies to locate within the City and to create and maintain employment within the City.