

AGENDA FOR PARKERSBURG CITY COUNCIL,  
TUESDAY, NOVEMBER 13, 2018, 7:30 PM  
SECOND FLOOR, COUNCIL CHAMBERS  
MUNICIPAL BUILDING

- I. CALL TO ORDER – Council President, John Reed
- II. ROLL CALL
- III. MINUTES - regular Council meeting October 23, 2018
- IV. REPORTS FROM STANDING OR SPECIAL COMMITTEES
- V. MESSAGE FROM THE EXECUTIVE
- VI. PUBLIC FORUM
- VII. CITY COUNCIL FORUM
- VIII. RESOLUTIONS
  1. Resolution authorizing the City to enter into an agreement with the Governor’s Highway Safety Program for \$60,000.00 for overtime reimbursement for aggressive driving enforcement. (Sponsored by Councilmen Barber, Kuhl, and McCrady)
  2. Resolution authorizing Mayor Tom Joyce to sign an agreement between the City and the Parkersburg Utility Board for the billing and collection of solid waste collection fees imposed on certain select properties. (Sponsored by Councilmen Reynolds, McCrady and Kuhl)
  3. Resolution requesting approval to move \$26,000.00 from the user fee fund due to a change order for the Avery Street sidewalk contract to replace a portion that was not originally within the scope of the original contract. (Sponsored by Councilmen Reed, Stanley and McCrady)
  4. Resolution requesting approval for a budget revision to reflect that transfer from the General Fund within the User Fee Fund, \$26,000.00. (Sponsored by Councilmen Reed, Stanley, and McCrady)
  5. Resolution requesting a budget revision for \$45,153.00 for Cradlepoint routers for police cruisers to provide constant connectivity for the new Records Management System. (Sponsored by Councilmen Reed, Stanley, and McCrady)

“over”

XI. ORDINANCE, FIRST READING

6. An ordinance amending section 783.03, Floodwall Maintenance Fees, to eliminate the fees after January 1, 2019. (Sponsored by the Committee of the Whole)

XII. MISCELLANEOUS

7. Communication from The Parkersburg News and Sentinel covering the circulation and qualifications for their newspapers.

XIII. ADJOURNMENT

October 23, 2018

The Council of the City of Parkersburg met in regular session Tuesday, October 23, 2018 at 7:30 PM in the Council Chambers on the second floor of the Municipal Building at One Government Square, Parkersburg.

The meeting was called to order by Council President, John Reed, who presided over the meeting.

The Clerk noted those members attending as Councilmen Dave McCrady, Sharon Kuhl, Bob Mercer, Eric Barber, JR Carpenter, Jeff Fox, and John Reed. Zach Stanley was absent.

MINUTES – With no additions or corrections, the minutes from the meeting held October 9, 2018, were approved as previously submitted.

REPORTS FROM STANDING OR SPECIAL COMMITTEES – None.

MESSAGE FROM THE EXECUTIVE – Acting Mayor, Joseph Santer, introduced Boy Scouts from Troop 12, Stout Memorial Church, who were working on the Communication Badge. They were warmly welcomed by all attending.

PUBLIC FORUM – Scott Heckert, 3300 ½ Camden Avenue, spoke in favor of the police salary increase on the agenda this evening.

Don Godfrey, 4450 20<sup>th</sup> Avenue, apologized to Councilman Barber for Mr. Barber not being able to address those who commented on his recent social media remarks. Mr. Godfrey also stated that he is only getting a 2% increase as a senior citizen, and the police department will get six times that, with the senior citizens paying for it.

Sharon Lynch, 1903 Neal Street, thanked Council for the ordinance to increase the pay for the police officers. She said that she and others tried to get them more money when she was on Council this past term. Other cities have more men than Parkersburg, and our wages are at the bottom. She said she did not know the numbers, but asked them to increase men, and salaries, again.

Brian Harrell, 1610 Stephenson Avenue, read from a list of many, many things that policemen do. They have high tensions and stress during fights, drug encounters, they walk into threats daily that are unknown, they see what we don't want to see, and they do it as to not be a risk to our insurance. They are well trained and deserve everything, he said. Also, to Councilman Barber, he told him that people have been graceful to him, and he hopes that Mr. Barber lands in the hands of people with grace.

CITY COUNCIL FORUM – Councilman Carpenter stated there would be a sidewalk clean-up on Avery Street from 16<sup>th</sup> to 19<sup>th</sup> Streets this Saturday beginning at 9:00 a.m... These clean-ups are catching on, as there is also one on Beaver Street, and they are looking at a Neighborhood Watch at 16<sup>th</sup> and St. Mary's Avenue this Saturday at 1:00 PM.

Also in Mr. Carpenter's district, the Avery Street Historical District is having an affordable housing workshop October 25<sup>th</sup> at 5:30 PM to discuss financial programs, hosted by Development Director, Rickie Yeager.

President Reed stated that the Wood County Solid Waste Authority gives supplies to areas for clean-ups, and they have done 24 this summer. He then reminded everyone about a ribbon-cutting at the Airport tomorrow at 4:00 PM.

Councilman McCrady inquired about the damage to our fountain at the City Park – 'Lady of the Lake', caused by high winds. Finance Director, Eric Jiles, stated that there is a Jackson endowment fund and there is \$38,000.00 that is expendable. There are also \$128,000.00 in stocks that is not expendable, but we are looking at our options. The City has filed a claim with our insurance company, and they have a meeting scheduled with the adjuster. They have no other information at this time.

## RESOLUTION

### RESOLUTION AUTHORIZING MAYOR JOYCE TO SUBMIT THE 2018 ANNUAL TIF REPORT FOR THE AVERY COURT REDEVELOPMENT DISTRICT #3 TO THE WEST VIRGINIA DEVELOPMENT OFFICE

WHEREAS, the AVERY COURT REDEVELOPMENT DISTRICT was established on July 26, 2005, and

WHEREAS, the boundaries of the District are Eleventh Street, Cornwall Street (Tax Map 76, Parcel 240) and Avery Street in the City of Parkersburg, and

WHEREAS, the payment made in lieu of taxes received and expanded for 2015 was \$0.00, and

WHEREAS, the amount of disbursements from the tax increment financing fund during the most recently completed fiscal year was \$25,012.55, and

WHEREAS, the attached progress report is required by West Virginia Code 7-11 B-15,

October 23, 2018

NOW THEREFORE BE IT RESOLVED, that Parkersburg City Council hereby authorizes Mayor, Tom Joyce, to submit the 2018 Annual Tax Increment Financing Report for the Avery Court Redevelopment Project to the West Virginia Development Office, having made the report available to the public for comment and having a public hearing.

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

PUBLIC HEARING – at 7:50 PM, a public hearing was declared open by President Reed to give the citizens an opportunity to voice their opinion on this resolution.

No one appeared, and the hearing was declared closed at 7:51 PM.

VOTE – the motion was adopted by unanimous vote.

#### RESOLUTION

##### RESOLUTION AUTHORIZING MAYOR JOYCE TO ACCEPT A FAIRS AND FESTIVALS GRANT FROM WEST VIRGINIA DIVISION OF CULTURE AND HISTORY FOR FISCAL YEAR 2019

WHEREAS, the City of Parkersburg has been awarded a 2019 Fairs and Festivals Grant in the amount of \$2,970, and

WHEREAS, the grant funds must be used to advertise/promote the Taste of Parkersburg, and

WHEREAS, the Taste of Parkersburg is organized and promoted by Main Street Parkersburg,  
and

WHEREAS, the City of Parkersburg desires to support this annual event, and

WHEREAS, there is no matching requirement for said grant,

NOW, THEREFORE BE IT RESOLVED that City Council of the City of Parkersburg hereby authorizes Mayor Tom Joyce to accept the 2019 Fairs and Festivals Grant for the purpose of promoting the Taste of Parkersburg, and execute any supporting documents associated therewith.

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

#### RESOLUTION

Seven (7) budget revisions for year-end purposes were presented by the Clerk.

MOTION – Ms. Kuhl moved, seconded by Mr. Reynolds, to adopt the resolutions.

MOTION TO REFER – Mr. Carpenter moved, seconded by Mr. Fox, to refer resolutions 1, 2, 4, 5, 6, and 7 to the Committee of the Whole.

VOTE – the motion was adopted by majority vote with all members voting "yes" with the exception of Mr. McCrady, Ms. Kuhl, and Mr. Reed, who voted "no".

Resolution #3 will be voted on after the ordinance on final reading for the police raises.

#### ORDINANCE, FINAL READING

##### AN ORDINANCE AUTHORIZING MAYOR JOYCE TO EXECUTE A LOAN CONTRACT WITH THE U.S. DEPARTMENT OF HOUSING AND DEVELOPMENT FOR THE PURPOSE OF CONSTRUCTING A NEW FIRE STATION AT 16<sup>TH</sup> AND COVERT STREET

WHEREAS, Parkersburg City Council previously authorized Mayor Joyce to submit a Section 108 Loan Application to the U.S. Department of Housing and Urban Development (HUD), and WHEREAS,

HUD approved said application in their Commitment Letter dated May 30, 2018, and

WHEREAS, in order to execute the Contract for Loan Guarantee Assistance, the City of Parkersburg must provide the necessary collateral, and

WHEREAS, said collateral shall be at least one hundred and twenty-five (125) percent of the principal loan amount, which is \$1.5 million, and

WHEREAS, the City of Parkersburg owns the Municipal Building (One Government Square) free and clear of any liens or liabilities,

October 23, 2018

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Parkersburg does hereby authorize Tom Joyce, Mayor to execute the City's Section 108 Loan contract with HUD, and that the Municipal Building, with a physical address of One Government Square, shall be used as collateral for said loan.

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

ORDINANCE, FINAL READING:

AN ORDINANCE AMENDING AND RE-ENACTING  
THE CLASSIFICATION AND COMPENSATION PLAN FOR THE  
CITY OF PARKERSBURG, TABLE III, POLICE CIVIL SERVICE  
NON EXEMPT POSITION CLASSIFICATIONS

GRADE	POSITION TITLE	CURRENT	proposed
CS-2	Police Officer	\$17.47	\$20.00
cs-5	Police Sergeant	\$19.49	\$22.02
cs-8	Police Lieutenant	\$21.00	\$23.53
cs-9	Police Captain	\$22.52	\$25.05

COLLEGE INCENTIVE:

Associate's Degree	\$312.00 per year
Bachelor's Degree	\$624.00 per year
Master's Degree	\$936.00 per year

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

RESOLUTION #3

RESOLUTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Mayor, his designee, be authorized to request approval from State Auditor's Office for the following budget revision within the General Fund for the Fiscal Years 2018-2019 prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, and to make said budget revisions upon the State Auditor's approval:

GENERAL FUND					
ACCOUNT	DESC	CURRENT	PROPOSED	REVISED	COMMENTS
FUND BAL					
444-566-420	Fund balance	10,157,103	260,337	10,417,440	FY 18 surplus
POLICE DEPT					
700-103-303	Capt salary	108,638	6,898	115,536	rate adjust
304	Lt. salary	245,419	17,245	262,664	
305	Serg salary	391,789	31,041	422,830	
309	Patrolmen salary	2,131,709	195,622	2,327,331	
706-104-000	FICA	79,231	3,637	82,868	
706-226-005	workers' comp	87,440	5,894	93,334	
		\$260,337			

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

October 23, 2018

## ORDINANCE, FINAL READING:

AN ORDINANCE VACATING REMAINING UTILITY RIGHT-OF-WAY  
WITH AN ABANDONED UNNAMED 20' WIDE BY 600' LONG  
RIGHT-OF-WAY, BETWEEN POPLAR & WALNUT STREET  
, AND 30<sup>TH</sup> & 31<sup>ST</sup> STREET, PREVIOUSLY VACATED (CITY  
ORD. #042), AND LOCATED ON PARKERSBURG CITY TAX MAP 37.

The Municipal Planning Commission of the City of Parkersburg has recommended that the remaining utility Right-of-Way within an abandoned unnamed 20' wide by 600' long right-of-way, between Polar & Walnut Street and 30<sup>th</sup> & 31 Street, be released;

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

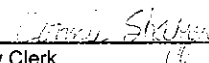
WHEREAS, the City abandoned this unnamed right-of-way, per City Ordinance #042 on February 14<sup>th</sup>, 1980 but retained a utility Right-of-Way.

WHEREAS, the Parkersburg Utility Board, Fire and Police Department do not object to the City releasing its permanent easement for the purpose of ingress and egress, over, along and under said parcel for the installation, maintenance, location, relocation, and removal of all public utilities of any kind,

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS that the utility Right-of-Way retained by the City within the abandoned 20' by 600' unnamed right-of-way, be released.

MOTION – Mr. Reynolds moved, seconded by Ms. Kuhl, to adopt the ordinance on final reading, and the motion was adopted by majority vote with all members voting "yes" with the exception of Mr. Fox, who voted "no".

The meeting adjourned at 8:00 PM.

  
\_\_\_\_\_  
City Clerk


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

RESOLUTION

WHEREAS, the West Virginia Highway Safety Grant Program assists local governments with overtime reimbursements for aggressive driving enforcement patrols: and

WHEREAS, the funds allocated to the City of Parkersburg are funded through the Governors Highway Safety Program to the City of Parkersburg; and

WHEREAS, the City of Parkersburg has been allocated approximately Sixty Thousand Dollars (\$60,000.00) for overtime enforcement activities for the period of October 1, 2018 through September 30, 2019



NOW THEREFORE BE IT RESOLVED by the City Council of the City of Parkersburg that they agree to the grant conditions of the WV Highway Safety Grant Program and authorizes the City to enter into a contractual agreement with the Governors Highway Safety Program to claim overtime reimbursement from this grant

Sponsored by: Councilmen

**CONDITIONS & ASSURANCES**

**The applicant hereby certifies and assures that it shall comply with the following regulations, policies, guidelines, and requirements of the Governor's Highway Safety Program as further clarified in the Highway Safety Administrative Manual.**

1. The applicant hereby certifies it has legal authority to apply for the grant: that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of this proposal/application, including all understandings and assurances contained therein, and directly authorizes the person identified as the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. **RELATIONSHIP.** The relationship of the Sub-Grantee to the Governor's Highway Safety Program shall be that of an independent contractor, not that of a joint enterprise. The Sub-Grantee shall have no authority to bind the Governor's Highway Safety Program for any obligation or expense without the express prior written approval of the Governor's Highway Safety Program.
3. **LAW OF WEST VIRGINIA.** The proposal/application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the Governor's Highway Safety Program.
4. **ACCESS TO RECORDS.** The Governor's Highway Safety Program through any authorized representative will have access to and the right to examine all records, books or documents related to the proposal/application/contract/grant, and to relevant books and records of contractors.
5. **USE OF FUNDS.** Funds awarded by the Governor's Highway Safety Program may be extended only for the purpose and activities specifically covered by the Sub-Grantee's approved project description and budget.
6. **ALLOWABLE/UNALLOWABLE COSTS.** The allowability/unallowability of costs incurred under this grant shall be determined in accordance with general principles and standards for selected cost items set forth in the Highway Safety Administrative Manual.
7. **REPORTS & SUSPENSIONS.** The Sub-Grantee shall submit, at such times and in such form as may be prescribed, such reports as the Governor's Highway Safety Program may reasonably require, including but not limited to fiscal and program progress reports. Failure to submit any required report (i.e. Progress, Fiscal, Activity, etc.) by close of business (C.O.B.) on the designated due date may result in suspension of the project. To reinstate the project, a letter of explanation signed by the Authorized Official, the Project Director, and the Fiscal Director must be submitted promptly to the Governor's Highway Safety Program. More than one suspension in any twelve (12) month project period will automatically terminate the project for the remainder of the project's funding period.
8. **SANCTIONS FOR NONCOMPLIANCE.** In the event of the Sub-Grantee's noncompliance with the terms, conditions, covenants, rules or regulations of this grant, the Governor's Highway Safety Program shall impose such contract sanctions as it may deem appropriate, including but not limited to: a) Withholding of payments to the Sub-Grantee until the Sub-Grantee complies, or b) Cancellation, termination or suspension of the contract in whole or in part, or c) Refrain from extending any further assistance to the Sub-Grantee until satisfactory assurance of future compliance has been received from the Sub-Grantee.
9. **WRITTEN APPROVAL OF CHANGES.** The Sub-Grantee must obtain prior written approval from the Governor's Highway Safety Program for all changes relating to the scope of the project and for all financial adjustments between major budget categories.
10. **MATCHING CONTRIBUTION.** The Sub-Grantee will have available, and will expend as needed, adequate resources to defray that portion of the total costs as set forth in the proposal as "Local Funds" and as approved by the Governor's Highway Safety Program.
11. **PROJECT INCOME.** All income earned by the Sub-Grantee as a result of the conduct of this project, must be accounted for and included in the total budget.
12. **DISCRIMINATION PROHIBITED.** No person shall, on the grounds of race, color, sex, national origin, religion, disability, or age be excluded from participation in, be refused the benefits of, or to be otherwise subjected to discrimination under grants awarded by the Governor's Highway Safety Program.
13. **FEDERAL GRANT REQUIREMENTS AND CONTRACTS.** The agency shall comply with the following statutes and implementing regulations as applicable: The Agency shall comply with the following statutes and implementing regulations as applicable: a) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; b) 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other relevant Federal regulations covering the Highway Safety Program; c) 5 U.S.C. §1501-1508 and 5 CFR Part 151 "Political Activity of State and Local Offices, or Employees" (HATCH ACT); d) 23 U.S.C §313 Buy America; and e) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.



14. **FEDERAL LOBBYING.** The Agency agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
15. **STATE LOBBYING.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect ("grassroots") lobbying activities.
16. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS.** a) The prospective lower tier participant (the Agency) certifies, by submission of this contract proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Federal Agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
17. **PROHIBITION OF USING GRANT FUNDS TO CHECK FOR HELMET USAGE.** The State and each sub-recipient will not use 23 U.S.C. Chapter 4 Grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
18. **AUDIT.** It is the responsibility of the Sub-grantee to provide for the performance of an independent audit as detailed in the Highway Safety Administrative Manual. The Sub-Grantee further agrees to submit a copy of each audit to the Governor's Highway Safety Program, including a systematic statement for the timely and appropriate resolution of findings or recommendations.
19. **CONSULTANT/CONTRACTS.** No agreement or contract may be entered into by the Sub-Grantee for the execution of project activities or provisions of service which is not incorporated in the approved grant, and/or without the prior written permission of the Governor's Highway Safety Program. Grant approval does not constitute consultant/contract approval.
20. **PROPERTY ACCOUNTABILITY.** The Sub-Grantee shall establish and administer a system to control, protect, preserve, use, maintain, and dispose of any property or equipment furnished by the Governor's Highway Safety Program. The obligation continues as long as the property is retained by the Sub-Grantee notwithstanding the expiration of this agreement. Prior to the sale, trade-in, or disposal of property, disposition instructions will be obtained from the Governor's Highway Safety Program. The Sub-Grantee assures that all property shall be made available to the Governor's Highway Safety Program for inspection/inventory at the request of the Governor's Highway Safety Program.
21. **ACCOUNTING REQUIREMENTS.** Sub-Grantee agrees to record all project funds and costs following generally accepted accounting principles. A separate account number or cost recording must separate all project costs from the Sub-Grantee's other or general expenditures. Adequate documentation for all project costs and incomes must be maintained. Adequate documentation of financial and supporting materials, as defined in the Highway Safety Administrative Manual, must be retained and be available for audit purposes.
22. **OBLIGATION OF PROJECT FUNDS.** Funds may not, without prior written approval from the Governor's Highway Safety Program, be obligated prior to the effective date or subsequent to the termination date of the project period. Obligations outstanding as of the termination date shall be liquidated within thirty days.
23. **ASSUMPTION OF FUNDING.** The Sub-Grantee will assume the funding of improvements after a reasonable period of assistance.
24. **REPORTING OF IRREGULARITIES.** Sub-Grantees are responsible for reporting promptly to the Governor's Highway Safety Program the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of the grant or other remedial action determined by the Governor's Highway Safety Program.
25. **PUBLIC AVAILABILITY OF INFORMATION.** The Sub-Grantee agrees to comply with the terms and conditions of pertinent Federal and State Freedom of Information Acts, and to require its contractors to comply with these requirements.
26. **CONFLICT OF INTEREST.** No public official or employee of the State of West Virginia, who performs any duties under the project, may participate in any administrative decision with respect to this project, if such a decision can be expected to result in any benefit or remuneration to him or his or his immediate family.

27. **CANCELLATION PROVISION.** If this project is not started within thirty days of the grant award, the Sub-Grantee will report to the Governor's Highway Safety Program by letter the steps taken to initiate the project. If after sixty days from the date of the grant award the project is still not operational, a further statement explaining the delay will be submitted by the Sub-Grantee to the Governor's Highway Safety Program. Upon receipt of the sixty-day letter, and unless warranted by extenuating circumstances, the Governor's Highway Safety Program will cancel the project and redistribute the funds to other projects.
28. **CRIMINAL PENALTIES.** Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property which are the subject of this grant, or whoever knowingly and willingly falsifies, conceals or covers up by trick, scheme, or device any material fact in any application/contract for assistance submitted to the Governor's Highway Safety Program shall be subject to prosecution.
29. **MEETINGS.** Sub-Grantee assures that the Project Director, Fiscal Officer (or designee), and/or the Authorized Official (or designee) will attend any meeting, conference, workshop, or other similar function as deemed necessary by the Governor's Highway Safety Program for administration of this project. Additionally, the Sub-Grantee assures that the Project Director will cooperate and fully participate with staff of the Governor's Highway Safety Program and Law Enforcement Liaisons during statewide initiatives and campaigns.
30. **TRAVEL.** All out of state travel to be reimbursed under any Highway Safety grant must receive written approval in advance from the Governor's Highway Safety Program. All estimated travel expenses (per diem, registration, transportation, etc.) must be included with the request for out of state travel. All Requests for Reimbursements for travel expenses must be submitted to the Governor's Highway Safety Program within 2 months of the travel dates.
31. **PARTICIPATION.** Law enforcement agencies/officers must be an active participant in Highway Safety/NHTSA funded initiatives in order to receive any Highway Safety Program/NHTSA funded benefit, such as highway safety related equipment, training, conference attendance, reimbursement for enforcement (not to exceed the officer's time and one-half rate of pay), etc.
32. **STATEWIDE MEDIA.** Statewide media costs incurred by the GHSP are accepted and recognized by the Grantee as a supplemental benefit to complement their local and regional law enforcement efforts.
33. **SEAT BELT POLICY.** Any law enforcement agency receiving Highway Safety funds must have a written seat belt use policy in place for their agency. A copy of this policy, which must outline sanctions for non-compliance with the policy, must be on file with their respective Regional Coordinator.
34. **REGIONAL COORDINATOR.** In the event that the position of Regional Coordinator becomes available, the Governor's Highway Safety Program must be involved in the selection process of filling the position and must give final approval of hiring the individual selected.
35. **REQUIRED ACTIVITIES.** Failure to complete the "Coordinator's Required Activities" may result in temporary or permanent suspension of the program. It is imperative to the success of the Highway Safety Program that these activities be implemented. If a particular activity cannot be completed, a written detailed explanation must be submitted to the Program Manager as to why it cannot be completed.
36. **FINAL REQUEST FOR REIMBURSEMENT.** Sub-grantees must submit a Final Request for Reimbursement to the Governor's Highway Safety Program no later than November 15 for the preceding fiscal year and must include all expenditures made prior to October 1. Any Request for Reimbursement submitted after November 15 for funds expended prior to October 1 of the preceding fiscal year will be denied.
37. **EQUIPMENT.** Computers/laptops/tablets/in-car video cameras may not be purchased by any sub-grantee without prior written approval by the Director, Federal Programs Administrator, or State Programs Administrator of the GHSP. Any equipment with a total cost of \$5,000 or more per item must receive written prior approval from the NHTSA Region 3 office (and submitted by the GHSP). Additionally, any individual item costing \$5,000 or more must meet the BUY AMERICA guidelines set forth by NHTSA.

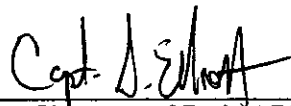
In accordance with the Conditions and Assurance Pages 5 - 7, and without limiting same, we certify this application is an accurate and complete description of the project to be considered for receiving Highway Safety funds. We further agree this application shall be binding upon the applicant, assignees, transferees, lessees, and successors in interest. These assurances shall also be binding through every modification or amendment to the project.



Signature of Authorized Official  
(Required)

10/12/18

Date



Signature of Project Director  
(Required)

10-12-18


Date

Special Conditions

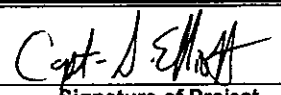
1. Travel line item in 402 is for travel to and from GHSP-approved meetings/trainings, such as Roundtable meetings.
2. All agencies must submit requested data to the Data Tracking & Agency Support Program (DTASP) on time, monthly, to qualify to work highway safety OT.
  - a. Any agencies awarded funds through the fiscal agency must also stay current with DTASP and submit accurate data, to qualify to work highway safety OT.
3. All agencies awarded funds through the fiscal agency must sign an agency agreement each grant year, and it must be kept on file with the fiscal agency.
4. When working any highway safety enforcement program, that program is considered zero tolerance. Example: while working distracted driving enforcement, there is zero tolerance for cell phone use. Citations only.
  - a. Seat belt usage and impaired driving are always zero tolerance, whether they occur while working seat belt enforcement, impaired driving enforcement or any other paid enforcement.
5. All agencies (who are in good standing with the GHSP, regional program, fiscal agency and DTASP) are permitted to work all national and state enforcement periods listed here:
  - a. National Click it or Ticket (CIOT) Blitz, designated dates in May 2019
  - b. State CIOT Blitz, designated dates in November 2018
  - c. State CIOT Blitz, designated dates in March 2019
  - d. State CIOT Blitz, designated dates in August 2019
  - e. National Drive Sober or Get Pulled Over (DSOGPO) Enforcement, designated dates in December 2018
  - f. National DSOGPO Enforcement, designated dates in August/September 2019
  - g. State DSOGPO Enforcement, designated dates for Thanksgiving 2018, West Virginia Day 2019, Fourth of July 2019
6. Some Special Conditions will be specific to grant
  - a. WVSP emphasis counties
    - i. Region 2 Lincoln
    - ii. Region 4 Pleasants, Tyler, Weizer
    - iii. Region 5 Calhoun, Doddridge, Gilmer, Ritchie, Roane, Taylor, Wirt
    - iv. Region 6 Berkeley, Grant, Hampshire, Hardy, Pendleton
    - v. Region 7 Boone, Clay, Nicholas
    - vi. Region 8 Mingo, Monroe, Pocahontas, Summers
7. All media must be pre-approved by the GHSP Public Information Specialist (Aimee Cantrell) prior to production and/or purchase of spots.
8. All Target Red enforcement must be for identified problem intersections, and pre- and post-surveys must be conducted in order to be reimbursed for the time worked. Pre- and post-surveys will not be conducted on highway safety OT but on the agency's time.
9. Seat belt checkpoints must be conducted as nighttime enforcement, which starts at 6pm; these checkpoints have the same legal requirements as DUI checkpoints.
10. All DUI overtime funding should be conducted between the hours of 8 PM and 4 AM unless otherwise authorized by GHSP and the Regional/Project Coordinator. \*\* these in red are from the agency contracts, as the main agency should have the same rules as the other agencies\*\*
11. All highway safety patrols are authorized patrols of no less than two (2) hours and no more than eight (8) scheduled hours at no more than one-and-one-half times the regular pay rate. Any funds paid to officers exceeding the actual one and one-half overtime rate (benefits, social security, etc.) are not reimbursable by the grant per Federal and State regulations.
12. All highway safety enforcement must be worked in addition to regular manpower staffing. Highway safety enforcement should bring additional officers out to enforce traffic laws, in addition to officers on regularly scheduled shifts.
13. **Work Zone enforcement must take place in the work zone, 4 miles of a roadway leading into the work zone. parallel roadways adjacent to roadway under construction. up to 1**

mile stretch of any roadway that intersects a roadway under construction and roadways designated the CMV route for the purpose of CMV's avoiding roadway construction.

14. Written approval for any travel or purchase requiring prior written approval from GHSP must be attached to the reimbursement request.

  
\_\_\_\_\_  
Signature of Authorized Official  
(Required)

10/12/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Project  
Director  
(Required)

10-12-18  
\_\_\_\_\_  
Date

Resolution

Be It Resolved By The Council Of The City Of Parkersburg that the Mayor be and he is hereby authorized to sign the agreement by and between the City and the Parkersburg Utility Board for the billing and collection of solid waste collection fees and charges imposed on certain select rental properties all as more fully set forth and detailed in said Agreement attached hereto.

Sponsored By Councilpersons:

**AGREEMENT**

**THIS AGREEMENT**, Made and entered into as of this 3<sup>rd</sup> day of October, 2018, by and between the City of Parkersburg, West Virginia, acting by and through the **Parkersburg Utility Board**, hereinafter referred to as "PUB", as party of the first part, and the **City of Parkersburg**, a municipal corporation, hereinafter referred to as "Parkersburg", as party of the second part.

**WHEREAS**, the parties had previously made arrangements for PUB to bill trash collection fees for a portion of the rental properties in the City of Parkersburg, and;

**WHEREAS**, both parties still believe that the best interests of the parties is served by PUB continuing to act as Agent of Parkersburg in the billing and collection process, and;

**WHEREAS**, PUB remains willing to act as agent of Parkersburg in billing and collecting such charges under the terms as hereinafter set forth; and

**WHEREAS**, both parties agree that due to increased expenses and changes in operational procedures in the organizations of both parties that an actual written agreement needs to be put in place, and;

**WHEREAS**, the parties hereto have agreed that updated terms and conditions governing billing and collection services provided by PUB for those select Parkersburg trash customers within PUB's service boundaries is required.

**THEREFORE**, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, the parties hereto do now hereby covenant and agree as follows:

1. PUB shall act as Agent of Parkersburg in the billing and collection of trash collection fees and charges imposed by Parkersburg upon users of The City of Parkersburg's Trash Collection Service for those select rental properties.
2. PUB shall pay unto Parkersburg an amount equal to the total trash charges collected by PUB from users of The City of Parkersburg's Trash Collection Service. All fees collected during a calendar month shall be remitted to Parkersburg by PUB prior to the 15<sup>th</sup> day of the succeeding month.
3. PUB shall provide Parkersburg with a monthly report showing trash fees that have been written off as uncollectible. PUB shall not include trash fees on any account sent to the collection agency for non-payment.
4. PUB shall provide Parkersburg at the end of every month an account summary report for all Parkersburg accounts billed and collected.
5. PUB shall report on a monthly basis to Parkersburg any trash customers that PUB does not bill because of difficulty with landlord.
6. As compensation to act as Agent for Parkersburg in the billing of the services described herein, PUB shall be entitled to a monthly fee totaling 5% of the revenue collected. This fee shall be deducted by PUB at the time payment is provided for the trash charges collected.

7. PUB shall provide to Parkersburg or any auditors or accountants acting on their behalf all reasonable access to the account and billing records relating to trash customers as hereinabove defined.
8. This Agreement shall be effective November 1, 2018, and continue for a term and period of 10 years, ending on October 31, 2028, unless amended, extended or terminated by mutual agreement of both parties.
9. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of West Virginia. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.
10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
11. All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be given in writing and sent by registered or certified mail, addressed as follows:

If to PUB, to:

Parkersburg Utility Board  
 Attn: General Manager  
 125 19<sup>th</sup> Street  
 Parkersburg, WV 26101

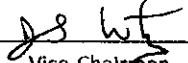
If to Parkersburg, to:

City of Parkersburg  
 Attn: Finance Director  
 1 Government Square  
 Parkersburg, WV 26101


IN WITNESS WHEREOF, THE PARKERSBURG UTILITY BOARD, has caused this agreement to be executed by John Lutz, Vice-Chairman of the Parkersburg Utility Board, and also IN WITNESS WHEREOF THE CITY OF PARKERSBURG, has caused this Agreement to be executed by Tom Joyce, Mayor of the City of Parkersburg.

Parkersburg Utility Board

City of Parkersburg, West Virginia

By:   
 Vice-Chairman

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

Witness: 

Witness: \_\_\_\_\_

**RESOLUTION**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Mayor, or his designee, be authorized to request approval from State Auditor's Office for the following budget revision within the General Fund for the Fiscal Years 2018-2019 prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, and to make said budget revisions upon the State Auditor's approval:

**GENERAL FUND**

<b>Account</b>	<b>Description</b>	<b>Current Budget</b>	<b>Proposed Adjustment</b>	<b>Revised Budget</b>	<b>Comments</b>
<b>ENGINEERING</b>					
420-103-315	OTHER SALARIES & WAGES	143,169	(12,186)	130,983	RE-ALLOC OF WAGES TO USER FEE FUND
420-104-000	FICA EXPENSE	15,823	(932)	14,891	RE-ALLOC OF WAGES TO USER FEE FUND
420-106-000	RETIREMENT EXPENSE	20,610	(1,219)	19,391	RE-ALLOC OF WAGES TO USER FEE FUND
420-226-005	WORKERS COMP PREMIUM	4,850	(286)	4,564	RE-ALLOC OF WAGES TO USER FEE FUND
<b>TRANSFERS TO OTHER FUNDS</b>					
444-566-036	TRANSFERS OUT - USER FEE FUND	1,501,700	26,000	1,527,700	TRANSFER TO USER FEE FUND
<b>CONTINGENT EXPENSE</b>					
699-226-000	CONTINGENT EXPENSE	50,000	<u>(11,377)</u>	38,623	RE-ALLOC OF CONTINGENCY TO UF FUND
GRAND TOTAL			<u>-</u>		

The above resolution proposes to re-allocate a portion of the budgeted salary and benefits for the Assistant City Engineer position, which is not expected to be filled until May of 2019, and a portion of the budgeted contingency line-item as a transfer to the User Fee Fund for the purposes of executing a change order for the Avery Street Sidewalk Contract to replace a portion of the sidewalk that was not originally within the scope of the original contract.



**RESOLUTION**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Mayor, or his designee, be authorized to revise the Adopted Budget for 2018-2019 Fiscal Year to reflect the following changes:

**USER FEE SPECIAL REVENUE FUND**

<b>Account</b>	<b>Description</b>	<b>Current Budget</b>	<b>Proposed Adjustment</b>	<b>Revised Budget</b>	<b>Comments</b>
<b>REVENUE</b>					
369-000-000	TRANSFERS IN - OTHER FUNDS	2,026,440	26,000	2,052,440	TRANSFER IN FROM GENERAL FUND
<b>CAPITAL OUTLAY</b>					
750-458-010	SIDEWALK IMPROVEMENTS	548,349	<u>26,000</u>	574,349	ADDITIONAL AVERY ST SIDEWALK WORK
			<u>          -</u>		

The above resolution proposes to revise the FY19 User Fee Special Revenue Fund to reflect a transfer in from the General Fund for the purposes of executing a change order for the Avery Street Sidewalk Contract to replace a portion of the sidewalk that was not originally within the scope of the original contract.

**RESOLUTION**


BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Mayor, or his designee, be authorized to revise the Adopted Budget for 2018-2019 Fiscal Year to reflect the following changes:

**GENERAL FUND**

<b>Account</b>	<b>Description</b>	<b>Current Budget</b>	<b>Proposed Adjustment</b>	<b>Revised Budget</b>	<b>Comments</b>
<b>POLICE DEPARTMENT</b>					
700-103-309	PATROLMEN SALARIES	2,327,331	(43,500)	2,283,831	RE-ALL OF SALARY FOR CRADLEPOINTS
700-104-000	FICA EXPENSE	82,868	(631)	82,237	RE-ALL OF SALARY FOR CRADLEPOINTS
700-226-005	WORKERS COMP EXPENSE	93,334	(1,022)	92,312	RE-ALL OF SALARY FOR CRADLEPOINTS
700-341-000	DEPARTMENTAL SUPPLIES	75,000	<u>45,153</u>	120,153	RE-ALL OF SALARY FOR CRADLEPOINTS
		<u>-</u>			

The above resolution proposes to revision the FY19 Police Department budget in the General Fund to re-allocate unused patrolmen salaries and benefits for the purposes of purchasing CradlePoint routers for cruisers to provide constant connectivity for use of the Records Management System.

An Ordinance Amending  
Section 783.03, Floodwall Maintenance  
Fees Imposed, Of Article 783,  
Floodwall Fees, Of The  
Codified Ordinances Of The  
City Of Parkersburg



Be It Ordained By The Council Of The City Of Parkersburg that Section 783.03, Floodwall Maintenance Fees Imposed, of Article 783 of the Codified Ordinances of The City of Parkersburg be and it is hereby amended with the addition of subpart (j) as follows:

783.03 (j)

The imposition of any and all future annual floodwall fees imposed under this article shall cease and be eliminated from and after January 1, 2019.

Sponsored By City Council Committee of the Whole.

The Parkersburg  
**News and Sentinel**

[www.NewsandSentinel.com](http://www.NewsandSentinel.com)

519 Juliana Street  
Parkersburg WV 26101  
Phone: 304.485.1891  
Toll Free: 800.642.1997  
Fax: 304.422.2660

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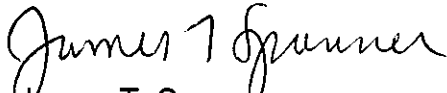
October 23, 2018

Connie Shaffer, City Clerk  
PO Box 1627  
Parkersburg WV 26102

Dear Ms. Shaffer:

As required by law, I am enclosing the properly executed forms covering circulation and qualifications for our newspapers.

Sincerely,

  
James T. Spanner  
Publisher

Enclosures



**STATE OF WEST VIRGINIA  
AFFIDAVIT OF CIRCULATION AND QUALIFICATION CHAPTER 59, ARTICLE 3,  
WEST VIRGINIA CODE**

**(This affidavit is for the fiscal year beginning July 1, 2019)**

STATE OF WEST VIRGINIA

COUNTY OF Wood;

I, James T. Spanner, being first sworn, state that: my title is Publisher, the name of the publishing firm is The Nutting Company Inc. and the name of the newspaper is Parkersburg News & Sentinel, a [please circle: ~~(Democratic, Republican,~~ No Party Affiliation)] newspaper. I have been authorized by the board of directors of the newspaper to furnish this sworn affidavit of circulation and qualification to publish legal advertisements. The average paid circulation of the newspaper during the preceding calendar year was 13,650; the newspaper has been published for at least 119 years and/or XXX months and the newspaper is regularly published at least weekly for fifty weeks or more during the calendar year, in the Municipality of Parkersburg, and in the County of Wood, State of West Virginia. The newspaper is of general circulation and interest; the newspaper has a circulation large enough to provide reasonable belief that publication of a legal advertisement will give effective notice to the residents of the publication area; the newspaper averages four or more pages in length, exclusive of any cover, per issue; the newspaper is circulated to the general public at a definite price; and, the general public relies on the newspaper for news of events of a political, religious, commercial or social nature, and current happenings, announcements, miscellaneous reading matters, advertisements and other notices.

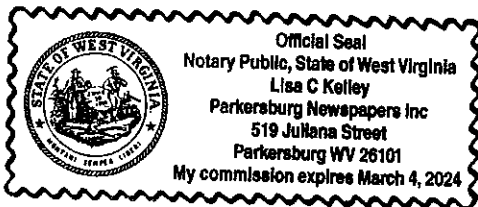
Applicable Legal Ad Rate is thirteen cents (.13) per word.

Subscribed and sworn before me this 23rd day of October, 2018.

James T. Spanner  
Authorized Official

Lisa C. Kelley  
Notary Public

SEAL



My commission expires 03/04/2024

(INCLUDE WITH THIS AFFIDAVIT A COPY OF THE STATEMENT OF OWNERSHIP, MANAGEMENT AND CIRCULATION FILED WITH THE UNITED STATES POST OFFICE IN THE CURRENT CALENDAR YEAR.)

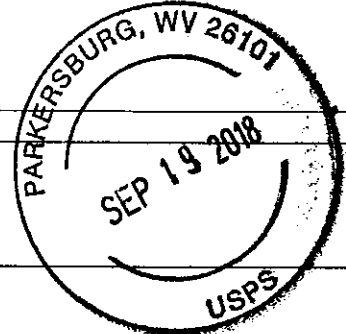
**THIS AFFIDAVIT MUST BE FILED WITH THE SECRETARY OF STATE NO LATER THAN NOVEMBER 1, 2018.**



**UNITED STATES  
POSTAL SERVICE®**

**Statement of Ownership, Management, and Circulation  
(All Periodicals Publications Except Requester Publications)**

1. Publication Title <b>Parkersburg News &amp; Sentinel</b>		2. Publication Number 4 2 2 1 - 6 0 0 0		3. Filing Date <b>September 19th, 2018</b>	
4. Issue Frequency <b>Daily and Sunday</b>		5. Number of Issues Published Annually <b>365</b>		6. Annual Subscription Price <b>\$227.00/ \$240.00</b>	
7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®) <b>519 Juliana St. Parkersburg, Wood, WV 26101</b>				Contact Person <b>James Spanner</b> Telephone (Include area code) <b>340-485-1891</b>	
8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer) <b>519 Juliana St. Parkersburg, Wood, WV 26101</b>					



9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)

Publisher (Name and complete mailing address)  
**James Spanner 707 5th St. Marietta, OH 45750**  
Editor (Name and complete mailing address)

Managing Editor (Name and complete mailing address)  
**Christina Myer 237 Mooreland Rd, Belpre OH 45714**

N/A

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
As per list furnished to the Post Office	

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box  None

Full Name	Complete Mailing Address
N/A	

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)  
The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:  
 Has Not Changed During Preceding 12 Months  
 Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

13. Publication Title		14. Issue Date for Circulation Data Below	
Parkersburg News & Sentinel		Saturday September 8th	
15. Extent and Nature of Circulation		Sunday September 2nd	
		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies ( <i>Net press run</i> )		15532/18930	14205/17574
b. Paid Circulation ( <i>By Mail and Outside the Mail</i> )	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	35/29	32/28
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	0/0	0, 0
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	13615/16586	12898/15708
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®)	0/0	0/0
c. Total Paid Distribution [Sum of 15b (1), (2), (3), and (4)]		13650/16615	12930/15736
d. Free or Nominal Rate Distribution ( <i>By Mail and Outside the Mail</i> )	(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541	0/0	0, 0
	(2) Free or Nominal Rate In-County Copies Included on PS Form 3541	0/0	0, 0
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail)	0/0	0, 0
	(4) Free or Nominal Rate Distribution Outside the Mail ( <i>Carriers or other means</i> )	433/499	190/355
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))		433/499	190/355
f. Total Distribution (Sum of 15c and 15e)		14083/17114	13120/16091
g. Copies not Distributed ( <i>See Instructions to Publishers #4 (page #3)</i> )		1449/1816	1085/1483
h. Total (Sum of 15f and g)		15532/18930	14205/17574
i. Percent Paid (15c divided by 15f times 100)		97/ 97	98.5 / 97.8

\* If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.



16. Electronic Copy Circulation	Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Paid Electronic Copies ▶	203/203	190/190
b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies (Line 16a) ▶	13853/16818	13120/15926
c. Total Print Distribution (Line 15f) + Paid Electronic Copies (Line 16a) ▶	14286/17317	13310/16281
d. Percent Paid (Both Print & Electronic Copies) (16b divided by 16c × 100) ▶	97/97	99/ 98

I certify that 50% of all my distributed copies (electronic and print) are paid above a nominal price.

17. Publication of Statement of Ownership

If the publication is a general publication, publication of this statement is required. Will be printed  
in the October 3rd, 2018 issue of this publication.

Publication not required.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner

Date

*James T. Franer, Publisher*

*9-18-18*

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).