



The City of Morgantown

389 Spruce Street
Morgantown, West Virginia 26505
(304) 284-7439 Fax: (304) 284-7525
www.morgantownwv.gov

Office of the City Clerk

AMENDED AGENDA **MORGANTOWN CITY COUNCIL** **REGULAR MEETING**

City buildings remain closed to the public to protect public health during the COVID-19 pandemic. Personal attendance at the meeting will not be permitted. The public may participate in the public hearings and public portion by videoconference at the following link: <https://zoom.us/j/900638172> with meeting ID 900 638 172 or calling in to 646-558-8656 with meeting ID 900 638 172.

All members of the public may view the meeting on Channel 15 and by streaming hosted on the City's website at www.morgantownwv.gov. If you do not wish to speak at the meeting, please view it by these methods to conserve capacity on the videoconference.

Any person who wishes to speak at the meeting may complete the form at <http://morgantownwv.gov/FormCenter/Public-Comment-Sign-Up-Sheet-March-24-20-14/Public-Comment-Morgantown-City-Council-M-56> or provide their name, phone number they will use to participate, and the topic on which they would like to speak by texting 304-288-0847 or calling 304-288-7072. You may sign up to speak at any time until the meeting begins. Additionally, the public may submit written comments for the public hearings and public portion of the meeting by sending written comments via email to the City Clerk at cwade@morgantownwv.gov. In the email, please use the subject line "Public Comment 3/24/20" and indicate in the body of the email if you would like your comment read aloud during the public hearing or public portion of the meeting.

March 24, 2020
7:00 p.m.

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **PLEDGE TO THE FLAG:**
4. **APPROVAL OF MINUTES:** March 3, 2020, Special Meeting minutes; March 3, 2020, Regular Meeting minutes; and **March 17, 2020, Emergency Meeting minutes.**
5. **CORRESPONDENCE:**
6. **PUBLIC HEARINGS:**
 - A. AN ORDINANCE AUTHORIZING AN EASEMENT TO MONPOWER AT THE MORGANTOWN MUNICIPAL AIRPORT
 - B. AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF MORGANTOWN FOR THE FISCAL YEAR 2020-2021
7. **UNFINISHED BUSINESS:**
 - A. Consideration of APPROVAL of (SECOND READING) of AN ORDINANCE AUTHORIZING AN

EASEMENT TO MONPOWER AT THE MORGANTOWN MUNICIPAL AIRPORT (*First reading March 3, 2020*)

- B. Consideration of **APPROVAL** of (**SECOND READING**) of **AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF MORGANTOWN FOR THE FISCAL YEAR 2020-2021** (*First reading March 3, 2020*)

A. BOARDS & COMMISSIONS:

8. **PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION:**

9. **SPECIAL COMMITTEE REPORTS:**

10. **CONSENT AGENDA:**

11. **NEW BUSINESS:**

- A. Consideration of **APPROVAL** of **A RESOLUTION APPROVING THE DISBURSEMENT AGREEMENT FOR THE SUNNYSIDE TIF**

12. **CITY MANAGER'S REPORT:**

Information:

- A. 2020 Census

- B. City's Statement about the Coronavirus (COVID – 19) in West Virginia

- C. **FY 2021 BOPARC Budget**

New Business:

- A. **Award Bid for Removal of Underground Storage Tank at City Garage**

- B. **Emergency Allocation to Combat Homelessness Needs**

13. **REPORT FROM CITY CLERK:**

14. **REPORT FROM CITY ATTORNEY:**

15. **REPORT FROM COUNCIL MEMBERS:**

16. **EXECUTIVE SESSION:** Pursuant to West Virginia State Code Section 6-9A-4(b) (9) to discuss potential or pending litigation.

17. **EXECUTIVE SESSION:** Pursuant to West Virginia State Code Section 6-9A-4(b) to discuss acquisition of Real Estate in the Second Ward.

18. **ADJOURNMENT:**

Please contact us at (304) 284-7434 with any questions

SPECIAL MEETING
March 3, 2020

The Special Meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, March 3, 2020, at 6:04 p.m.

PRESENT: Mayor William A. Kawecki, Deputy Mayor Rachel Fetty, and Council Members, Jenny Selin, Dave Harshbarger, and Barry Wendell. Zackery Cruze and Ron Dulaney were absent.

The meeting was called to order by Mayor Kawecki.

EXECUTIVE SESSION: Pursuant to WV State Code Section 6-9A-4(b) (2) (A) motion by Harshbarger, second by Selin, to go into Executive Session to discuss personnel matters in considering appointments for Boards and Commissions. Motion carried by acclamation. Mayor and City Council Members present. Time: 6:05p.m.

INTERVIEWS FOR: Health & Wellness Commission

6:00 p.m. – Hannah Keyser – Health & Wellness Commission

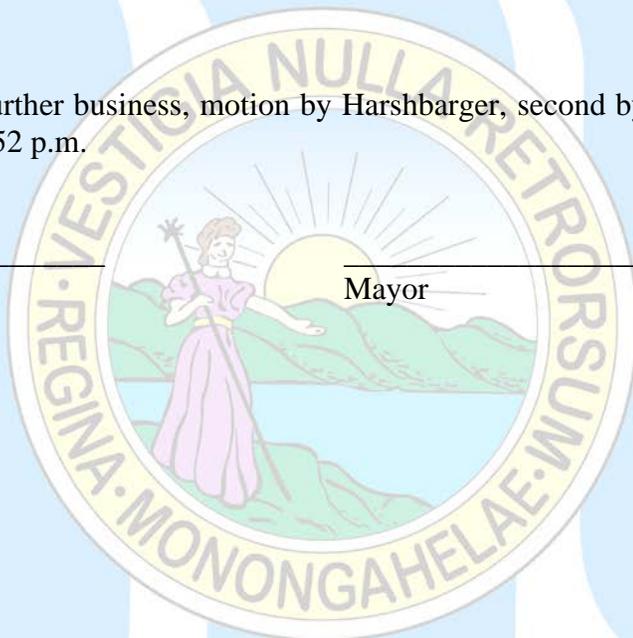
6:20 p.m. – Olivia Pape – Health & Wellness Commission

ADJOURNMENT:

There being no further business, motion by Harshbarger, second by Wendell, to adjourn the special meeting. Time: 6:52 p.m.

City Clerk

Mayor



**AN ORDINANCE AUTHORIZING AN EASEMENT TO MONPOWER AT THE
MORGANTOWN MUNICIPAL AIRPORT**

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached easement agreement, which is incorporated by reference into this Ordinance, together with any ancillary documents necessary to the easement.

This ordinance is effective upon adoption.

First Reading:

Mayor

Second Reading:

Adopted:

Clerk

Filed:

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed this ____ day of _____, 2020, by and between THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, party of the first party, GRANTOR, and MONONGAHELA POWER COMPANY, an Ohio corporation duly authorized to conduct business in the state of West Virginia, party of the second part, GRANTEE.

WITNESSETH: That for and in consideration of the payment of **Eleven Thousand Three Hundred Ninety-four dollars and zero cents (\$2,278.80)**, cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration hereinafter detailed, GRANTOR does now hereby grant and convey unto the GRANTEE, its successors and/or assigns, a non-exclusive right-of-way and easement for the laying, relaying, constructing, reconstructing, placing, replacing, repairing, operating, maintaining, and removing the following:

- (1) approximately **One Thousand Two Hundred Sixty-six feet (1266')** of subsurface 1.5-inch high-density polyethylene conduit housing electric distribution lines,
- (2) A **Thirteen-foot by Seven-foot** subsurface vault,
- (3) A single aboveground pole, not to exceed **39** feet in height, in the location identified in the FAA 1A Survey Certification and subject to all conditions in the Determination of No Hazard to Air Navigation included in **Exhibit 1** to this Agreement, or as authorized by application approved by GRANTOR and under FAA form 7460-1 and in adherence to the Grant Assurances required under Federal Aviation order 5190.6b, or the successor forms or orders thereto.
- (4) Related facilities that are necessary and appurtenant to the facilities identified in the foregoing paragraphs (1) to (3) such as conductor, transformers, anchors, guys, and appurtenances related to the electric facilities, provided that such facilities are placed underground or are authorized by a Determination of No Hazard to Air Navigation issued by FAA.

in and upon the part of the property of Grantor described herein and lying and being within the Sixth Ward of the City of Morgantown, Monongalia County, West Virginia., and shown on Tax Map 32A, Parcel 1, being a part of the property conveyed to The City of Morgantown in a deed of record with the Office of the Clerk of Monongalia County at Deed Book 364, page 469 (the "Property").

The right-of-way and easement shall encompass the following area (the "Easement Area"):

15' Permanent Utility Easement

Beginning at an existing Mon Power utility pole bearing number H3-379 which bears, North 21 degrees 54 minutes 50 seconds West, a distance of 16.63 feet from a gate post found in the lands of N/F City of Morgantown (Tax Map 32A Parcel 1 Deed Book 364 Page 469);
Thence, through said N/F City of Morgantown (Parcel 1) for thirteen (13) lines, North 35 degrees 41 minutes 45 seconds East, a distance of 19.96 feet to a proposed utility pole;
Thence, North 65 degrees 28 minutes 50 seconds East, a distance of 16.73 feet to a point;
Thence, North 52 degrees 57 minutes 17 seconds East, a distance of 12.70 feet to a point;
Thence, North 41 degrees 14 minutes 39 seconds East, a distance of 10.95 feet to a point;
Thence, North 22 degrees 10 minutes 30 seconds East, a distance of 27.34 feet to a point;
Thence, North 04 degrees 06 minutes 16 seconds East, a distance of 227.72 feet to a point;

Thence, North 08 degrees 22 minutes 49 seconds East, a distance of 107.99 feet to a point;
Thence, North 09 degrees 12 minutes 03 seconds East, a distance of 58.40 feet to a point;
Thence, North 19 degrees 33 minutes 32 seconds East, a distance of 7.50 feet to a point;
Thence, North 19 degrees 32 minutes 38 seconds East, passing through a Proposed Underground Electric pull box at a distance of 7.50 feet for a total distance 19.96 feet to a point, said proposed permanent utility easement width for this call is 15.00 feet left and 7.50 feet right for a total width of 22.50 feet;
Thence, North 19 degrees 31 minutes 44 seconds East, a distance of 90.61 feet to a point;
Thence, North 22 degrees 45 minutes 27 seconds East, a distance of 99.73 feet to a point;
Thence, North 28 degrees 49 minutes 41 seconds East, a distance of 8.43 feet to a point on the CL of a Proposed 10' Permanent Utility Easement;
Thence, leaving said CL of Proposed 10' Permanent Utility Easement and continuing through said N/F City of Morgantown (Parcel 1) for six (6) lines, North 28 degrees 52 minutes 23 seconds East, a distance of 88.04 feet to a point;
Thence, North 32 degrees 02 minutes 40 seconds East, a distance of 28.45 feet to a point;
Thence, North 42 degrees 34 minutes 25 seconds East, a distance of 17.62 feet to a point;
Thence, North 51 degrees 03 minutes 10 seconds East, a distance of 15.04 feet to a point;
Thence, North 58 degrees 15 minutes 53 seconds East, a distance of 23.33 feet to a point;
Thence, North 59 degrees 45 minutes 20 seconds East, a distance of 320.22 to the Point of Terminus.

The Permanent Utility Easement shall be 15.00 feet in width, 7.50 feet on either side of the above-described centerline unless otherwise noted having a total area of 0.42 acres more or less, as shown on an exhibit and made a part of this description.

10' Permanent Utility Easement

Beginning at a point on a Proposed 15' Permanent Utility Easement which bears, North 14 degrees 06 minutes 06 seconds East, a distance of 698.39 feet from a gate post found in the lands of N/F City of Morgantown (Tax Map 32A Parcel 1 Deed Book 364 Page 469);

Thence, leaving said Proposed 15' Permanent Utility Easement and through said N/F City of Morgantown (Parcel 1), South 61 degrees 07 minutes 51 seconds East, a distance of 70.37 feet to the Point of Terminus.

The Permanent Utility Easement shall be 10.00 feet in width, 5.00 feet on either side of the above-described centerline having a total area of 629 square feet more or less, as shown on an exhibit and made a part of this description.

The location of said rights-of-way and easements are more particularly shown upon the drawing and description attached as **Exhibit 1** to this Agreement. There is also granted such reasonable temporary easements for construction and burial that may be needed by the GRANTEE, which temporary easements shall not interfere with airport operations and shall extend no further than thirty (30) feet on either side of the Easement Area

For the consideration aforesaid, GRANTOR does now also hereby grant and convey unto the GRANTEE, its contractors, licensees, lessees, sublessees, successors and/or assigns, the right of ingress, egress, and regress to and from the Easement Area for the purposes described in this Agreement and subject to the conditions of this Agreement.

The facility(ies) and/or structure(s) shall be constructed, maintained, and repaired at GRANTEE's sole cost and expense.

The rights granted in this Agreement, and all entry upon the Easement Area and any work to construct, install, maintain, and/or repair the facility(ies) and/or structure(s) (the "Work"), shall be subject to the following conditions:

(a) all Work shall be performed by GRANTEE, or its contractors, licensees, lessees, sublessees, successors and/or assigns, as expeditiously as possible in accordance with good construction practices and so as to minimize interference with the use of the GRANTOR's property;

(b) any surface or subsurface damage to paved areas or other improvements in the GRANTOR's property caused in whole or in part by GRANTEE, or its contractors, licensees, lessees, sublessees, successors and/or assigns, in connection with the Work shall be promptly repaired by Grantee to a condition equal to that existing before any such Work or actions were undertaken, or as directed by the City Engineer; and

(c) Whenever entry onto GRANTOR's property is required for construction, maintenance, or repairs, GRANTEE, or its contractors, licensees, lessees, sublessees, successors and/or assigns, shall obtain approval from an authorized representative of GRANTOR prior to entry, and shall conduct such entry only at such times as permitted by Grantor, provided that GRANTOR shall exercise its best efforts to ensure prompt approval of entry and approval shall not be unreasonably withheld;

(d) GRANTOR will not be responsible for repair or replacement of any item or material placed in the property pursuant to this Agreement, or of any item relying upon materials or items placed in the property;

(e) In the event the property or work of GRANTEE would compromise the safety of life or property upon or adjacent to GRANTOR's property, at the direction of the City Engineer, GRANTEE shall promptly repair the condition compromising safety and restore the surface or subsurface damage to GRANTOR's property to a condition equal to that existing before any such Work or actions were undertaken.

(f) GRANTOR retains the right to fill, excavate, erect structures upon, and otherwise alter the ground and elevation thereof above GRANTEE's facilities placed pursuant to this easement and right-of-way agreement, and GRANTOR shall not be responsible for any costs incurred by GRANTEE as a result of such activities. Each and every obligation of GRANTEE to repair or restore property shall include the duty to restore the property to the elevation, contour, and condition of the property as it existed immediately prior to GRANTEE's Work, regardless of whether those conditions were the conditions in existence on the date of this Agreement;

(g) GRANTEE will place, replace, repair, maintain, and otherwise access all facilities authorized by this right-of-way and easement agreement by directional boring and will not perform excavation to access such facilities, subject only to the following exceptions:

- (1) placement of the aboveground pole and placement or repair of lines or wires that may be attached thereto;
- (2) placement or repair of the subsurface vault;

(3) upon prior written approval of GRANTOR to access facilities by excavation or other means.

(h) If requested by GRANTOR, GRANTEE shall relocate said facilities to a mutually agreeable location on GRANTOR's lands, at GRANTEE's expense, when determined necessary by GRANTOR in connection with maintenance or improvements to GRANTOR's property. If GRANTOR requires that relocation will occur outside the Easement Area, the parties will enter into a separate agreement providing for dedication of the new easement area and abandonment of the easement where facilities will no longer be located.(i) GRANTEE shall name GRANTOR as an additional insured on its insurance policy covering the Work and shall provide evidence of the same upon demand by Grantor.

GRANTEE and its successor and assigns do hereby agree to defend, indemnify, hold harmless, and release the City from any and all claims, demands, lawsuits, or liability in any way related to the use of the right-of-way and easement granted in this Agreement, including without limitation the conduct of the Work and the function of any structure(s) placed in the easement area, except for claims based only upon the negligence of GRANTOR, others acting on GRANTOR's behalf, or causes outside of the control of Grantee.

(j) Upon either the removal of the subsurface structure(s) placed in the easement area or the cessation of use of such structure(s) for a period of 6 months, the easement to GRANTEE and its successors and assigns shall terminate, and no additional or other use of the easement area will be permitted; provided, however, that the defense and indemnity obligations of GRANTEE and its successors and assigns shall survive the termination of the easement.

This right-of-way and easement is subject to all exceptions, reservations, conditions, restrictions, easements, protective and restrictive covenants, and rights-of-way of record in the Office of the Clerk of Monongalia County, West Virginia or capable of observation affecting the Property. This right-of-way and easement is subject to all rules and regulations of, and obligations to, the Federal Aviation Administration, including without limiting the generality of the foregoing the "Master Agreement on Terms and Conditions of Accepting Airport Improvement Program Grants" issued by the Federal Aviation Administration, as it may be amended, revised, renamed, or restated.

This Agreement shall be binding upon the parties and their respective successors and/or assigns. The rights of way and easements granted herein shall be appurtenant to and run with the land thereby benefited and burdened.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

DECLARATION OF CONSIDERATION

Under the penalties of fine and imprisonment as provided by law, the undersigned hereby declares that the transfer involved in the document to which this Declaration is appended is a transfer to or from the State of West Virginia, or to or from any of its instrumentalities, agencies or political subdivisions, and therefore is not subject to West Virginia excise tax and is exempt under the provisions of Chapter 11, Article 22, Section 1 of the West Virginia Code, 1931, as amended.

WITNESS the following signature and seal:

THE CITY OF MORGANTOWN, West Virginia,
a municipal corporation

By: _____
Paul J. Brake, ICMA-CM, C. Ec. D.
Its: City Manager

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, TO-WIT:

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby CERTIFY that Paul Brake, The City Manager of City of Morgantown, West Virginia, a municipal corporation, whose name is signed to the foregoing agreement, has this day sworn to, affirmed, subscribed and acknowledged the same before me in said County, as the free act and deed of said corporation, upon authority duly granted.

Given under my hand this ____ day of _____, 2020.

My commission expires: _____.

{SEAL}

Notary Public

Prepared without title examination on behalf of Grantor by Ryan Simonton, Kay Casto & Chaney, PLLC, 1085 Van Voorhis Rd., Suite 100, Morgantown, WV 26505.

EXHIBIT 1

Easement Area and Detail



DESCRIPTION OF EASEMENTS
showing
PROPOSED PERMANENT UTILITY EASEMENTS
for
FIRST ENERGY CORPORATION

A CERTAIN EASEMENT SITUATE ALONG UNITED STATES ROUTE 119, MORGANTOWN 6TH WARD DISTRICT, CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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FAA 1A SURVEY CERTIFICATION

Applicant: First Energy Corporation

Site Address: 230-76 Co Rd 857
Morgantown, WV 26505

Structure Type: Proposed Pole
 Existing Pole
 Roof Top
 Water Tank
 Other _____

Geographic Location

NAD83 Latitude: 39° 38' 59.60" North
NAD83 Longitude: 79° 55' 14.91" West
NAVD88 Elevation: 1233.08 feet @ ground

Pole Details

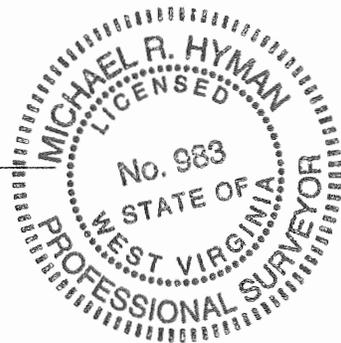
Proposed Pole:

| Feature | Height of Pole | Elevation (AMSL) |
|-------------|----------------|------------------|
| Top of Pole | 39' | 1272.08' |

Certification: I certify that the geographic location of the proposed pole shown above was determined using GPS VRS observations and is accurate to within ± 20.0' horizontal and ± 3.0' vertical.

Signature:


Michael R. Hyman, PS 983



Thrasher Group Project: 101-050-7040
Date Field Work: April 18, 2019

City of Morgantown

Finance Department

389 Spruce Street

Morgantown, WV 26505

Phone (304) 284-7407/Fax 7418

jgoff@morgantownwv.gov

MEMO

DATE: 3/12/2020

TO: Paul Brake, City Manager

FROM: James Goff, Finance Director

RE: Fiscal Year 2020-2021 Updated Budget

Attached herewith is the updated budget ordinance. The following changes have been updated:

- Property Tax Revenues have been reduced by \$86,267 based on a reduction in the assessed values received from the Assessor's Office.
- Administrative Fees received from the Parking Authority have been increased by \$8,500.
- Fire Protection Fees have been increased by an additional \$435,000 or 13%.
- Fire Department expenditures for personnel services have increased by \$427,740 to fund six fire fighter positions
- The Contingency budget line has been reduced by \$70,507 to offset these changes.

Please request City Council approve this modification as a minor amendment to the budget prior to final approval of the second reading. This modification is necessary to obtain approval of the City's budget by the State Auditor's Office as required by State Code. Thank you.

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF
MORGANTOWN FOR THE FISCAL YEAR 2020-2021**

The Common Council of the City of Morgantown, West Virginia hereby ordains:

SECTION I:

That the following budget be and the same is hereby adopted for the City of Morgantown for the FY 2020-2021.

General Fund Revenues

| | |
|------------------------------------|----------------|
| Balance as of July 1, 2020 | \$ 1,180,000 |
| Taxes | 26,237,545 |
| Licenses and Permits | 410,000 |
| Intergovernmental | 446,500 |
| Charges for Services | 10,451,000 |
| Interfund Charges | 75,300 |
| Fines and Forfeiture | 500,000 |
| Miscellaneous | <u>415,700</u> |
| <u>Total General Fund Revenues</u> | \$ 39,716,045 |

Coal Severance Fund Revenues

| | |
|---|------------|
| Balance as of July 1, 2020 | \$ 5,500 |
| Coal Severance | 80,000 |
| Miscellaneous | <u>300</u> |
| <u>Total Coal Severance Fund Revenues</u> | \$ 85,800 |

TOTAL REVENUES - GENERAL & COAL SEVERANCE \$ 39,801,845

General Fund/Department Expenditures

| | |
|--|----------------------|
| Mayor and City Council | \$ 67,720 |
| City Manager | 996,368 |
| Finance | 1,157,921 |
| City Clerk | 232,884 |
| Municipal Court | 311,174 |
| City Attorney | 460,000 |
| Engineering | 611,463 |
| Personnel | 408,130 |
| Code Enforcement | 1,392,349 |
| Planning and Zoning | 439,703 |
| Elections | 31,661 |
| Information Technology | 551,547 |
| City Hall & Buildings | 789,813 |
| Police | 9,374,945 |
| Fire | 6,989,607 |
| Animal Control | 31,077 |
| Street | 2,891,949 |
| Signs & Signals | 804,287 |
| Equipment Maintenance | 634,686 |
| Garbage Department | 1,530,000 |
| Urban Landscape | 313,893 |
| Contributions | 569,279 |
| Operating Transfers Out | 8,889,710 |
| Contingency | 235,879 |
| <u>Total General Fund Expenditures</u> | <u>\$ 39,716,045</u> |

Coal Severance Fund Expenditures

| | | |
|---|----|--------------|
| Contributions to Other Funds | \$ | 80,300 |
| Contingencies | | <u>5,500</u> |
| <u>Total Coal Severance Fund Expenditures</u> | \$ | 85,800 |

| | | |
|---|----|------------|
| <u>TOTAL EXPENDITURES FOR</u> | | |
| <u>GENERAL & COAL SEVERANCE FUNDS</u> | \$ | 39,801,845 |

This Ordinance shall be effective upon date of adoption.

FIRST READING:

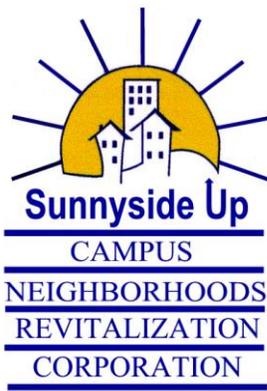
MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:



Campus Neighborhoods Revitalization Corporation

709 Beechurst Avenue, Suite 30

Morgantown, WV 26505

(304) 291-9150 Fax: (304) 943-7481

sunnysideupwv.org

March 13, 2020

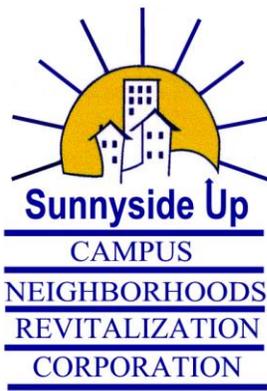
Honorable Mayor and Members of Morgantown City Council
389 Spruce Street
Morgantown, WV 26505

Dear Mayor and Council Members,

Campus Neighborhoods Revitalization Corporation (CNRC) is a 501(c)(3) non-profit organization in West Virginia, commonly referred to as "Sunnyside Up." CNRC's mission is to eliminate existing blight, improve conditions, and prevent future deterioration in the neighborhoods surrounding West Virginia University campuses. CNRC is also listed as the Developer for the Sunnyside tax increment financing (TIF) District. This TIF District is currently operating under its third project plan.

A copy of the resolution approving the amended project plan is attached (Attachment A), and the preliminary intended projects and attendant costs are identified on page 12 of that document. This project plan was initially funded by a refinancing and bond issue that raised approximately \$7.1 million for projects to implement the plan. In 2019, public right-of-way improvements to Beverly Avenue and Alley D (downhill and parallel to Beverly Avenue) were constructed with TIF funds. A design for improvements to the Sixth Street and Beverly Avenue intersection has been partially prepared and was intended for a construction project using the remainder of the TIF funds this calendar year. However, the CNRC board is requesting the funds be used to retire debt on real estate acquired along Beechurst Avenue.

The real estate along Beechurst Avenue was initially purchased by CNRC in 2017 with funds that included \$1 million of TIF funds authorized by the City under the attached Disbursement Agreement (Attachment B). The purchase was funded in part by a loan from United Bank in the approximate amount of \$2.5 million, and also by seller-financing in the approximate amount of \$1.5 million. Both debts were arranged with an initial period of interest-only payments, during which period CNRC planned to market and sell the property so that the debt could be repaid with sale proceeds. The interest-only financing period on the United Note has expired, and there is a resulting additional \$176,000 per year in debt service associated with making the principal and interest payments on that note. The seller-financed note required no repayment of principal until April of this year, and the seller retained the right to rent space in the existing structure until the principal was repaid, treating any rental receipts as interest payments on the financed amount of \$1.5 million. The total balance of the \$1.5 million seller financing is due in April. While the



Campus Neighborhoods Revitalization Corporation

709 Beechurst Avenue, Suite 30

Morgantown, WV 26505

(304) 291-9150 Fax: (304) 943-7481

sunnysideupwv.org

seller has expressed willingness to work with CNRC on either repayment or refinancing, the CNRC board's preference is to repay the balance of this note and trigger the seller's obligation to demolish the existing structure, making the property more attractive for development.

At the March 11, 2020 regular meeting, the board unanimously approved entering into the attached Disbursement Agreement (Attachment C) with the City of Morgantown to expend a total of approximately \$1,722,800 of TIF funds toward the acquisition of real estate on Beechurst Avenue.

CNRC requests that City Council authorize expenditure of \$1.5 million of TIF funds toward the repayment of the seller-financed note and the underlying real estate acquisition. The request also includes authorization to expend the \$222,800 related to debt service on the United Bank note through June 30, 2021. Due to the nature of the bonds issued, the authorization to expend TIF funds on this real estate acquisition must be accomplished by a Resolution of City Council authorizing a Disbursement Agreement similar to the one attached. This will ensure that TIF funds can be repaid to bond holders upon the eventual sale of the property. The proposed Disbursement Agreement is included for your review and consideration for approval.

If you have any questions related to this request, please feel free to contact by email or phone at cnrcinfo@sunnysideupwv.org or 304-288-0847, respectively.

Thank you,

Emily Muzzarelli

Emily Muzzarelli, PE

CNRC Interim Executive Director

RESOLUTION AUTHORIZING DISBURSEMENT AGREEMENT FOR CAMPUS NEIGHBORHOODS REVITALIZATION CORPORATION

The City of Morgantown hereby resolves that the City Manager, Mayor, and/or Finance Director are authorized to execute the attached "Disbursement Agreement," together with any ancillary or other documents necessary to the transactions described therein, providing for expenditure of tax increment financing funds on property owned and operated by the Campus Neighborhoods Revitalization Corporation.

Adopted this ____ day of March, 2020.

Mayor
City of Morgantown

City Clerk
City of Morgantown

Attachment A
Resolution Approving the Amended Project Plan

Resolution Submitting TIF Application**RESOLUTION**

WHEREAS, The City of Morgantown (the "City") is authorized by the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), to create development or redevelopment districts, cause project plans to be prepared, approve project plans, issue tax increment financing obligations and take other actions to facilitate the orderly development and economic stability of the City, all as more fully set forth in the Act;

WHEREAS, on December 16, 2008, the City enacted an Ordinance creating and establishing a redevelopment district known and designated as "The City of Morgantown Redevelopment District No. 3" (the "TIF District") and approved a project plan for the TIF District (the "Original Project Plan"), including the following public improvements: water lines, storm water management, culverts and facilities, sanitary sewer lines, road improvements, streetscape systems, traffic control, pedestrian ways and systems, utility relocations, lighting and related infrastructure, land and right-of-way acquisition, demolition and site preparation necessary for and incidental to the construction/installation of public infrastructure improvements (the "Original TIF Projects");

WHEREAS, Campus Neighborhoods Revitalization Corporation ("CNRC") serves as the developer of the TIF District and has submitted a Tax Increment Financing Application to the City for its review and consideration (the "Application") proposing the amendment of the Original Project Plan to include additional phases of development (the "Amended Project Plan");

WHEREAS, the City did, on June 20, 2017, following proper notice thereof, hold a public hearing with respect to the Application wherein interested parties were afforded a reasonable opportunity to express their views on the proposed Amended Project Plan;

WHEREAS, the City has, following such public hearing, found and determined that the approval of the Amended Project Plan will benefit the City and its residents by facilitating the orderly development and economic stability of the City, and that development therein will encourage investing in job-producing, private development and expand the public tax base of the City, that future capital improvements will result in the increase in the value of property located in the TIF District and will encourage increased employment and business activity within such area and will serve a public purpose of the City; and

WHEREAS, the City now desires to submit the Application to the West Virginia Development Office for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGANTOWN, AS FOLLOWS:

1. It is hereby found and determined following the public hearing thereon that the Application, as submitted to the City, is approved and is in form and substance suitable for submission to the West Virginia Development Office for its consideration of approval.

2. It is hereby found and determined that the development as set forth in the Application will not be solely used for development of commercial businesses that will unfairly compete in the local economy and that development or redevelopment is in the public interest because it will (i) discourage commerce, industry or manufacturing from moving their operations to another state; (ii) result in increased employment in the county; or (iii) result in preservation or enhancement of the tax base of the City.

3. It is hereby authorized and ordered that the City Manager cause the Application and all other necessary documentation to be submitted to the West Virginia Development Office, together with a request for approval thereof.

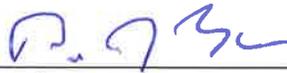
4. The Mayor, City Manager and other officials and employees of the City are hereby authorized and directed to take such actions as they shall deem appropriate in facilitating the approval of the Application.

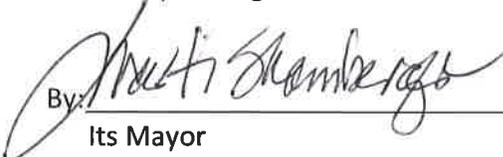
5. This Resolution shall become effective immediately upon adoption.

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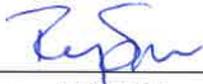
Adopted this 20th day of June, 2017.

THE CITY OF MORGANTOWN

By: 
Its City Manager

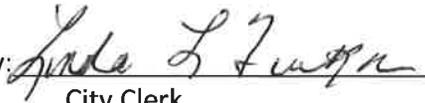
By: 
Its Mayor

APPROVED:

By: 
Its City Attorney

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The City of Morgantown, does hereby certify that the foregoing Resolution was duly adopted by the City Council of The City of Morgantown at a regular meeting duly held, pursuant to proper notice thereof, on June 20, 2017, a quorum being present and acting throughout, and which Resolution has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this 20th day of June, 2017.

By: 
City Clerk

**West Virginia
Tax Increment Financing Application**

**The City of Morgantown
Redevelopment District No. 3**

**Amendment to
Sunnyside Up Project No. 1**

June 2, 2017

Table of Contents

Section I: General Information

- (A) Applicant Information
- (B) Authorized Representative of Applicant
- (C) Project Area or District

Section II: Project Information

- (A) Description of Proposed Amendment
- (B) Estimates of Assessed Valuation and Job Creation
- (C) Public Improvements
- (D) Estimated Breakdown of Project Costs
- (E) Financing
- (F) Alternate Funding
- (G) Tax Increment Financing ("TIF") Obligations

Section III: Attachments

- Attachment 1: Map showing current boundaries of the redevelopment district.
- Attachment 2: Map showing proposed improvements and uses in the redevelopment district.
- Attachment 3: A resolution, order or ordinance finding the project is not reasonably expected to occur without the use of tax increment financing.
- Attachment 4: Copy of certification by the county assessor of the base assessed value of the property whose increment will be used for this project.
- Attachment 5: A copy of the certification by the county assessor of the current assessed value of the property in the redevelopment district.
- Attachment 6: Verification and results of the public hearings.
- Attachment 7: Notice of Public Hearing provided to West Virginia Development Office and all other local levying bodies within the boundaries of the redevelopment district.
- Attachment 8: All correspondence received from other local levying bodies and the West Virginia Development Office.
- Attachment 9: If the project was proposed by an entity other than the county or municipality submitting this application, the following, as applicable, must also be submitted: (a) Certificate of Existence; (b) Certificate of Workers' Compensation Insurance Coverage; (c) Certificate from Commissioner of Bureau of Employment Programs (Workforce West Virginia); (d) Certificate of Good Standing from State Tax Department; and (e) Certificate from Monongalia County Sheriff regarding local property tax status.
- Attachment 10: Cost-benefit analysis showing the fiscal impact on each local levying body. The analysis will consider the costs incurred by the local levying bodies and how those costs will be offset/funded. Possible costs include the effect on schools, public services, utilities, etc.
- Attachment 11: A letter from a bond counsel and/or financial underwriter stating that the proposed project could support tax increment financing bonds or other obligations and the terms and conditions of such offering.

**WEST VIRGINIA
TAX INCREMENT FINANCING APPLICATION**

SECTION I. GENERAL INFORMATION

A. APPLICANT INFORMATION

1. **County or Municipality:** The City of Morgantown (the "City")
2. **Contact Person/Title:** Paul Brake, City Manager
3. **Address:** City Hall
389 Spruce Street, Third Floor
Morgantown, WV 26505
4. **Telephone Number:** (304) 284-7405
E-Mail Address: pbrake@morgantownwv.gov
5. **Name of the proposed development or redevelopment project:** Sunnyside Up – Project Plan No. 1

B. AUTHORIZED REPRESENTATIVE OF APPLICANT

If project was originally proposed by an entity other than the county or municipality listed above, please provide a contact name and information for someone who can answer questions about the project proposal:

1. **Name/Title:** Angela Cline, Executive Director
2. **Company or Organization Name:** Campus Neighborhoods Revitalization Corporation
3. **Address:** City Hall
389 Spruce Street, Third Floor
Morgantown, WV 26505
4. **Telephone Number:** (304) 284-7405
Email Address: acline@morgantownwv.gov

C. PROJECT AREA OR DISTRICT

- Name of Redevelopment District:** The City of Morgantown Redevelopment District No. 3 (the "TIF District"). The TIF District was created pursuant to an Ordinance enacted by the City Council of the City (the "City Council") on December 16, 2008.
- Base Assessed Value:** \$75,683,593. The assessed value of the taxable property, excluding personal motor vehicles, within the TIF District as of July 1, 2007 (the "Base Assessed Value") is provided in **Attachment 4**.

SECTION II. PROJECT INFORMATION

A. DESCRIPTION OF PROPOSED AMENDMENT

Include a description of how the project fits with the overall development plans for the development or redevelopment project area or district or the overall development plans of the municipality, county, or region.

The TIF District

The ordinance creating the TIF District was enacted by the City Council on December 16, 2008 (the "Original Ordinance"). The TIF District is located in and near the "Sunnyside" district of the City. A map of the TIF District boundaries is provided in **Attachment 1**.

Existing Project Plan

In the Original Ordinance, the City approved a project plan consisting of the development, construction and installation of certain projects within the TIF District, which may be acquired and constructed in several phases, including the following public improvements: waterlines, storm water management culverts and facilities, sanitary sewer lines, road improvements, streetscape systems, traffic control, pedestrian ways and systems, utility relocations, lighting and related infrastructure, land and right-of-way acquisition, demolition and site preparation necessary for and incidental to the construction and installation of public infrastructure improvements (the "Project Plan"). Prior to the adoption by the City of the Original Ordinance, the West Virginia Development Office (the "WVDO") approved a Tax Increment Financing Application for the TIF District and a bonding capacity of \$7,500,000.

Campus Neighborhoods Revitalization Corporation, a West Virginia nonprofit corporation ("CNRC"), serves as developer of the TIF District and has completed two phases of the Project Plan. At the request of CNRC, the City previously issued its \$5,191,000 Tax Increment Revenue and Refunding Bonds Series 2014 (Sunnyside Up Project No. 2) (the "2014 Bonds") to (i) refund its \$1,700,000 Tax Increment Revenue Bonds, Series 2010 (Sunnyside Up Project Plan No. 1), which financed the first phase of the Project Plan; (ii) finance the second phase of the Project Plan, (iii) fund a debt service reserve fund and (iv) pay costs of issuing the 2014 Bonds.

Amendment to the Project Plan

CNRC is proposing to amend the Project Plan to include the development of additional phases of the Project Plan and increasing the bonding capacity granted by the WVDO from \$7,500,000 to \$15,000,000 to facilitate the completion of the additional phases of the Project Plan (the "Amended Project Plan"). See Section II(C) for additional details regarding the Amended Project Plan.

Tax Increment Financing Obligations

To finance all or a portion of the costs of the additional phases of the Project Plan, the City proposes to issue tax increment revenue bonds or other obligations (the "TIF Obligations") in an amount not to exceed \$15,000,000, with maturities not to exceed 30 years from the date of the creation of the TIF District. The TIF Obligations may be issued from time to time in one or more series. Proceeds of the TIF Obligations are generally expected to be used to (i) finance the costs of the additional phases of the Project Plan, including architectural, engineering, legal and other professional fees and expenses; (ii) refund the 2014

Bonds; (iii) fund reserve fund(s) for the TIF Obligations; and (iv) pay costs of issuance of the TIF Obligations, including preparation and approval of this Tax Increment Financing Application and related costs. A portion of the Project Plan may also be paid on a pay-as-you-go basis directly from tax increment revenues deposited in the tax increment financing fund for the TIF District (the "TIF Fund"). To the extent all or a portion of the 2014 Bonds are not refunded from proceeds of the TIF Obligations, the TIF Obligations would be issued on a parity with or subordinate to the 2014 Bonds. The maturities of the Refunding TIF Obligations shall not exceed 30 years from the date of the creation of the TIF District.

See **Section II.E** for more detailed Financing Information and **Section II.G** for additional information on the proposed TIF Obligations.

B(1):

ESTIMATES

Projected increase in assessed value of the taxable property in the redevelopment project area or district upon successful completion of the Project Plan:

Projected Increase in Assessed Values of the Taxable Property in the TIF District (\$)*

| Tax Year (July 1) | Due (April 1) | Assessed Value Property in TIF District* |
|------------------------------|--------------------------|---|
| 2007 | (Base Year) | 75,683,593 |
| 2017 | (Current Year) | 130,996,772 |
| 2018 | 2019 | 130,996,772 |
| 2019 | 2020 | 130,996,772 |
| 2020 | 2021 | 130,996,772 |
| 2021 | 2022 | 130,996,772 |
| 2022 | 2023 | 130,996,772 |
| 2023 | 2024 | 130,996,772 |
| 2024 | 2025 | 130,996,772 |
| 2025 | 2026 | 130,996,772 |
| 2026 | 2027 | 130,996,772 |
| 2027 | 2028 | 130,996,772 |
| 2028 | 2029 | 130,996,772 |
| 2029 | 2030 | 130,996,772 |
| 2030 | 2031 | 130,996,772 |
| 2031 | 2032 | 130,996,772 |
| 2032 | 2033 | 130,996,772 |
| 2033 | 2034 | 130,996,772 |
| 2034 | 2035 | 130,996,772 |
| 2035 | 2036 | 130,996,772 |
| 2036 | 2037 | 130,996,772 |
| 2037 | 2038 | 130,996,772 |

* Assessed values in the TIF District for Tax Year 2017 have been certified by the Monongalia County Assessor. Assumes no change in assessed values in the TIF District beginning Tax Year 2018.

B(2): ESTIMATES

Number of jobs to be created by this project in the project area or district. Estimated jobs are as follows:

Estimated Job Creation within the TIF District

| | | | | | |
|----------------------|---|--------------------------|------------|--------------|------------|
| Job Category: | Professional | Clerical/ Administrative | Skilled | Semi-Skilled | Unskilled |
| Wages: | \$75-\$150K | \$25-\$75K | \$40-\$75K | \$20-\$40K | \$15-\$20K |
| Benefits: | Benefits will be provided consistent with industry standards. | | | | |

All projects will be either constructed by full-time and/or part-time contract employees or bid for laborers, equipment operators, carpenters, concrete finishers, truck drivers, etc. These jobs will have reasonable expectations of producing retaining and/or contributing to approximately 82 jobs within the classes previously mentioned.

C. PUBLIC IMPROVEMENTS

Estimates of construction costs of the Amended Project Plan are set forth below. Such construction costs are anticipated to be funded in whole or in part from proceeds of TIF Obligations. All costs are estimates and the amounts listed are subject to change. See **Attachment 2** for location of improvements described below.

| Type | Estimated Cost* |
|--------------------------|--------------------|
| Relocation of steam line | \$250,000 |
| University Gateway | \$100,000 |
| Streetscaping | \$2,650,000 |
| Road Improvements | \$2,000,000 |
| Property Acquisition | ** |
| Estimated Total: | \$5,000,000 |

* Preliminary and subject to change. Includes professional services, including architect and engineering fees, accounting and legal fees, and other expenses associated with the public improvements. The estimated costs of improvements are for new projects and do not include any work previously bid or completed.

** CNRC intends to consider property acquisitions as properties become available. See **Attachment 2** for additional information.

D. ESTIMATED BREAKDOWN OF PROJECT COSTS

The Estimated Breakdown of Project Costs below are anticipated to be fully financed from TIF Obligations and from Pay-As-You-Go funds from the TIF Fund (as hereinafter defined). See **Section II.G – Tax Increment Financing Obligations** and **Section II.E – Financing** for more detailed information. The table below includes estimated contingencies and professional services costs.

| | Estimated Amount* | Proposed Financing Method |
|--|----------------------|---------------------------|
| 1. Capital Costs | | |
| 2. Financing Costs | \$ 347,780 | TIF Obligations |
| 3. Professional Services | | |
| 4. Land | | |
| 5. Relocation Costs | | |
| 6. Environmental Impact Studies | | |
| 7. Public Information | | |
| 8. Construction of Public Works | \$ 5,000,000 | TIF Obligations |
| 9. Costs of the sale/lease of City property that results in a loss to City | | |
| 10. 2014 Bonds Escrow | \$ 4,425,000 | TIF Obligations |
| 11. Reserve Fund(s) | \$ 779,220 | TIF Obligations |
| Total Project Costs: | \$ 10,552,000 | |

***Notes to Items 1 through 11:**

- 2) Estimated Financing Costs for the TIF Obligations as provided in **Section II.G**.
- 3) Estimated Professional Services costs are included in Construction of Public Works.
- 8) See **Section II.C** for estimated breakdown of project costs.
- 10) Estimated proceeds of the TIF Obligations required to refund the 2014 Bonds. The escrow requirement for the 2014 Bonds includes the TIF Obligations proceeds plus transfers of approximately \$424,672 from the 2014 Bonds Debt Service Reserve Fund. See TIF Obligations attached to **Section II.G** for a breakdown of preliminary sources and uses of the TIF Obligations.
- 11) Reserve Fund for the TIF Obligations equal to the maximum annual debt service on the TIF Obligations as provided in **Section II.G**.

Estimated Sources, Amounts, Rates and Terms ^{(1) (2)}

To finance all or a portion of the costs of the additional phases of the Amended Project Plan, the City proposes to issue the TIF Obligations in an amount not to exceed \$15,000,000, with maturities not to exceed 30 years from the date of the creation of the TIF District. Such TIF Obligations may be issued from time to time in one or more series. Proceeds of the TIF Obligations are generally expected to be used to (i) finance the costs of the Amended Project Plan, including architectural, engineering, legal and other professional fees and expenses; (ii) refund the 2014 Bonds, (iii) fund a reserve fund for the TIF Obligations; and (iv) pay costs of issuing the TIF Obligations, including preparation and approval of this Tax Increment Financing Application and related costs. A portion of the Amended Project Plan may also be paid on a pay-as-you-go basis directly from tax increment revenues deposited in the TIF Fund. To the extent all or a portion of the 2014 Bonds are not refunded from proceeds of the TIF Obligations, the TIF Obligations would be issued on a parity with or subordinate to the 2014 Bonds. The maturities of the TIF Obligations shall not exceed 30 years from the date of the creation of the TIF District.

| Sources | Amount (\$) | Interest Rate | Maturity | Anticipated Payoff | Status |
|---------------------------------|----------------|------------------|-----------------|---------------------------|---|
| TIF Obligations, Series 2017 | 10,552,000 | 4.50% | June 1, 2038 | June 1, 2032 ² | Public Hearing to be held on June 20, 2017 |
| Total | | | | | |

¹ Amounts and interest rates are preliminary and subject to change based on market conditions at the time of sale of the TIF Obligations.

² The TIF Obligations are planned to be issued with a final maturity in 2038. To the extent Excess Funds (as defined in Section II.G) are used to redeem outstanding obligations, it is projected that the TIF Obligations could pay off as early as 2032.

What alternate sources of funding have been explored? Why are they unavailable for this project?

CNRC is a West Virginia nonprofit corporation created to facilitate the redevelopment and revitalization of the "Sunnyside" neighborhood in the City and has limited funds and limited access to sources of financing to undertake and complete the Project Plan. The lack of a revenue source from implementation/operation of the Amended Project Plan improvements does not permit the City and/or CNRC to finance the Amended Project Plan without the assistance of TIF.

G.**TAX INCREMENT FINANCING OBLIGATIONS**

If TIF obligations are expected to be issued, the following information must also be included:

1. *Amount of indebtedness to be incurred:* Not to exceed \$15,000,000
2. *Other revenues to be used to finance debt (other than tax increments in the TIF Fund):* None
3. *Other monies to be deposited in TIF Fund for the development project area or district:* None
4. *If less than the full tax increment is to be used, explain how the excess will be used or distributed:*

Any principal and interest on TIF Obligations issued by the City shall be payable from the TIF Fund. Any revenues in the TIF Fund that are not: (i) used for the payment of the principal of and interest on TIF Obligations, (ii) held in reserve funds established by the issuance of TIF Obligations, (iii) held in debt service funds for the payment of capitalized interest on TIF Obligations; (iv) used to pay administrative costs and expenses in connection with the TIF District or in connection with servicing the TIF Obligations, or (v) used for approved Amended Project Plan costs within the TIF District, shall be deemed "excess funds" at the end of each fiscal year.

"Excess funds" may be used for (i) the scheduled payment of the principal of and interest on subsequent TIF Obligations, (ii) payment of accrued but unpaid debt service due to insufficient tax increment funds to make prior debt service payments on subsequent TIF Obligations, (iii) payment of annual administrative costs and expenses for servicing subsequent TIF Obligations, (iv) funding for "pay as you go" projects in the TIF District approved in a Project Plan or Project Plans pursuant to the Act, (v) distribution into current funds of the appropriate levying bodies, (vi) retention in the TIF Fund for approved future project costs and/or debt service relating to the issuance of additional tax increment revenue bonds and/or (viii) all other purposes for which TIF Fund monies may be expended pursuant to the Act. To the extent that excess funds are not used for any of the purposes set forth in this paragraph, such excess funds shall be used for early repayment of outstanding TIF Obligations in accordance with the terms thereof.

5. *Terms for early repayment of the TIF Obligations:*

The City plans to issue TIF Obligations in one or more series with a final maturity not greater than 30 years from the date of the creation of the TIF District. Upon payment in full of the outstanding principal of, interest on and redemption premium, if any, on the TIF Obligations and all administrative or annual expenses related to the TIF Obligations and/or the TIF District, the City may dissolve the TIF District; provided, however, that if the City has approved a Project Plan or Project Plans subsequent to the issuance of the TIF Obligations, the TIF District shall not be dissolved prior to its statutorily mandated termination until the obligations created on the TIF Fund by such Project Plan or Project Plans have been fulfilled.

6. *Attach a letter from a bond counsel and/or financial underwriter stating that the proposed project could support tax increment financing bonds or other obligations and the terms and conditions of such offering.*

Investment Banker: Piper Jaffray & Co.
Address: 405 Capitol Street, Suite 613
Charleston, West Virginia 25301
Telephone: (304) 343-7101
Email: joseph.e.nassif@pjc.com

A letter prepared by Piper Jaffray & Co., Investment Bank for the City is provided in **Attachment 11** stating that the TIF District could support the issuance of TIF Obligations within the limitations and subject to the assumptions stated therein.

Attachment B
Initial Disbursement Agreement

DISBURSEMENT AGREEMENT

THIS DISBURSEMENT AGREEMENT (the “Agreement”) dated as of February 7th, 2017, is by and between **THE CITY OF MORGANTOWN**, a municipal corporation and political subdivision of the State of West Virginia (the “City”), and **CAMPUS NEIGHBORHOODS REVITALIZATION COPORATION**, a West Virginia nonprofit corporation (“CNRC”).

WHEREAS, the City previously issued its \$5,191,000 Tax Increment Revenue and Refunding Bonds, Series 2014 (Sunnyside Up Project No. 2) (the “Bonds”), in part to provide funds for the development, construction and installation of certain public improvements consisting generally of some or all of the following: water lines, storm water management culverts and facilities, sanitary sewer lines, road improvements, streetscape systems, traffic control, pedestrian ways and systems, utility relocations, lighting and related infrastructure, land and right-of-way acquisition, demolition and site preparation (the “TIF Project Plan”) within The City of Morgantown Redevelopment District No.3 (the “TIF District”); and

WHEREAS, CNRC serves as the designated Project Developer for the TIF District and is responsible for the planning, development, design and facilitation of various aspects of the TIF Project Plan; and

WHEREAS, CNRC entered into an Option to Purchase Real Estate as of the 4th day of January, 2016 (the “Option”) for the purchase of certain real property and improvements thereon, situate, lying and being in the Fourth Ward of the City, located within the TIF District, as more fully set forth on Schedule A attached hereto (the “Real Property”); and

WHEREAS, CNRC desires to acquire the Real Property for purposes of facilitating redevelopment of the Beechurst Avenue corridor, including demolition of dilapidated structures thereon, site preparation, future right-of-way designation and private investment in new improvements thereon, in accordance with the TIF Project Plan for the betterment of the City and its residents and visitors; and

WHEREAS, CNRC has submitted a Requisition For Payment From Project Fund (the “Requisition”), seeking \$1,000,000.00 from Bond proceeds available therefor in the Bond Project Fund, to provide CNRC with a portion of the funds which are necessary to exercise the Option to acquire the Real Property, the remainder of such funds to be provided by CNRC from other sources; and

WHEREAS, the exercise price which is to be paid by CNRC pursuant to the Option in order to purchase the Real Property is supported by independent appraisals of such Real Property which have been obtained by CNRC; and

WHEREAS, the City and CNRC desire to enter into this Agreement to provide certain terms under which the City will disburse the requested Bond monies and will cooperatively work to redevelop the Real Property in the best interests of the City and its residents;

NOW, THEREFORE, in consideration of the foregoing recitals which are an integral part of this Agreement and premises contained herein, the parties agree as follows:

Section 1. Disbursement. The City hereby approves CNRC's request for \$1,000,000.00 to fund a portion of the cost necessary to exercise the Option to acquire the Real Property and the Requisition associated therewith in accordance with and as provided for pursuant to this Agreement.

Section 2. Conditions Precedent to Disbursement. Prior to disbursement of funds hereunder, CNRC shall provide the following to the City, each of which shall be satisfactory to the City in its sole discretion: (i) proof of ability to fully finance acquisition of the Real Property in its entirety pursuant to a single transaction, (ii) all appraisals which have been obtained by CNRC for the purpose of establishing or substantiating the exercise price for the purchase of the Real Property under the Option, (iii) copies of any reports prepared by consultants engaged by CNRC or otherwise in the possession of CNRC which evaluate the condition of the Real Property, including but not limited to any soils testing, environmental studies, survey plats or other legal descriptions pertaining to the Real Property (only if requested by the City), (iv) a copy of a title opinion report and/or title insurance commitment which shall be obtained by CNRC with respect to the Real Property, and (v) a fully executed copy of the Option, together with all amendments thereto, the terms of which indicate the legal right on the part of CNRC to exercise its rights thereunder to purchase the Real Property without the existence of any contingencies or conditions not theretofore satisfied.

Section 3. Conditions Precedent to any Resale of the Real Property. Following the exercise of the Option and the acquisition of the Real Property by CNRC, CNRC shall not thereafter sell, lease or otherwise transfer any interest in the Real Property to another party unless prior to such transfer CNRC shall have provided a redevelopment plan to the City indicating the uses of the Real Property by the transferee and the City shall have approved the same in writing (which approval shall not be unreasonably withheld, conditioned or delayed). CNRC represents and warrants that the sale or other disposition of the Real Property will be an arm's length transaction at fair market value.

Section 4. Use of Funds. CNRC represents and warrants that all amounts disbursed hereunder will only be utilized by CNRC to exercise the Option to acquire the Real Property.

Section 5. Repayment. CNRC represents and warrants that upon sale of the Real Property, in part or in whole, after satisfaction of all debt financing utilized for acquisition of the Real Property, including all bank debt and seller financing, CNRC will repay to the City all amounts disbursed hereunder. The City covenants and agrees that it will utilize any and all funds which it may receive from CNRC upon any such resale of the Real Property by CNRC solely to pay or redeem principal of the Bonds or any obligations issued to refund the Bonds in the appropriate manner in consultation with the City's Bond Counsel. Alternatively, and notwithstanding the foregoing, if the City determines to use such monies or a portion thereof to pay the costs of other qualifying tax increment financing projects in accordance with the TIF Project Plan and applicable Internal Revenue Code requirements, as the same shall be approved by Bond Counsel to the City, such monies or a portion thereof may be applied by the City to for such purpose.

Section 6. Term. This Agreement shall continue in full force and effect for a period of time which shall end on the later to occur of: (a) the passage of five (5) years from the dated

date of this Agreement, or (b) CNRC shall have sold the Real Property and any residual proceeds shall have been distributed to the City as provided in Section 5 above; provided, however that this Agreement may be earlier terminated by mutual consent of the City and CNRC.

Section 7. Rights and Remedies. If a breach or default by CNRC occurs with respect to the full and complete performance of any term, agreement or provision of this Agreement and is continuing, the City may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by CNRC of any term, agreement or provision of this Agreement. The City shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and CNRC hereby waives the right to raise such defense in any proceeding in equity. In the event of default by CNRC with respect to the representations, warranties and conditions contained herein, or an event of default as to any term of this Agreement, the City, in its sole discretion, may seek repayment, in full, of any and all amounts disbursed hereunder.

Section 8. Notices. Any notice or other communication required or contemplated by this Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when deposited in the United States mail, postage prepaid:

- (i) If intended for the City, at the following address:

The City of Morgantown, West Virginia
389 Spruce Street
Morgantown, WV 26505
Attention: City Manager

- (ii) If intended for CNRC, at the following address:

Campus Neighborhoods Revitalization Corporation
709 Beechurst Avenue, Suite 30
Morgantown, WV 26505
Attn: Executive Director

Any party may designate a different or alternate address for notices by notice given under this Agreement.

Section 9. Survival of Covenants, Representations and Warranties. All covenants, representations and warranties made by CNRC in this Agreement or other documents delivered pursuant to this Agreement shall survive the termination of this Agreement.

Section 10. No Personal Liability. No recourse shall be had for the repayment of any amounts disbursement hereunder or for any other obligations of CNRC hereunder, against any incorporator, director or officer, as such, past, present or future, either directly or through CNRC or any successor thereof, the City acknowledging and agreeing that all obligations hereunder being that of CNRC and not any of its incorporators, directors or officers.

Section 11. Choice of Law. West Virginia law shall govern this Agreement.

Section 12. Amendments. This Agreement may not be modified or amended unless such amendment is in writing and signed by the City and CNRC. No statements or representations made before or after the effective date of this Agreement by any agent or employee of the City shall be construed as approval to alter or amend this Agreement, as all such amendments or alterations shall only be made in writing after approval of the City.

Section 13. Successors and Assigns. All of the covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 14. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and this Agreement shall be construed as though it did not contain that particular invalid, illegal or unenforceable provision.

Section 15. Construction. The City and CNRC have participated equally in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as having been drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.

Section 16. No Assignment. Neither this Agreement nor any right hereunder may be assigned, in whole or in part, by CNRC to any other person or entity, without the City's prior written consent.

Section 17. Access to Records and Right to Audit. During the term of this Agreement, the City and its agents shall have the right, at CNRC's expense, to inspect, copy and audit the books and records of CNRC, during normal business hours, to evaluate compliance by CNRC with the terms, provisions, conditions, agreements representations and warranties contained in this Agreement.

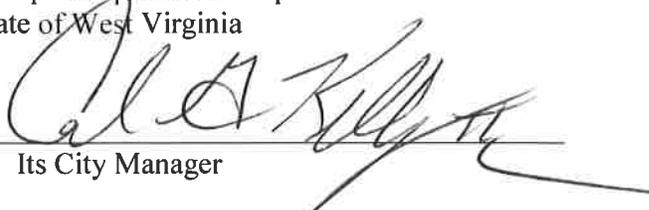
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SCHEDULE A

Those certain real properties and the improvements thereon situate in the City of Morgantown, Monongalia County, West Virginia, being (i) Tax Map 19, Parcels 36, 37, 38, and 128 and annulled alley as conveyed to **Genco** by that certain deed dated **April 4, 2005**, from **Joseph V. Panico and Antonio D. Colasante**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1291**, at page **123**; (ii) Tax Map 19, Parcels 40, 41, 42, and 44 as conveyed to **400 Block** by that certain deed dated **April 20, 2005**, from **Richard E. Panico, Sr.**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1292**, at page **271**; (iii) Tax Map 19, Parcel 43 as conveyed to **400 Block** by that certain deed dated **October 4, 2005**, from **Harmony Grove, LLC**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1304**, at page **567**; and, (iv) Tax Map 19, Parcel 45, as conveyed to **500 Block** by that certain deed dated **March 16, 2012**, from **David Kent Summers and Linda S. Moore**, which deed is of record in the Office of the County Commission of Monongalia County, West Virginia in Deed Book **1457**, at page **805**; (v) Tax Map 19, Parcels 46, 47, 47.2, 50, and 52 as conveyed to **500 Block** by that certain deed dated **April 20, 2005**, from **Richard E. Panico, Sr.**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1292**, at page **273**; (vi) Tax Map 19, Parcel 48, as conveyed to **Richard E. Panico, Sr., and Joseph V. Panico** by that certain deed dated **August 4, 2005**, from **John J. Kovach and Betty J. Kovach**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1301**, at page **3**, to be conveyed to **500 Block prior to the** closing of the Real Property; (vii) Tax Map 19, Parcels 49, and 51 as conveyed to **500 Block** by that certain deed dated **October 4, 2005**, from **Harmony Grove, LLC**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1304**, at page **569** (collectively the “Real Property”).

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

THE CITY OF MORGANTOWN,
a municipal corporation and political subdivision of
the State of West Virginia

By: 
Its City Manager

**CAMPUS NEIGHBORHOODS
REVITALIZATION CORPORATION,**
a West Virginia nonprofit corporation

By: 
Its Executive Director

Attachment C
Proposed Secondary Disbursement Agreement

DISBURSEMENT AGREEMENT

THIS DISBURSEMENT AGREEMENT (the “Agreement”) dated as of March , 2020, is by and between **THE CITY OF MORGANTOWN**, a municipal corporation and political subdivision of the State of West Virginia (the “City”), and **CAMPUS NEIGHBORHOODS REVITALIZATION COPORATION**, a West Virginia nonprofit corporation (“CNRC”).

WHEREAS, the City previously issued its \$7,146,000 Subordinate Tax Increment Revenue Bonds, Series 2017 (Redevelopment District No. 3) (the “Bonds”), in part to provide funds for the development, construction and installation of certain public improvements consisting generally of some or all of the following: water lines, storm water management culverts and facilities, sewer lines, road improvements, streetscape systems, traffic control, pedestrian ways and systems, utility relocations, lighting and related infrastructure, land and right-of-way acquisition, demolition and site preparation necessary in connection with the foregoing (the TIF Project Plan) within the City of Morgantown Redevelopment District No.3 (the “TIF District”); and

WHEREAS, CNRC serves as the designated Project Developer for the TIF District and is responsible for the planning, development, design and facilitation of various aspects of the TIF Project Plan; and

WHEREAS, CNRC entered into an Option to Purchase Real Estate as of the 4th day of January, 2016 (the “Option”) for the purchase of certain real property and improvements thereon, situate, lying and being in the Fourth Ward of the City, located within the TIF District, as more fully set forth on Schedule A attached hereto (the “Real Property”); and

WHEREAS, CNRC desired to acquire the Real Property for purposes of facilitating redevelopment of the Beechurst Avenue corridor, including demolition of dilapidated structures thereon, site preparation, future right-of-way designation and private investment in new improvements thereon, in accordance with the TIF Project Plan for the betterment of the City and its residents and visitors; and

WHEREAS, CNRC previously submitted a Requisition For Payment From Project Fund (the “Requisition”), seeking \$1,000,000.00 from Bond proceeds available therefor in the Bond Project Fund, to provide CNRC with a portion of the funds which were necessary to exercise the Option to acquire the Real Property, the remainder of such funds to be provided by CNRC from other sources; and

WHEREAS, the Requisition was approved by the City pursuant to a vote of City Council at a public meeting conducted February 7, 2017, which authorized contribution of the funds subject to certain conditions; and

WHEREAS, the Real Property was purchased by CNRC on April 7, 2017, at a purchase price supported by independent appraisals of such Real Property obtained by CNRC subject to certain bank financing and seller-financing repayment obligations as specified in the purchase agreements and related deeds of trust executed in connection with the acquisition of the Real Property by CNRC, and funds used for the purchase of the Real Property included the funds authorized by City Council on February 7, 2017; and

WHEREAS, CNRC desires to use additional proceeds of the Bonds available for requisitioning in the Series 2017 Bonds Project Fund to pay all of the seller-financed debt and a portion of the bank-financed debt associated with the Real Property; and

WHEREAS, the City and CNRC desire to enter into this Agreement to provide certain terms under which the City will disburse the requested Bond monies and will cooperatively work to redevelop the Real Property in the best interests of the City and its residents;

NOW, THEREFORE, in consideration of the foregoing recitals which are an integral part of this Agreement and premises contained herein, the parties agree as follows:

Section 1. Disbursement. The City hereby approves CNRC’s request for the amount necessary to pay (i) all of the seller-financed debt, and (ii) the principal and interest payments due on the United note through June 30, 2021, which is estimated as \$1,500,000.00, and \$222,800.00, respectively, totaling approximately \$1,722,800.00; provided that the actual amount of disbursement shall be reflected in the records of the Trustee under the Bonds and shall be recorded by City and CNRC to retire a portion of the debt associated with the Real Property and the Requisition on the Series 2017 Bonds Project Fund and disbursement of Bond proceeds on deposit in the Series 2017 Bonds Project Fund for application to such purpose as provided for pursuant to this Agreement (the “Disbursement”).

Section 2. Conditions Precedent to Disbursement. Prior to disbursement of funds hereunder, CNRC shall provide the following to the City, each of which shall be satisfactory to the City in its sole discretion: (i) statements of the current debt obligations to be paid pursuant to the Disbursement; (ii) confirmation that the Disbursement amount applied to seller-financing will retire the entire debt associated with the seller-financed Real Property, release all liens in favor of the seller which secure such seller financing and that the seller will meet all obligations required under the purchase terms, including demolition of the existing structures at the Real Property and removal of any debris associated therewith.

Section 3. Conditions Precedent to any Transfer of the Real Property.
In addition to any obligations under that prior Disbursement Agreement dated February 7, 2017, CNRC shall not sell, lease, or otherwise transfer any interest in the Real Property to another party unless prior to such transfer CNRC shall have provided a redevelopment plan to the City indicating the uses of the Real Property by the transferee and the City shall have approved the same in writing. CNRC represents and warrants that the sale or other disposition of the Real Property will be an arm’s length transaction at fair market value.

Section 4. Use of Funds. CNRC represents and warrants that all amounts disbursed hereunder will only be utilized by CNRC to pay debt associated with the Real Property as described in this Agreement.

Section 5. Repayment. CNRC represents and warrants that upon any sale of the Real Property, in part or in whole, after satisfaction of all debt financing utilized for acquisition of the Real Property, including all bank debt and seller financing, CNRC will repay to the City all amounts disbursed hereunder. The City covenants and agrees that it will utilize any and all funds

which it may receive from CNRC upon any such resale of the Real Property by CNRC solely to pay or redeem principal of the Bonds or any obligations issued to refund the Bonds in the appropriate manner in consultation with the City's Bond Counsel. Alternatively, and notwithstanding the foregoing, if the City determines to use such monies or a portion thereof to pay the costs of other qualifying tax increment financing projects in accordance with the TIF Project Plan and applicable Internal Revenue Code requirements, as the same shall be approved by Bond Counsel to the City, such monies or a portion thereof may be applied by the City for such purpose. Should the Real Property remain unsold on the date three (3) years from the date of this Agreement, City shall have the right, but not the obligation, to market the property for sale and direct the sale of the Real Property by CNRC, subject to the obligations of this Agreement with respect to disbursement of funds.

Section 6. Term. This Agreement shall continue in full force and effect for a period of time which shall end on the later to occur of: (a) the passage of five (5) years from the date of this Agreement, or (b) CNRC shall have sold the Real Property and any residual proceeds shall have been distributed to the City as provided in Section 5 above; provided, however that this Agreement may be earlier terminated by mutual consent of the City and CNRC.

Section 7. Rights and Remedies. If a breach or default by CNRC occurs with respect to the full and complete performance of any term, agreement or provision of this Agreement and is continuing, the City may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by CNRC of any term, agreement or provision of this Agreement. The City shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and CNRC hereby waives the right to raise such defense in any proceeding in equity. In the event of default by CNRC with respect to the representations, warranties and conditions contained herein, or an event of default as to any term of this Agreement, the City, in its sole discretion, may seek repayment, in full, of any and all amounts disbursed hereunder.

Section 8. Notices. Any notice or other communication required or contemplated by this Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when deposited in the United States mail, postage prepaid:

- (i) If intended for the City, at the following address:

The City of Morgantown, West Virginia
389 Spruce Street
Morgantown, WV 26505
Attention: City Manager

- (ii) If intended for CNRC, at the following address:

Campus Neighborhoods Revitalization Corporation
709 Beechurst Avenue, Suite 30
Morgantown, WV 26505
Attn: Executive Director

Any party may designate a different or alternate address for notices by notice given under this Agreement.

Section 9. Survival of Covenants, Representations and Warranties. All covenants, representations and warranties made by CNRC in this Agreement or other documents delivered pursuant to this Agreement shall survive the termination of this Agreement.

Section 10. No Personal Liability. No recourse shall be had for the repayment of any amounts disbursed hereunder or for any other obligations of CNRC hereunder, against any incorporator, director or officer, as such, past, present or future, either directly or through CNRC or any successor thereof, the City acknowledging and agreeing that all obligations hereunder being that of CNRC and not any of its incorporators, directors or officers.

Section 11. Choice of Law. West Virginia law shall govern this Agreement.

Section 12. Amendments. This Agreement may not be modified or amended unless such amendment is in writing and signed by the City and CNRC. No statements or representations made before or after the effective date of this Agreement by any agent or employee of the City shall be construed as approval to alter or amend this Agreement, as all such amendments or alterations shall only be made in writing after approval of the City.

Section 13. Successors and Assigns. All of the covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 14. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and this Agreement shall be construed as though it did not contain that particular invalid, illegal or unenforceable provision.

Section 15. Construction. The City and CNRC have participated equally in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as having been drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.

Section 16. No Assignment. Neither this Agreement nor any right hereunder may be assigned, in whole or in part, by CNRC to any other person or entity, without the City's prior written consent.

Section 17. Access to Records and Right to Audit. During the term of this Agreement, the City and its agents shall have the right, at CNRC's expense, to inspect, copy and audit the books and records of CNRC, during normal business hours, to evaluate compliance by CNRC with the terms, provisions, conditions, agreements representations and warranties contained in this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

THE CITY OF MORGANTOWN,
a municipal corporation and political subdivision of
the State of West Virginia

By:
Its City Manager

**CAMPUS NEIGHBORHOODS
REVITALIZATION CORPORATION,**
a West Virginia nonprofit corporation

By:
Its Executive Director

SCHEDULE A

Those certain real properties and the improvements thereon situate in the City of Morgantown, Monongalia County, West Virginia, being (i) Tax Map 19, Parcels 36, 37, 38, and 128 and annulled alley as conveyed to **Genco** by that certain deed dated **April 4, 2005**, from **Joseph V. Panico and Antonio D. Colasante**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1291**, at page **123**; (ii) Tax Map 19, Parcels 40, 41, 42, and 44 as conveyed to **400 Block** by that certain deed dated **April 20, 2005**, from **Richard E. Panico, Sr.**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1292**, at page **271**; (iii) Tax Map 19, Parcel 43 as conveyed to **400 Block** by that certain deed dated **October 4, 2005**, from **Harmony Grove, LLC**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1304**, at page **567**; and, (iv) Tax Map 19, Parcel 45, as conveyed to **500 Block** by that certain deed dated **March 16, 2012**, from **David Kent Summers and Linda S. Moore**, which deed is of record in the Office of the County Commission of Monongalia County, West Virginia in Deed Book **1457**, at page **805**; (v) Tax Map 19, Parcels 46, 47, 47.2, 50, and 52 as conveyed to **500 Block** by that certain deed dated **April 20, 2005**, from **Richard E. Panico, Sr.**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1292**, at page **273**; (vi) Tax Map 19, Parcel 48, as conveyed to **Richard E. Panico, Sr., and Joseph V. Panico** by that certain deed dated **August 4, 2005**, from **John J. Kovach and Betty J. Kovach**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1301**, at page **3**, to be conveyed to **500 Block prior to the** closing of the Real Property; (vii) Tax Map 19, Parcels 49, and 51 as conveyed to **500 Block** by that certain deed dated **October 4, 2005**, from **Harmony Grove, LLC**, which said deed is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book **1304**, at page **569** (collectively the ‘Real Property’’).



The City of Morgantown

389 SPRUCE STREET
MORGANTOWN, WEST VIRGINIA 26505
OFFICE: (304) 284-7405 FAX: (304) 284-7430
www.morgantownwv.gov

Office of the City Manager

City Manager's Report for City Council Meeting on March 24, 2020

Information:

A. 2020 Census

Attached in the packet you will find a couple of important infographics about the 2020 Census. These are the general information, as well the outline of the timelines of events for this year.

I would ask for everyone's assistance in trying to contact as many folks as possible to get the word out in their neighborhood, but also friends, family, colleagues. Census Day is on April 1st and why it is so important to WV that we obtain a complete and accurate count.

B. City's Statement about the Coronavirus (COVID-19) in West Virginia

Now that there are confirmed cases of COVID-19, aka Coronavirus, in West Virginia and Monongalia County, it is important for us to continue taking a proactive stance. We are currently working with the Monongalia County Health Department through its Joint Information Center (JIC) to ensure that our citizens are well informed and that we are doing everything we can to protect the health and safety of our residents. We have included a link under the quick links section on the homepage of our website titled "COVID-19 (Coronavirus) Response" which provides information on the city's response to COVID-19. It also has links to the COVID-19 pages for the Monongalia County Health Department, WVU Medicine, WVDHHR, and the CDC. The page also includes contact information for food pantries and other community resources. This page is updated regularly with new information. We have shared a link to this webpage through our social media channels. As the city receives additional information through the JIC we will share it with the community through all our channels. At the state level, Gov. Justice is holding daily press conferences discussing the steps that the state is taking in response to the virus. One of the steps established early on was a COVID-19 hotline, which provides accurate information about COVID-19, the risk to the public, and the state's response. The public is encouraged to use this line if they have any questions about the virus. The hotline is operated by the WV Department of Health and Human Resources and operators are available 24/7, toll-free at 1-800-887-4304.

In terms of the City operations, we have switched to alternative staffing for Public Works to avoid infection and limit impacts of quarantine measures, and have prepared a work from home program for other city staff in addition to closing public buildings to public entry to limit interpersonal contact. Again, this is something that we are taking seriously, and we want to be prepared, accurate, and unified in our response as a city. The health and safety of our community is our top priority.

C. FY 2021 BOPARC Budget

Attached in the packet you will find a final draft of the FY 2021 BOPARC Budget. City Council does not need to approve or adopt BOPARC's budget. However, BOPARC's budget is dependent upon the contribution of funds from the City, which is adopted in City Council's budget approval. The BOPARC Board will consider for approval this final draft of the FY 2021 BOPARC Budget during its regular meeting in April. This is being presented to you for information only, as City Council provides BOPARC with significant financial support.

New Business:

A. Award Bid for Removal of Underground Storage Tank at City Garage

The City has sought bids for the removal of Underground Storage Tanks (USTs) at the City Garage. The USTs were previously used to store fuel for City vehicles and equipment. They were taken out of service approximately a year ago and are planned to be replaced. The work includes removal of the pump apparatus, excavation, removal, and proper disposal of the tanks, any remaining content, any impacted soils and restoration of the site. The City worked with Environmental Standards to develop the removal project scope of work. The project is shown as a base bid plus conditional tasks based on findings during the removal process.

There were six (6) responses received for the project. The Engineering and Public Works Departments have reviewed the bids for completeness and adherence to bid call requirements. We recommend City Council's approval of contracting with Miller Environmental, at a base bid of \$35,495.13, to complete the outlined work.

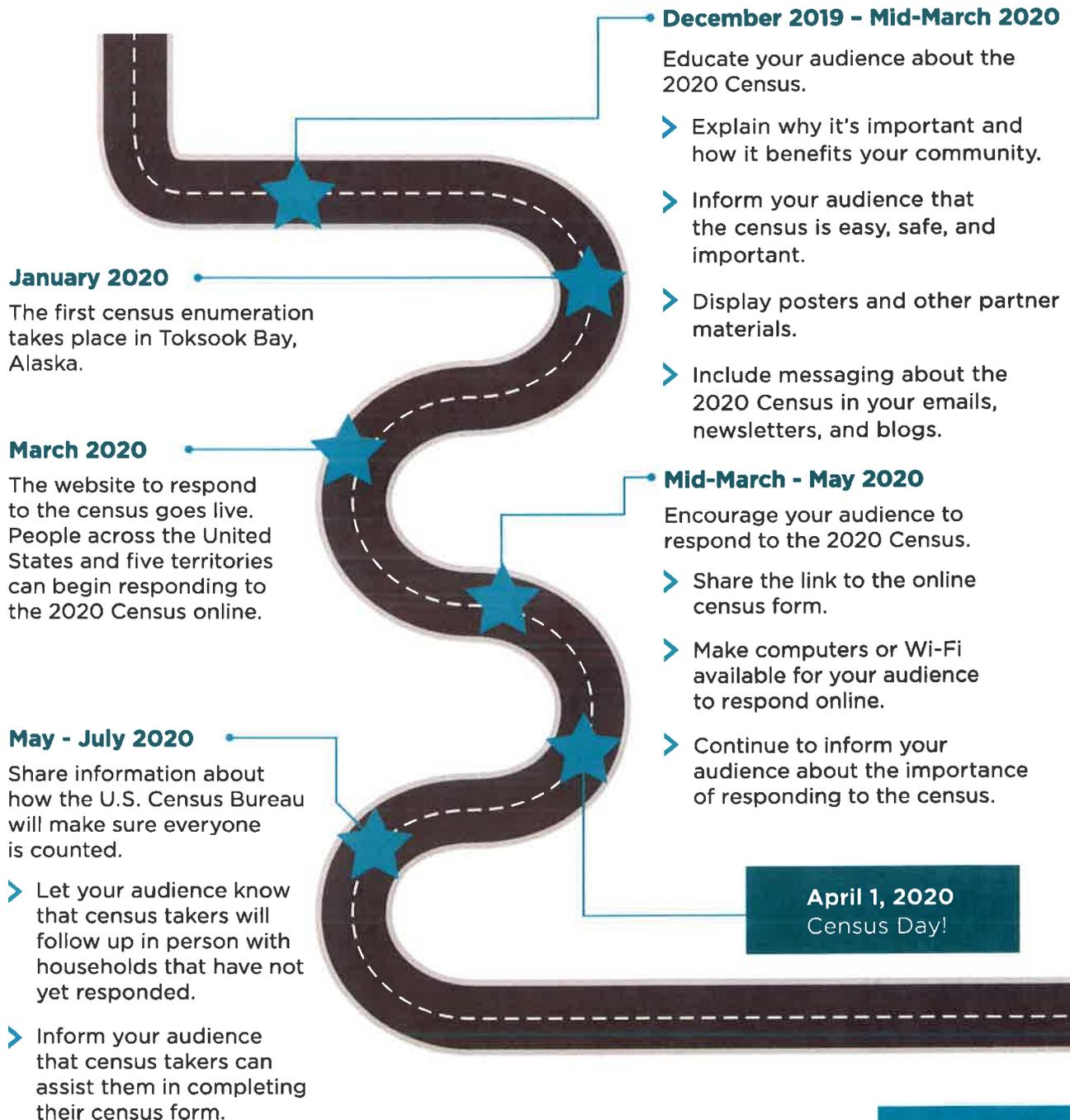
B. Emergency Allocation to Combat Homelessness Needs

City Council is asked for consideration of a one-time funding request of emergency housing and basic living needs for the most vulnerable population. Any funds appropriated must be offset by reduction to another program, agency or project. More information will be presented at Tuesday's meeting.

Paul J. Brake, ICMA-CM, CEcD
City Manager, Morgantown, WV

Shape the road ahead.

A timeline and guide to action for partners and stakeholders.



For more information, visit:
2020CENSUS.GOV

**Shape
your future
START HERE >**

United States[®]
**Census
2020**

2020 Census FAQ

What is the census?

The census is a count of every person who lives in the United States and its territories. It happens every 10 years. In early 2020, you will be asked to count everyone who lives in your home as of April 1. Responding to the 2020 Census is a chance to shape your future.

What's in it for me?



Your responses inform where over \$675 billion is distributed each year to communities nationwide for clinics, schools, roads, and more.



Census data gives community leaders vital information to make decisions about building community centers, opening businesses, and planning for the future.



Responding also fulfills your civic duty because it's mandated by the U.S. Constitution. The United States has counted its population every 10 years since 1790.



Your responses are used to redraw legislative districts and determine the number of seats your state has in the U.S. House of Representatives.

Is my information safe?

Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics. They cannot be used against you by any government agency or court in any way—not by the FBI, not by the CIA, not by the DHS, and not by ICE.

When can I respond to the census?

In early 2020, every household in America will receive a notice to complete the census online, by phone, or by mail. In May, the U.S. Census Bureau will begin following up in person with households that have yet to respond.

What will I be asked?

You will be asked a few simple questions, like age, sex, and the number of people who live in your home, including children.

What won't be asked?

The census will never ask for Social Security numbers, bank or credit card numbers, money or donations, or anything related to political parties.

For more information, visit:

2020CENSUS.GOV

**Shape
your future
START HERE >**

United States[®]
**Census
2020**

BOPARC

Budget Year 2021

2021 Department

| Account Description | FY19 Budget | FY19 Actuals | FY20 Budget | 2021 Department Requested |
|------------------------------------|---------------------|---------------------|---------------------|---------------------------|
| Revenue | | | | |
| Operating Income | | | | |
| Rent Income - Equipment | \$ 25,000 | \$ 30,773 | \$ 30,000 | \$ 30,000 |
| Rent Income - Facilities | 350,000 | 334,682 | 340,000 | 341,000 |
| Admission Fees | 212,000 | 198,658 | 192,000 | 200,000 |
| Season Passes | 94,000 | 83,935 | 85,000 | 85,000 |
| Registration Fees | 380,000 | 378,776 | 340,000 | 375,000 |
| Pro Shop | 2,800 | 2,408 | 2,800 | 2,800 |
| City/County Trail Maintenance | 70,000 | 87,993 | 100,000 | 100,000 |
| Concessions | 75,000 | 79,528 | 70,000 | 81,000 |
| Commissions | 500 | | | |
| Sponsorships | 28,000 | 15,200 | 28,500 | 20,500 |
| Cash Over/Short | | (102) | | |
| Miscellaneous Income | 59,688 | 37,435 | 60,000 | 50,000 |
| Other Income | | | | |
| City Allocation | 1,310,000 | 1,316,500 | 1,433,000 | 1,514,000 |
| City Hotel/Motel Tax Allocation | 205,000 | 216,623 | 207,900 | 232,900 |
| City Capital Escrow Allocation | 289,733 | 202,026 | 301,000 | 411,000 |
| City Coal Severance Allocation | 127,000 | 122,000 | 75,000 | 80,300 |
| County Commission Allocation | 75,000 | 45,438 | | 25,000 |
| City Sales Tax | | | | 827,063 |
| Met Fund - Personnel Reimbursement | | 1,519 | 101,763 | 104,208 |
| Board of Education | | | 4,000 | 4,000 |
| Contribution from Other Entities | 100,000 | 355,238 | 7,000 | 3,700 |
| Contribution from Other Funds | 496 | 138,620 | | |
| Prior Year Balance | | | | 206,000 |
| Interest Earned | 1,500 | 14,206 | 4,000 | 4,200 |
| Total BOPARC Revenue | \$ 3,405,717 | \$ 3,661,457 | \$ 3,381,963 | \$ 4,697,671 |
| Expenditures | | | | |
| Salaries and Wages | \$ 1,280,284 | \$ 1,200,831 | \$ 1,197,904 | \$ 1,400,963 |
| Social Security | 79,378 | 73,270 | 74,271 | 86,860 |
| Group Health Insurance | 408,897 | 341,292 | 453,691 | 380,450 |
| Retirement | 87,642 | 76,117 | 80,657 | 92,106 |
| Medicare | 18,564 | 17,006 | 17,370 | 20,314 |
| Other Fringe Benefits | 3,600 | 3,350 | 3,600 | 3,600 |
| Telephone | 26,000 | 29,964 | 30,000 | 31,000 |
| Printing | 500 | 187 | 250 | 500 |
| Utilities Electric | 160,000 | 131,560 | 132,000 | 132,000 |
| Utilities Gas | 30,000 | 35,732 | 37,000 | 36,000 |
| Utilities Water | 80,000 | 82,498 | 63,000 | 70,000 |
| Travel | 1,500 | 893 | 1,500 | 1,500 |
| Maintenance Building | 80,000 | 77,241 | 80,000 | 100,000 |
| Maintenance Equipment | 70,000 | 57,231 | 70,000 | 60,000 |
| Maintenance Vehicle | 25,000 | 11,461 | 25,000 | 12,000 |
| Postage | 2,500 | 1,993 | 2,500 | 2,000 |
| Rent Buildings/Equipment | 37,000 | 34,197 | 35,000 | 35,000 |
| Capital Lease - Principal | 72,960 | 72,960 | 78,432 | 85,728 |

| Account Description | FY19 Budget | FY19 Actuals | FY20 Budget | Requested |
|-------------------------------------|--------------|--------------|--------------|--------------|
| Capital Lease - Interest | 24,788 | 24,788 | 21,833 | 18,394 |
| Advertising | 10,000 | 3,803 | 2,000 | 2,500 |
| Training and Education | 8,000 | 10,293 | 5,000 | 10,000 |
| Dues and Subscriptions | 5,000 | 7,527 | 7,000 | 5,000 |
| Professional Fees | 15,000 | 52,994 | | |
| Audit Costs | 3,200 | | 3,500 | 3,500 |
| Laundry and Dry Cleaning | 3,500 | 2,721 | 3,000 | 3,000 |
| Insurance Liabilities | 64,700 | 69,506 | 66,641 | 62,080 |
| Insurance Unemployment Compensation | 2,000 | 2,144 | | 3,000 |
| Insurance Workers Compensation | 55,000 | 19,562 | 25,000 | 25,000 |
| Contracted Services | 130,000 | 132,004 | 115,000 | 135,000 |
| Fire Service Fees | 4,155 | 4,156 | 4,200 | 4,500 |
| Bank Charges | 30,000 | 29,207 | 30,000 | 30,000 |
| Taxes and Licenses | 2,000 | 3,016 | 3,500 | 3,200 |
| Miscellaneous Fees | | 1,996 | 2,500 | 2,000 |
| Refunds and Reimbursements | 2,500 | 3,772 | 2,500 | 3,000 |
| Supplies Office | 5,000 | 3,207 | 3,500 | 4,000 |
| Supplies Operating | 80,000 | 69,032 | 68,500 | 70,000 |
| Supplies Pool Chemicals | 30,000 | 26,511 | 30,000 | 28,000 |
| Supplies Prizes and Awards | 2,500 | 1,163 | 1,500 | 2,500 |
| Fuel - Central Garage | 30,000 | 32,960 | 2,400 | 25,000 |
| Uniforms | 4,500 | 7,184 | 5,000 | 7,000 |
| Vending Purchases | 27,000 | 42,010 | 27,000 | 30,000 |
| Pro Shop Purchases | 2,000 | 442 | 2,000 | 1,500 |
| Computer Software | 1,000 | 157 | 1,000 | 21,000 |
| Computer Hardware | 2,500 | 6,740 | 4,000 | 6,500 |
| Trips - Senior Center | 35,000 | 18,113 | 32,000 | 25,000 |
| Capital Outlay - Buildings | | 9,413 | | 50,000 |
| Capital Outlay - Other Improvements | 251,549 | 477,376 | 211,272 | 100,000 |
| Capital Outlay - Equipment | 93,000 | 154,051 | 110,000 | 139,000 |
| Hotel/Motel Funded Projects | | 191,085 | 207,900 | 232,900 |
| Designated Reserve Funded Projects | | | | 206,000 |
| Sales Tax Funded Projects | | | | 827,063 |
| Grant Funded Projects | | 106,138 | | |
| Contingency | 18,000 | 7,198 | 2,043 | 62,013 |
| Total BOPARC Expenditures | \$ 3,405,717 | \$ 3,768,051 | \$ 3,381,963 | \$ 4,697,671 |



The City of Morgantown

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(304) 291-7465 Fax: (304) 291-7406
www.morgantownwv.gov

Public Works Department

Memorandum

To: Paul Brake, ICMA-CM, CEcD
City Manager

From: Alexandra Stockdale, EIT, CFM
Public Works Director

Date: March 12, 2020

RE: Underground Storage Tank Removal and Soil Excavation – Bid Call

Bids were solicited for the removal of three 10,000 gallon underground storage tanks (USTs) and potentially impacted soils at the City Garage. The City received 6 responses to the Request for Proposals. Bids were opened at 12:00pm on March 6, 2020. The results are as follows:

| CONTRACTOR | BASE BID |
|--|-----------------|
| Miller Environmental Inc. | \$35,495.13 |
| EnviroCheck of VA, Inc. | \$58,825.00 |
| EnviroProbe Integrated Solutions, Inc. | \$65,000.00 |
| McClanahan Services Inc. | \$74,347.16 |
| Triad Engineering | \$75,882.77 |
| Cardno, Inc | \$88,684.00 |

Due to the nature of the work, bids were broken down into a Base Bid price as listed above, as well as four (4) separate conditional tasks with unit pricing. Actual project costs will be above the base bid amount. Conditional tasks include testing and removal of any impacted soil above 50 cubic yards, proper removal and disposal of pit water, and site restoration.

The Public Works and Engineering Departments have reviewed the submitted bids for completeness and adherence to the Bid Call requirements. Public Works recommends award to Miller Environmental Inc.