AGENDA
MORGANTOWN CITY COUNCIL
COMMITTEE OF THE WHOLE
Wednesday, July 30, 2019
7:00 p.m.

NOTE: Committee of the Whole Meetings of the Morgantown City Council are intended to provide an opportunity for the Council to receive information, ask questions, and identify policy options in an informal setting. No official action is taken at these meetings. At this Committee of the Whole Meeting the following matters are scheduled:

PUBLIC PORTION:

ITEMS FOR DISCUSSION:

1. An Ordinance Designating and Declaring Second Street Restricted to One-Way Traffic from University to Grant Avenue

2. An Ordinance Authorizing and Approving the Acquisition, Equipping and Improvement by the Morgantown Land Reuse and Preservation Agency of Real Property Located at 430 Spruce Street

3. A Resolution approving terms of the lease revenue bonds, series 2019 of the City of Morgantown Land Reuse and Preservation Agency

4. Home Rule Plan Amendment - Change Required Audit Date for the Morgantown Land Reuse and Preservation Agency

5. Resolution Authoring Execution of an Agreement with WVDOT DOH for Establishment and Maintenance of a Traffic Signal System within the Municipal Limits of the City of Morgantown

6. Resolution Authorizing the FY 2019-2020 Grant Application for the Prevention Resource Officers through the West Virginia Justice Assistance Grant Program

*IF YOU NEED AN ACCOMMODATION CONTACT US AT 284-7439*
AN ORDINANCE DESIGNATING SECOND STREET BETWEEN UNIVERSITY AVENUE AND GRANT AVENUE FOR ONE-WAY VEHICULAR TRAFFIC

The City of Morgantown hereby ordains that City Code Section 305.02 is amended as follows:

305.04 ONE-WAY STREETS DESIGNATED.

(a) The following streets or portions thereof are hereby designated as and declared to be one-way streets and vehicular traffic on such streets shall move only in the direction specified in this section:

Brockway Avenue, from Walnut Street to Maryland Avenue.
Carson Street, from University Avenue to Grant Avenue.
Chestnut Street, from Kirk Street to Willey Street.
Clark Street, from Cherry Street to Kingwood Street.
Clay Street, from Wharf Street to Hurley Street.
Court Street, from Spruce Street to University Avenue.
Decker Avenue, from Spruce Street to Elk Street.
Edgewood Street, from Coban Avenue to Wilson Avenue.
Elmina Street from Dewey Street to Lyndhurst Street.
Fayette Street, from University Avenue to Spruce Street.
First Street, from Grant Avenue to University Avenue.
Forest Avenue, from High Street to Spruce Street.
Forest Avenue, from High Street to Chestnut Street.
Fortney Street, from Charles Avenue to Richwood Avenue.
Gem Street, from Locust Avenue to Richwood Avenue.
High Street, from Prospect Street to Kirk Street.
Hough Street, from University Avenue to Beechurst Avenue.
Jones Avenue, from Stewart Street to Overhill Street.
Kirk Street, from High Street to Spruce Street.
Manville Street, from Winsley Avenue to Winsley Avenue in an easterly direction.
Maryland Avenue, from Brockway Avenue to Cobun Avenue.
McClain Avenue, from Third Street to Eighth Street.
Moore Street, from University Avenue to B. & O. Railroad Station.
Moreland Street, from Spruce Street to University Avenue.
Pearl Avenue, from Richwood Avenue to Cass Street. Parking on the east side of Pearl Avenue only.
Pleasant Street, between Spruce Street and Cobun Avenue.
Pleasant Street, from University Avenue to Spruce Street.
Prairie Avenue, from Wilson Avenue to Wagner Road.
Prospect Street, from Willey Street to University Avenue.
Reid Street, from Chestnut Street to University Avenue.
Rotary Street, from Collins Ferry Road to Rebecca Street.
Second Street, from University Avenue to Grant Avenue.
Spruce Street, from Kirk Street to Prospect Street.
Walnut Street, from Spruce Street to University Avenue.
Walnut Street, between Cobun Avenue and Spruce Street.
Wharf Street, from Hurley Street to Clay Street.
Winsley Street, from Overdale Street to Green Street.

This ordinance shall be effective upon adoption.

First Reading:

Adopted:

Filed:

Recorded:

Mayor

City Clerk
ORDINANCE OF
THE CITY OF MORGANTOWN

AN ORDINANCE AUTHORIZING AND APPROVING THE ACQUISITION, EQUIPPING AND IMPROVEMENT BY THE MORGANTOWN LAND REUSE AND PRESERVATION AGENCY (THE “ISSUER”) OF REAL PROPERTY LOCATED AT 430 SPRUCE STREET IN THE CITY OF MORGANTOWN TO BE USED BY THE CITY OF MORGANTOWN AS A CITY HALL ANNEX AND RELATED PURPOSES AND ALL REAL ESTATE, RIGHTS OF WAY, IMPROVEMENTS, FIXTURES, EQUIPMENT, PERSONAL PROPERTY AND APPURTENANCES ASSOCIATED THEREWITH (THE “ANNEX PROPERTY”); THE LEASING OF SUCH ANNEX PROPERTY BY THE CITY OF MORGANTOWN FROM THE ISSUER; THE SALE AND ISSUANCE BY THE ISSUER OF ITS NOT TO EXCEED $2,000,000 PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, IN ONE OR MORE SERIES; PRESCRIBING THE FORMS AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT AND LEASE AND OTHER INSTRUMENTS AND AUTHORIZING AND APPROVING OTHER DOCUMENTS AND MATTERS RELATING TO THE TERMS AND SECURITY OF SUCH BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, The City of Morgantown (the “City”) has, pursuant to an ordinance enacted August 7, 2018, created and established the Morgantown Land Reuse and Preservation Agency (the “Issuer”), a public corporation and municipal land reuse agency of the State of West Virginia, pursuant to the authority granted to it in Chapter 31, Article 18E of the West Virginia Code of 1931, as amended (the “Act”);

WHEREAS, the Issuer, under the Act, has plenary power and authority to enter into contracts and other instruments necessary, incidental or convenient to the performance of its duties and the exercise of its powers, to acquire real property or interests in real property by any means on terms and conditions and in a manner the Issuer considers proper, to fix, charge and collect rents, fees and charges for the use of real property of the Issuer and to design, develop, construct, demolish, reconstruct, deconstruct, rehabilitate, renovate, relocate and otherwise improve real property or rights or interests in real property;

WHEREAS, the City is empowered and authorized by Chapter 8, Article 12, Section 5(36) of the West Virginia Code of 1931, as amended, to expend public funds to establish,
construct, acquire, maintain and operate public buildings, municipal buildings or city halls, motor vehicle parking lots or any other public works;

WHEREAS, the Issuer desires to acquire pursuant to such deed or deeds, bills of sale and other instruments of transfer as may be necessary and appropriate under the circumstances (collectively, the “Conveyance Documents”) the real property, rights of way, improvements, fixtures, equipment, personal property and appurtenances associated therewith, consisting of the building located at 430 Spruce Street within the City (the “Annex Property”), to be leased to the City for use as a City Hall Annex and related purposes, which real property and appurtenances shall be more particularly described in EXHIBIT A – REAL ESTATE DESCRIPTION, attached to the hereinafter described Lease and made a part thereof (the “Annex Real Property”; such Annex Real Property, together with the Annex Property, including, but not limited to, all additions and improvements thereto now or hereafter acquired, created or constructed, of every kind and nature, herein called the “Facilities”);

WHEREAS, the Issuer, under the Act, has plenary power and authority to issue negotiable revenue bonds and notes for any of its corporate purposes as provided in the Act;

WHEREAS, the Issuer desires, pursuant to a Resolution adopted on __________, 2019 (the “Issuer Resolution”), to issue its Lease Revenue Bonds, in one or more series, in an aggregate principal amount not to exceed $2,000,000 (the “Bonds”) to (i) pay costs of acquiring, equipping and improving the Annex Property, (ii) pay costs of issuance of the Bonds and related costs, (iii) fund a reserve account, if any, for the Bonds, and (iv) pay capitalized interest, if any, on the Bonds;

WHEREAS, the purchaser of the Bonds (the “Purchaser”) and the terms, conditions and provisions of the Bonds shall be approved by the Issuer pursuant to a resolution of the Issuer which is supplemental to the Issuer Resolution (the “Issuer Supplemental Resolution”);

WHEREAS, the Purchaser shall be approved by the City pursuant to a resolution of the City which is supplemental to this Ordinance (the “City Supplemental Resolution”);

WHEREAS, the City desires to lease the Facilities from the Issuer pursuant to an Agreement and Lease (the “Lease”) to be dated the Closing Date (as hereinafter defined), by and between the Issuer, as lessor, and the City, as lessee;

WHEREAS, the Issuer, pursuant to the Issuer Resolution, has provided the City with such authority as may be necessary to facilitate the acquisition, equipping and improvement of the Annex Property including, but not limited to, being a party to all construction contracts that may be necessary in connection with the acquisition, equipping and improvement of the Annex Property, the handling of the administration of such contracts, the requisitioning and applying the proceeds of the Bonds to the payment of the costs of the acquisition of the Annex Property and the costs associated with equipping and improving the same, for and on behalf of the Issuer as herein described and the City desires to authorize such actions on its part pursuant to this Ordinance; and

WHEREAS, the City desires to take all steps necessary to authorize the acquisition of the Annex Property by the Issuer, the improvement and equipping of the Annex Property by the
City, the issuance of the Bonds by the Issuer to finance the costs of such acquisition and the payment of the costs of issuance thereof and related costs, the requisitioning by the City of the Bond proceeds and application thereof to the payment of the costs of the acquisition, improvement and equipping of the Annex Property and the costs of issuance of the Bonds and its leasing of the Facilities from the Issuer pursuant to the terms of the Lease.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MORGANTOWN, AS FOLLOWS:**

**Section 1.** Pursuant to the Act, this Ordinance is adopted and enacted and it is hereby found and determined that, to accomplish the purposes of the Act and the findings set forth in the preambles hereof, the following is hereby authorized and approved: (i) the acquisition of the Annex Property by the Issuer pursuant to such Conveyance Documents or other instruments of transfer as may be necessary and appropriate under the circumstances; (ii) the leasing of the Facilities by the City from the Issuer; and (iii) the issuance and delivery of the Bonds by the Issuer in the aggregate principal amount of not to exceed $2,000,000 for the purpose of financing costs of the acquisition, equipping and improvement of the Annex Property and the payment of costs of issuance of the Bonds and related costs, are hereby authorized, approved, ratified and confirmed. The Bonds shall be issued in accordance with, and shall have the terms provided in, the Issuer Resolution authorizing the issuance of the Bonds, which Issuer Resolution is hereby approved.

**Section 2.** The City hereby agrees to undertake all actions necessary for the acquisition, equipping and improvement of the Annex Property, including but not limited to, entering into and performing all construction contracts that may be necessary in connection with the same, the requisitioning of the proceeds of the Bonds for the purposes of financing the costs of such acquisition, equipping and improvement of the Annex Property and paying costs of issuance of the Bonds and related costs, and to execute all requisitions, certificates or other documents necessary in connection therewith, and to give any and all authorizations as may be necessitated thereby.

**Section 3.** The Lease, pursuant to which the City will lease the Facilities from the Issuer and will agree to pay as Lease Rentals (but only from the sources set forth therein), amounts sufficient to pay the principal of and interest on the Bonds and any other amounts payable thereunder, substantially in the form as submitted to this meeting and made a part of this Ordinance as though set forth in full herein, shall be and the same is hereby approved, with such changes, variations, insertions and omissions as may be approved by the City. The Mayor and City Manager of the City are hereby authorized to execute, acknowledge, as necessary, and deliver the Lease and the City Clerk of the City is hereby authorized and directed to affix the seal of the City thereto and to attest the seal. The execution of the Lease by the Mayor and City Manager shall be conclusive evidence of any approval required by this Section.

**Section 4.** The Lease Assignment (the “Assignment”), by the Issuer to the Purchaser, pursuant to which the Issuer shall assign certain of its rights under the Lease and rentals thereunder unto the Purchaser as security for repayment of the Bonds, to be dated or effective as of the Closing Date, substantially in the form as submitted to this meeting and made a part of this Ordinance as though set forth in full herein, shall be and the same is hereby approved, with such
changes, variations, insertions and omissions as may be approved by the City and the Issuer. The execution of the Assignment by the Chairman of the Issuer shall be conclusive evidence of any such approval.

Section 5. The Assignment of Funds and Accounts (the “Funds Assignment”), by the Issuer to the Purchaser, pursuant to which the Issuer shall assign its rights in and to certain funds and accounts established in connection with the Bonds pursuant to the Lease, to be dated or effective as of the Closing Date, substantially in the form as submitted to this meeting and made a part of this Ordinance as though set forth in full herein, shall be and the same is hereby approved, with such changes, variations, insertions and omissions as may be approved by the City and the Issuer. The execution of the Assignment by the Chairman of the Issuer shall be conclusive evidence of any such approval.

Section 6. The Credit Line Deed of Trust, Fixture Filing and Security Agreement (the “Deed of Trust”) by the Issuer to the trustees named therein, pursuant to which the Issuer shall convey the Facilities unto such trustees, in trust, for the benefit and security of the Purchaser in the repayment of the Bonds (the “Deed of Trust”), substantially in the form as submitted to this meeting and made a part of this Ordinance as though set forth in full herein, shall be and the same is hereby approved, with such changes, variations, insertions and omissions as may be approved by the City and the Issuer. The execution of the Deed of Trust by the Chairman of the Issuer shall be conclusive evidence of any such approval.

Section 7. The Bond Purchase Agreement (the “Bond Purchase Agreement”), among the Issuer, the City and the Purchaser, pursuant to which the Issuer will sell the Bonds to the Purchaser, substantially in the form as submitted to this meeting and made a part of this Ordinance as though set forth in full herein, shall be and the same is hereby approved, with such changes, variations, insertions and omissions as may be approved by the City and the Issuer. The execution of the Bond Purchase Agreement by the Mayor and the City Manager shall be conclusive evidence of any approval required by this Section.

Section 8. The Bonds, substantially in the form submitted to this meeting, shall be and the same are hereby approved in all respects, with such changes, variations, insertions and omissions as may be approved by the City and the Issuer. Such approval shall constitute the approval of the issuance of the Bonds by an “applicable elected official” to the extent such approval may be required by any State or federal law. The execution of the Bonds by the Chairman of the Issuer shall be conclusive evidence of any such approval.

Section 9. The City hereby approves the sale of the Bonds to the Purchaser, as shall be designated by the Bond Purchase Agreement. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon. The Bonds shall be dated the date of delivery thereof (the “Closing Date”).

Section 10. All covenants, stipulations, obligations and agreements of the City contained herein and contained in the Lease and all other instruments and documents relating thereto shall be deemed to be the special and limited covenants, stipulations, obligations and agreements of the City to the full extent permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the City and its successors from time to time.
and upon any board or body to which any powers or duties, affecting such covenants, stipulations, obligations and agreements, shall be transferred by or in accordance with law. Except as otherwise provided herein, all rights, powers and privileges conferred and duties and liabilities imposed upon the City or the officials thereof by the provisions hereof and by the Lease and all other instruments and documents relating thereto shall be exercised or performed by the City or by such officers, board or body as may be required or permitted by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in the Lease and all other instruments and documents relating thereto shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity and neither the City nor any officer, agent or employee thereof shall be liable personally on the Lease or the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11. The City hereby ratifies all actions necessary to authorize and approve the acquisition, equipping and improvement of the Annex Property.

Section 12. The firm of Steptoe & Johnson PLLC, Bridgeport, West Virginia, is hereby designated as bond counsel in connection with the issuance of the Bonds and the firm of Crews & Associates, Inc. is hereby designated as Placement Agent and/or Underwriter in connection with the issuance of the Bonds, as applicable, and the Mayor and City Manager are hereby authorized to execute and deliver such engagement letters as may be necessary to retain such firms for these services.

Section 13. The execution, delivery and due performance of the Lease are hereby in all respects approved, authorized, ratified and confirmed, including, without limitation, all acts heretofore taken in connection with the acquisition, equipping and improvement by the Issuer of the Annex Property; the issuance of the Bonds by the Issuer and the leasing of the Facilities, and it is hereby ordered that the Mayor, the City Manager, the City Clerk, the council members and other employees and officers of the City execute and deliver such other documents, certificates, agreements and instruments and take such other action as may be required or desirable to carry out the purposes of this Ordinance, the Bonds and the aforesaid documents, certificates, agreements and instruments.

Section 14. All ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 15. This Ordinance shall take effect immediately following the public hearing hereon and approval on second and final reading.

Section 16. Upon adoption hereof on first reading, an abstract of this Ordinance, determined by the City to contain sufficient information as to give notice of the contents hereof, shall be published once a week for two successive weeks within a period of fourteen consecutive days, with at least six full days intervening between each publication, in The Dominion Post, a newspaper published and of general circulation in the City, together with a notice stating that this Ordinance has been adopted and that the City contemplates the leasing of the Facilities and the
issuance of the Bonds by the Issuer, and that any person interested may appear before the City upon a date certain, not less than ten days subsequent to the date of the first publication of the said abstract and notice, and present protests, and that a certified copy of the Ordinance is on file in the office of the City Clerk of the City for review by interested parties during regular office hours. At such hearing, all objections and suggestions shall be heard and the Council of the City shall take such action as they shall deem proper in the premises.

First Reading: ________, 2019

Enacted on Second Reading Following Public Hearing: ________, 2019

THE CITY OF MORGANTOWN

By: __________________________
    Its Mayor

By: __________________________
    Its City Manager
CERTIFICATION

The undersigned, being the duly qualified, elected and acting City Clerk of The City of Morgantown does hereby certify that the foregoing Ordinance was duly adopted and enacted by the council of The City of Morgantown at regular or special meetings duly held, pursuant to proper notice thereof, on _______, 2019 and _______, 2019, quorums being present and acting throughout, and which Ordinance has not been repealed, rescinded, modified, amended or revoked and is a true, correct and complete copy thereof as witness my hand and the seal of The City of Morgantown this _______, 2019.

By: _____________________________

City Clerk, The City of Morgantown
SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION APPROVING TERMS OF THE LEASE REVENUE BONDS, SERIES 2019 (CITY HALL ANNEX), OF THE MORGANTOWN LAND REUSE AND PRESERVATION AGENCY (THE “ISSUER”); APPROVING THE SALE AND DELIVERY OF SUCH BONDS BY ISSUER TO ___________; AND APPROVING OTHER MATTERS WITH RESPECT TO SUCH BONDS.

WHEREAS, the City Council of The City of Morgantown (the “City”) has duly and officially adopted and enacted an authorizing Ordinance on ________, 2019 (the “City Ordinance”), entitled:

AN ORDINANCE AUTHORIZING AND APPROVING THE ACQUISITION, EQUIPPING AND IMPROVEMENT BY THE MORGANTOWN LAND REUSE AND PRESERVATION AGENCY (THE “ISSUER”) OF REAL PROPERTY Located AT 430 SPRUCE STREET IN THE CITY OF MORGANTOWN TO BE USED BY THE CITY OF MORGANTOWN AS A CITY HALL ANNEX AND RELATED PURPOSES AND ALL REAL ESTATE, RIGHTS OF WAY, IMPROVEMENTS, FIXTURES, EQUIPMENT, PERSONAL PROPERTY AND APPURTENANCES ASSOCIATED THERewith (THE “ANNEX PROPERTY”); THE LEASING OF SUCH ANNEX PROPERTY BY THE CITY OF MORGANTOWN FROM THE ISSUER; THE SALE AND ISSUANCE BY THE ISSUER OF ITS NOT TO EXCEED $2,000,000 PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, IN ONE OR MORE SERIES; PRESCRIBING THE FORMS AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT AND LEASE AND OTHER INSTRUMENTS AND AUTHORIZING AND APPROVING OTHER DOCUMENTS AND MATTERS RELATING TO THE TERMS AND SECURITY OF SUCH BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THERewith.

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

WHEREAS, the City Ordinance approves the issuance by the Morgantown Land Reuse and Preservation Agency (the “Issuer”) of its Lease Revenue Bonds, Series 2019 (City Hall Annex), in the aggregate principal amount not to exceed $2,000,000 (the “Bonds”) to (i) pay
costs of acquiring, equipping and improving the Annex Property, (ii) pay costs of issuance of the Bonds and related costs, (iii) fund a reserve account, if any, for the Bonds, and (iv) pay capitalized interest, if any, on the Bonds;

WHEREAS, the City Ordinance provided that the Purchaser of the Bonds would be approved pursuant to a Supplemental Resolution of the City;

WHEREAS, the Bonds are proposed to be purchased by __________, a __________ banking corporation (the “Purchaser”), pursuant to the terms established by the Purchaser pursuant to the Commitment Letter of the Purchaser attached hereto and made a part hereof as Exhibit A (the “Commitment Letter”); and

WHEREAS, the City deems it essential and desirable that this supplemental resolution (the “Supplemental Resolution”) be adopted, that the terms of the Bonds be approved hereby, that the sale of the Bonds to the Purchaser be approved hereby and that other matters relating to the Bonds be herein provided for;

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

Section 1. The City hereby approves the sale and delivery of the Bonds by the Issuer to the Purchaser pursuant to the terms described herein, in the Commitment Letter and in the Bond Ordinance.

Section 2. Pursuant to the Bond Authorizing Ordinance enacted by the Issuer on __________, 2019, as supplemented by a Supplemental Resolution of the Issuer adopted on __________, 2019 (collectively, the “Bond Ordinance”) and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Lease Revenue Bonds, Series 2019 (City Hall Annex), of the Issuer, originally represented by a single Bond, numbered R-1, in the principal amount of $___________. The Bonds shall be dated the date of delivery thereof and shall have a final maturity date which is approximately ______ years from their issue date. The Bonds shall bear interest at the fixed rate of ___% per annum. The Bonds shall be repayable as described in the Commitment Letter and as shall be provided in the Bonds to be executed and delivered by the Chairman of the Issuer. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon.

Section 3. The Issuer may prepay the Bonds in whole or in part at any time without prepayment premium or penalty.

Section 4. All other provisions relating to the Bonds, including the terms and security for the Bonds and the text of the Bonds shall be substantially as provided in the Bond Authorizing Ordinance.

Section 5. The Mayor, City Manager and City Clerk of the City are hereby authorized and directed to execute and deliver such documents, agreements, instruments and certificates required or desirable in connection with the Bonds hereby and by the City Ordinance
and Bond Ordinance approved and provided for, to the end that the Bonds may be executed and delivered by the Issuer to the Purchaser at the earliest practicable date.

Section 6. This Supplemental Resolution shall be effective immediately upon adoption hereof.

Adopted this ___ day of August, 2019.

__________________________
Mayor

__________________________
City Manager
CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The City of Morgantown, does hereby certify that the foregoing Supplemental Resolution was duly adopted and enacted by the City Council of The City of Morgantown at a regular meeting duly held, pursuant to proper notice thereof, on ________, 2019, a quorum being present and acting throughout, which Resolution has not been repealed, rescinded, modified, amended or revoked and is a true, correct and complete copy thereof as witness my hand and the seal of The City of Morgantown this ________, 2019.


_________________________________________________________________
City Clerk
THE CITY OF MORGANTOWN

Home Rule Plan Amendment

Introduction

The City of Morgantown ("Morgantown") has been approved to participate in West Virginia’s Municipal Home Rule Pilot Program, Phase II ("Home Rule Program") and its initial written plan has been approved by the Municipal Home Rule Board (the "Board"). Pursuant to W. Va. Code § 8-1-5a(k), "[a] municipality selected to participate in the Municipal Home Rule Pilot Program may amend its written plan at any time." A first amendment to the City’s written plan was approved by the Board on September 14, 2015. A second amendment to the City’s written plan was approved by the Board on October 3, 2016. A third amendment to the City’s written plan was approved by the Board on October 2, 2017, granting authority for Fire Marshals’ arson and explosives offenses arrest authority, limiting expansion of nonconforming agricultural, industrial, and manufacturing uses; waiver of the certified mail requirement for zoning changes that alter density; disposition of real estate without auction; expenditure of money on schools by agreement with the governing agency; and elimination of the property ownership requirement for park board membership. A fourth amendment to the City’s written plan authorized use of the Board of Zoning Appeals to administer the subdivision and land ordinance. Morgantown has successfully implemented initiatives in its current plan and seeks the amendments below to promote additional community benefits through the Home Rule Program.

The City proposes amendment of its written plan to include the following:

1. **Audit reporting date for the Land Reuse Agency.** Morgantown seeks to coordinate the audit procurement and reporting dates for the City and its Land Reuse Agency. West Virginia Code Chapter 31, Article 18E, Section 18 requires land reuse agencies to submit an audit report within 120 days of the close of the fiscal year. West Virginia Code Chapter 8, Article 18, Section 18 provides that audits and accounts of the City are governed by West Virginia Code Chapter 6, Article 9. Under Chapter 6, Article 9, the State Auditor requires that municipalities present reports of annual audits within nine months of the close of the fiscal year. Morgantown seeks authority under the Home Rule Program to submit audit reports for its Land Reuse Agency within nine months of the close of the fiscal year so that it may obtain a combined audit that includes the Agency. The initiative will promote efficiency and reduce expenditure of public funds.
The applicable laws and reasons for amendment are set out below.

**Proposed Initiatives**

1. **Campaign Finance reporting.**

   a. **Applicable laws:** *W Va. Code* sections 8-13-18 (municipal audits governed by state); 6-9-1 *et seq.* (uniform system of accounts and examinations for government entities); 31-18E-18 (audit reporting for land reuse agencies). The full text of *W. Va. Code* 31-18E-18 is copied here:

      (a) The land reuse agency shall annually, within one hundred twenty days after the end of the fiscal year, submit an audit of income and expenditures, together with a report of its activities for the preceding year, to the West Virginia Housing Development Fund.

      (b) A duplicate of the audit and the report shall be filed with the governing body of:

      (1) The land reuse jurisdiction which created the land reuse agency; and
      (2) Each political subdivision which opted to participate in the land reuse agency pursuant to an intergovernmental agreement.

      *Id.*

   b. **Limitations presented by law:** State law requires municipal land reuse agencies to report audits within 120 days of the close of the fiscal year, while municipalities and their other component parts report audits within nine months of the close of the fiscal year (usually March 24th). Under the different timelines for examination and reporting, Morgantown would need to procure a separate audit for its land reuse agency. If the auditing timelines are coordinated, Morgantown can include its land reuse agency within the city’s audit.

   c. **Home Rule solution:** Morgantown will amend its land reuse agency ordinance to require audit reporting within nine months of the close of the fiscal year, consistent with the State Auditor’s office Audit Procurement Manual guidance, pursuant to authority granted under the Home Rule Program. When the auditing timelines for the land reuse agency and the city are coordinated, Morgantown can include its land reuse agency within the city’s audit. Including the land reuse agency in the city’s audit will result in recurring annual savings and promote efficient use of staff time.
RESOLUTION OF THE COUNCIL OF THE CITY OF MORGANTOWN, WEST VIRGINIA,
AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, WITH REGARD TO
ESTABLISHMENT AND MAINTENANCE OF A TRAFFIC SIGNAL SYSTEM WITHIN THE
MUNICIPAL LIMITS OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST
VIRGINIA.

BE IT RESOLVED BY THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST
VIRGINIA, AS FOLLOWS:

1. That the Mayor of the City of Morgantown, West Virginia, a
   Municipal Corporation, be and is hereby authorized to execute, to
   have acknowledged, and to have delivered on behalf of said City, an
   agreement, a copy of which is attached hereto and made a part hereof,
   with the West Virginia Department of Transportation, Division of
   Highways, with regard to the establishment and maintenance of a
   traffic signal system within the Corporate Limits of said City; and

2. That the City Clerk and Recorder do properly attest the signature of
   said officials and affix the seal of the City to said agreement.

On motion made by (Name)________________________ and seconded by
(Name)________________________, the City Council of Morgantown, West Virginia, does hereby
approve and authorize the adoption of said Resolution.

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA
CITY OF MORGANTOWN

1, Christine Wade________________________, City Clerk and Recording Officer of said
Municipality, do hereby certify that the foregoing are true copies from the records of order made and
entered into by the Council of said Municipality on (date)________________________.

________________________
City Clerk and Recording Officer
AGREEMENT

THIS AGREEMENT, made ______________, by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, a State Agency, hereinafter referred to as “Division;” ALDI INC. PENNSYLVANIA, a Pennsylvania Corporation, hereinafter referred to as “Developer;” and the CITY OF MORGANTOWN, a Municipal Corporation, hereinafter referred to as “City.”

WITNESSETH

THAT WHEREAS, Division, Developer, and City are mutually agreed with respect to the modification of an existing traffic signal at the intersection of WV 7 (Carl Core Road) with CR 857 (Hartman Run Road) and the proposed access to ALDI in Morgantown, Monongalia County, West Virginia; and

WHEREAS, by Resolution bearing date of ____ (date)______ the Council of the City of Morgantown has authorized and directed proper authorities to execute, acknowledge, and deliver an agreement on behalf of said City, setting out terms and conditions thereof, a copy of which Resolution is affixed to this agreement and made part hereof, and

WHEREAS, Division, Developer, and City are desirous of cooperating in adoption of said rules, regulations, stipulations, and conditions in order to establish their mutual responsibilities and obligations with regard to the future maintenance and operation of said traffic signal.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual covenants herein entered into and mutual benefits to be derived by parties hereto, said Division, Developer, and City do hereby agree that the following will be the duties and responsibilities of each party, respectively.
DUTIES AND RESPONSIBILITIES OF THE DIVISION

The Division agrees:

1. To prepare plans and specifications necessary for a project for the construction of the modification of an existing traffic signal at the intersection of WV 7 (Earl Core Road) with CR 857 (Hartman Run Road) and the proposed approach to ALDI, and to let a contract for the erection thereof, and to supervise the installation of the same.

2. To pay for the installation of a communications connection and pay the continuing service cost.

3. To program all intersection controllers and the on-street master computer.

4. To perform all major maintenance of the traffic signal system, on-street master computer, and interconnecting system, excluding cleaning and/or replacement of LED signal indications at Division's sole expense and without cost or expense of any nature whatsoever to the Developer or City.

DUTIES AND RESPONSIBILITIES OF THE DEVELOPER

The Developer agrees:

1. To contribute upon being advised by the Division of the actual cost, a donation to the State Road Fund a sum of money equal to one hundred percent (100%) of the construction costs of installing the new traffic signal at the intersection WV 7 (Earl Core Road) with CR 857 (Hartman Run Road) and the proposed approach to ALDI, currently estimated to be one hundred sixty thousand dollars ($160,000).

2. That the terms of this agreement shall be binding upon successors and assigns.

DUTIES AND RESPONSIBILITIES OF THE CITY

The City agrees:

1. To perform properly all minor maintenance of the traffic signal, including cleaning and/or replacement of LED signal indications at the City's sole cost and without cost or expense of any nature to the Developer or Division.

2. To pay for the continuing power costs of the traffic signal.

3. Not to alter in any way and not to remove any part of the traffic signal without prior
approval by the Division.

4. To permit construction and maintenance on City property of any pole, foundation, signal and support or any other appurtenance necessary for completion of the project.

5. To provide transmitters for a fire priority control system on emergency vehicles selected for access to said system.

6. To enact any appropriate ordinances, resolutions, or regulations necessary to accomplish the purposes of this agreement and to enforce such ordinances, resolutions, and/or regulations.

7. That the terms of the agreement be binding upon successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN DIVISION AND DEVELOPER:

1. That the work agreed to be done by the Division in connection with the overall modification of the aforesaid traffic signal shall be done in three phases, to wit:
   a. The preparation of plans and specifications for a contract letting;
   b. The advertising and acceptance of competitive bids on the contract;
   c. The awarding of a contract for said traffic signal and the supervision of the construction thereof.

2. That the construction cost shall include contract bid amount, estimated contract administration and inspection cost of Division personnel assigned to the project, and the cost of materials supplied from the Division's inventory to expedite the completion of the contract. Division shall provide Developer with appropriate detail and/or back up information related to construction costs for which Developer is responsible under this Agreement.

3. That upon completion of the modification of the traffic signal, all equipment, poles, and all other appurtenances, are and shall remain the property of Division.

4. That the Developer has not had, does not have now, and shall not have in the future, any responsibility in respect to the planning, design, or construction of the modification of said traffic signal.

5. That the Developer grants the Division or City the right and privilege to enter upon
such portions of the Developer's property located near the intersection for the
purpose of constructing and maintaining the traffic signal and its appurtenances.

6. That in the event there is an onsite disagreement all parties shall defer to the judgement of
the Division Engineer in charge.

7. This Agreement shall be governed by and construed in accordance with the laws of the State
of West Virginia, without regard to its choice of law principles.

IN WITNESS WHEREOF the parties, hereto have caused their respective names to
be signed by their duly authorized officers:

WEST VIRGINIA DEPARTMENT OF
TRANSPORTATION
Division of Highways
A State Agency

Title:
Deputy Secretary/Acting Commissioner

ALDI INC. PENNSYLVANIA
A Pennsylvania Corporation

Title:

CITY OF MORGANTOWN
A Municipal Corporation

Title:
Mayor

APPROVED AS TO FORM ON
7/11/2019
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION.
DIVISION OF HIGHWAYS

By:

Shamika Johnson

NUMBER: 1907085
A RESOLUTION AUTHORIZING APPLICATION FOR A WEST VIRGINIA JUSTICE ASSISTANCE GRANT PROGRAM

The City of Morgantown hereby resolves that the City Manager is authorized to execute the attached application for grant funding under the Fiscal Year 2019 West Virginia Justice Assistance Grant Program, together with any related documents necessary to complete such application.

Adopted this ___ day of __________, 2019

____________________________________
Mayor

____________________________________
City Clerk
FY 2019 West Virginia
Justice Assistance Grant Program
Application Forms

"The JAG application has adopted a format which bases all applications on specific
program types/abstracts. All units of state or local government are eligible to apply,
providing that their program/application falls under one of the Abstracts included in the
application packet."
<table>
<thead>
<tr>
<th>Budget Category</th>
<th>WV JAG Requested Funds (A)</th>
<th>Local (Match) Funds (B)</th>
<th>Total Budget (A + B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel/Contractual</td>
<td>$40,000.00</td>
<td>$71,072.00</td>
<td>$111,072.00</td>
</tr>
<tr>
<td>Travel/Training</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Totals</td>
<td>$40,000.00</td>
<td>$71,072.00</td>
<td>$111,072.00</td>
</tr>
</tbody>
</table>

*All funds must be rounded to the nearest whole dollar amount*

### Funding Strategy

<table>
<thead>
<tr>
<th>Funding Source(s)</th>
<th>Amount</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>WV JAG</td>
<td>$40,000.00</td>
<td>P</td>
</tr>
<tr>
<td>Local Funds (Morgantown Police Department)</td>
<td>$71,072.00</td>
<td>C</td>
</tr>
</tbody>
</table>

**Funding Source** - Separately list each source of funds that will be used in the program.

**Amount** - Enter the amount received or anticipated for each

**Status** - Indicate the status of each funding source as follows:

- P – Projected grant, loan or donation
- A – Application submitted and under review
- C – Funds Committed
- R – Funds received, appropriated or on hand
**West Virginia Justice Assistance Grant Program Application**

**Applicant Agency:** City of Morgantown  
**Address:** 389 Spruce Street, Morgantown, Wv 26505  
**Phone:** 304-284-7446  
**Fax Number:** 304-284-7526

**Project Director:** Robert Gilmore  
**PD Title:** SSC  
**Address:** 300 Spruce Street, Morgantown, Wv 26505  
**Phone:** 304-284-7446  
**Fax:** 304-284-7526  
**Email:** rgilmore@morgantownwv.gov

**Fiscal Officer:** Jame Goff  
**FO Title:** Finance Director  
**Address:** 389 Spruce Street, Morgantown, Wv 26505  
**Phone:** 304-284-7407  
**Fax:** 304-284-7418  
**Email:** jgoff@morgantownwv.gov

**Funds Requested:** 40,000.00  
**Match Proposed:** 71,072.00  
**Project Period:** July 1, 2019 – June 30, 2020

**Number of years previously funded:** 3  
**Estimated Number to be Served:** 1200  
**Geographic Area(s) Served:** Monongalia County  
**Total Population:** 30,547  
**DUNS Number:** 152234220  
**FEIN Number:** 55-6000215  
**Project Title:** MPDPRO

**Project Description:** The MPDPRO program will continue the presence of a PRO officer in two schools, in a cooperative effort to improve students knowledge of the criminal justice system and police.

**Certification:** To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by the governing body and the applicant will comply with the attached special conditions and assurances, if funding is provided.

**Authorized Official:** Paul Brake  
**Address:** 389 Spruce Street, Morgantown, Wv 26505

**Signature:**

**General Administrative Information**

**Type of Agency:** Municipality

**A0 Title:** City Manager  
**Phone:** 304-284-7405  
**Fax:** 304-284-7430  
**E-Mail:** pbrake@morgantownwv.gov

**Date:**