



# The City of Morgantown

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Office of the City Clerk

## AGENDA MORGANTOWN CITY COUNCIL REGULAR MEETING

August 4, 2020  
7:00 p.m.

To protect public health during the COVID-19 pandemic, personal attendance at the meeting will not be permitted. When it is time, the public may participate in the public portion by videoconference at the following link: <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> with meeting number (access code) 793 734 477, or by calling in at the following number 408-418-9388 and using the access code 793 734 477. 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](http://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 must complete the form at <https://www.morgantownwv.gov/FormCenter/Public-Comment-Sign-Up-Sheet-14/Public-Comment-Morgantown-City-Council-M-85> 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 texting 304-288-7072. Individuals may sign up to speak at any time until the meeting begins. Additionally, the public may submit written comments for the public portion of the meeting by sending written comments via email to the City Clerk at [cwade@morgantownwv.gov](mailto:cwade@morgantownwv.gov). In the email, please use the subject line "Public Comment 08/04/2020" and indicate in the body of the email if you would like your comment read aloud during the public portion of the meeting.

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **PLEDGE:**

4. **APPROVAL OF MINUTES:** July 21, 2020, Special Meeting minutes; July 21, 2020, Regular Meeting minutes; July 28, 2020, Special Meeting minutes; July 28, 2020, Committee of the Whole Meeting minutes.

5. **CORRESPONDENCE:**

6. **PUBLIC HEARINGS:**

- A. AN ORDINANCE AMENDING SECTION 1329.02 AND CHAPTER 1331 AND ESTABLISHING ARTICLE 1358 THE WILES HILL GATEWAY OVERLAY DISTRICT OF THE CITY OF MORGANTOWN PLANNING AND ZONING CODE
- B. AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND

**MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE COAL SEVERANCE FUND**

**D. AN ORDINANCE AMENDING SECTION 1713.01 ADOPTING STATE BUILDING CODE REVISIONS**

**7. UNFINISHED BUSINESS:**

**A. BOARDS & COMMISSIONS:**

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

**9. SPECIAL COMMITTEE REPORTS:**

**A. COMMUNITY POLICING & CITIZENS REVIEW BOARD – COUNCILOR CRUZE, CHAIR; DEPUTY MAYOR FETTY, VICE-CHAIR**

**10. CONSENT AGENDA: Reminder: Matters on the Consent Agenda are voted on collectively without any debate. If any member objects, an item is removed and considered under New Business.**

**A. AN ORDINANCE AMENDING SECTION 1329.02 AND CHAPTER 1331 AND ESTABLISHING ARTICLE 1358 THE WILES HILL GATEWAY OVERLAY DISTRICT OF THE CITY OF MORGANTOWN PLANNING AND ZONING CODE (*First Reading July 7, 2020*)**

**B. AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND (*First Reading July 21, 2020*)**

**C. AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE COAL SEVERANCE FUND (*First Reading July 21, 2020*)**

**D. AN ORDINANCE AMENDING SECTION 1713.01 ADOPTING STATE BUILDING CODE REVISIONS (*First reading July 21, 2020*)**

**11. NEW BUSINESS:**

**A. Consideration of APPROVAL of (FIRST READING) of A BOND ORDINANCE OF CITY COUNCIL WHICH WOULD (I) AUTHORIZE THE REFUNDING OF THE CITY OF MORGANTOWN COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 A (DIRECT PAYMENT BUILD AMERICA BONDS) (THE “SERIES 2010 A BONDS”), AND (II) AUTHORIZE THE ISSUANCE BY THE CITY OF NOT MORE THAN \$40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2020 A (TAX EXEMPT) (THE “SERIES 2020**

**A BONDS”) FOR THE PURPOSE OF REFUNDING THE SERIES 2010 A BONDS AND OTHER MATTERS RELATED THERETO.**

- 10. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE AMENDING CITY CODE SECTION 1713.99 PROVIDING PENALTIES FOR VIOLATION OF THE BUILDING CODE**
- 11. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE AUTHORIZING A UTILITY EASEMENT TO DQE OVER THE AIRPORT**
- 12. Consideration of APPROVAL of A RESOLUTION AUTHORIZING AN INTERNATIONAL AGREEMENT WITH THE MONONGALIA COUNTY COMMISSION FOR ANIMAL CONTROL OFFICER**
- 13. Consideration of APPROVAL of A RESOLUTION APPROVING AND AUTHORIZING TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) THE FY 2020 COMMUNITY DEVELOPMENT BLOCK GREANT (CDBG) ANNUAL ACTION PLAN**
- 14. Consideration of APPROVAL of A RESOLUTION AMENDING THE CITIZEN PARTICIPATION PLAN UNDER THE CITY’S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

**12. CITY MANAGER’S REPORT:**

**Information:**

1. Morgantown’s Urban Deer Archery Hunt - 2020

**New Business:**

1. FAA – Runway Extension Land Acquisition – Grant Acceptance Pre-Authorization
2. WV SHPO Grant to the Morgantown Historic Landmark Commission

**13. REPORT FROM CITY CLERK:**

**14. REPORT FROM CITY ATTORNEY:**

**15. REPORT FROM COUNCIL MEMBERS:**

- 16. EXECUTIVE SESSION:** Pursuant to West Virginia Code Section 6-9A-4 (2) (B) (12) to discuss potential or pending litigation.

**17. ADJOURNMENT:**

**\*For accommodations, please contact us at 304-288-7072.**

# City of Morgantown

## SPECIAL MEETING

July 21, 2020

The Special Meeting of the Common Council of the City of Morgantown was held via Webex on Tuesday, July 21, 2020, at 5:10 p.m.

**To protect public health during the COVID-19 pandemic, personal attendance at the meeting was not be permitted. When it was time, the public participated by videoconference at the following link: <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> with meeting number (access code) 793 734 477, or by calling in at the following number 408-418-9388 and using the access code 793 734 477.**

**PRESENT:** Via Webex Interim City Manager Emily Muzzarelli, City Attorney Ryan Simonton, City Clerk Christine M. Wade, Mayor Ron Dulaney, Deputy Mayor Rachel Fetty, and Council Members Bill Kawecki, Zackary Cruze, Jenny Selin, Ron Dulaney, Dave Harshbarger, and Barry Wendell.

The meeting was called to order by Mayor Dulaney.

### **NEW BUSINESS:**

**A. Discussion of Emergency Ordinance or other action of Council related to public health measures in response to COVID – 19 Pandemic** (*Topics may include but are not limited to*)

- Updates to face coverings
- Limitation of Community Gatherings
- Suspension inspection of rental units
- Suspension of municipal utility shutoff
- Suspension of evictions

Interim City Manager Emily Muzzarelli explained and recited articles of the Emergency Ordinance. Council discussed making updates to face covering requirements, limitation of community gatherings, suspending inspection of rental units, suspension of municipal utility shutoff, and suspension of evictions. After discussion, motion by Councilor Kawecki, second by Councilor Harshbarger, to amend the Emergency Ordinance that provides clarification on the face covering requirements, provides a limit on the size of indoor/outdoor gatherings, suspends regular inspection of rental units, and restricts the eviction of residential tenants. Motion carried 6-0 with Deputy Rachel Fetty having connection difficulty she was not able to vote.

### **ADJOURNMENT:**

There being no further business, motion by Councilor Wendell, second by Councilor Kawecki, to adjourn the meeting. Time: 7:15 p.m.

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City Clerk

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Mayor

# City of Morgantown

## SPECIAL MEETING July 28, 2020

The Special Meeting of the Common Council of the City of Morgantown was held via Webex on Tuesday, July 28, 2020, at 6:02p.m.

**To protect public health during the COVID-19 pandemic, personal attendance at the meeting was not be permitted. When it was time, the public participated by videoconference at the following link: <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> with meeting number (access code) 793 734 477, or by calling in at the following number 408-418-9388 and using the access code 793 734 477.**

**PRESENT:** Via Webex Deputy Clerk Heather Carl, Mayor Ron Dulaney, Deputy Mayor Rachel Fetty, and Council Members Bill Kawecki, Jenny Selin, Dave Harshbarger, and Barry Wendell. Zackary Cruze was absent.

The meeting was called to order by Mayor Dulaney.

**EXECUTIVE SESSION:** Pursuant to West Virginia Code Section 6-9a-4(b)(2)(a) to discuss personnel matters in considering new appointments for Boards and Commissions. Motion by Councilor Harshbarger, second by Councilor Kawecki, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:04 p.m.

### **Human Rights Commission**

6:00 p.m. – Ross Justice – Museum Commission

6:20 p.m. – Linda Durfee – Library Board

### **ADJOURNMENT:**

There being no further business, motion by Councilor Kawecki, second by Councilor Selin, to adjourn the meeting. Time: 6:53 p.m.

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City Clerk

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Mayor

# City of Morgantown

## COMMITTEE OF THE WHOLE MEETING July 28, 2020

To protect public health during the COVID-19 pandemic, personal attendance at the meeting was not permitted. When it was time, the public participated by videoconference at the following link: <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> with meeting number (access code) 793 734 477, or by calling in at the following number 408-418-9388 and using the access code 793 734 477. All members of the public could view the meeting on Channel 15 or by streaming hosted on the City's website at [www.morgantownwv.gov](http://www.morgantownwv.gov). Any person who wished to speak at the meeting completed a form at <https://www.morgantownwv.gov/FormCenter/Public-Comment-Sign-Up-Sheet-14/Public-Comment-Committee-of-the-Whole-fo-84> or provided their name, phone number used to participate, and the topic on which they would like to speak by texting 304-288-0847. They could sign up to speak at any time until the meeting began. Additionally, the public could submit written comments for the public portion of the meeting by sending written comments via email to the City Clerk at [cwade@morgantownwv.gov](mailto:cwade@morgantownwv.gov). In the email, they used the subject line "Public Comment 07/28/2020" and indicated in the body of the email if they would like their comment read aloud during the public portion of the meeting.

The Committee of the Whole Meeting of the Common Council of the City of Morgantown was held by via Webex on Tuesday, July 28, 2020, at 7:09 p.m.

**PRESENT:** Via Webex Interim City Manager Emily Muzzarelli, City Attorney Ryan Simonton, Mayor Ron Dulaney, Jr., Deputy Mayor Rachel Fetty, Council Members Bill Kawecki, Jenny Selin, Dave Harshbarger, and Barry Wendell. Zackery Cruze was absent.

The meeting was called to order by Deputy Mayor Fetty.

### **PRESENTATIONS:**

#### **1. 2020 Housing Needs Assessment – Patrick Bowen, Bowen National Research**

Patrick Bowen presented council with an overview of the findings of a housing assessment conducted over five months by Bowen National Research.

#### **2. Imprisonment Penalty for Building Codes – Mike Stone**

Mike Stone Director of Code Enforcement presented council with an ordinance that would give the city the option to charge a penalty of up to 30 days in jail for third and subsequent violations of the same code.

### **PUBLIC PORTION:**

Deputy Mayor Fetty opened the public portion and asked if there was anyone wishing to speak.

There being no one wishing to speak, Deputy Mayor Fetty closed the Public Portion.

### **ITEMS FOR DISCUSSION:**

#### **1. Imprisonment Penalty for Building Codes**

Mike Stone Chief of Code Enforcement explained, after discussion, this item was moved to August 4, 2020 Regular Meeting Agenda.

# City of Morgantown

## 2. Discussion of Juneteenth beginning June 19, 2021 and moving forward

Interim City Manager Emily explained, after discussion, council requested more information regarding a holiday exchange program and to be presented with the topic again during a future meeting.

## 3. City Department Updated and Highlights

Interim City Manager Emily explained presented council with updates on current projects in each department. No action was taken.

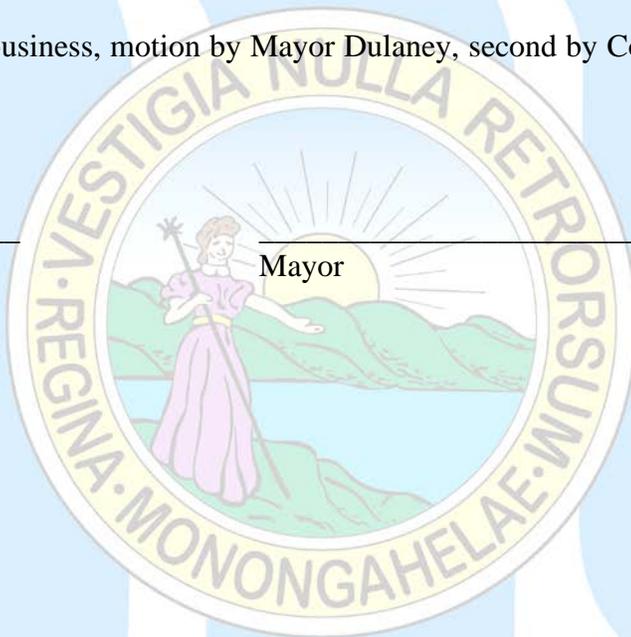
## 4. Morgantown Utility Board Bond Ordinance and Supplemental Parameters Resolution

City Attorney Ryan Simonton explained, after discussion, this item was moved to the August 4, 2020, Regular Meeting agenda.

### ADJOURNMENT:

There being no further business, motion by Mayor Dulaney, second by Councilor Wendell, to adjourn the meeting. Time: 9:28 p.m.

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



\_\_\_\_\_  
Mayor

**AN ORDINANCE AMENDING SECTION 1329.02 AND CHAPTER 1331 AND ESTABLISHING ARTICLE 1358 THE WILES HILL GATEWAY OVERLAY DISTRICT OF THE CITY OF MORGANTOWN PLANNING AND ZONING CODE.**

The City of Morgantown hereby ordains Section 1329.02 and Chapter 1331 of the Planning and Zoning Code are amended (deleted matter struck-through; new matter underlined) and Section 1358 is established (new matter underlined) in the Planning and Zoning Code as follows:

CHAPTER SEVEN - Land Use

- Art. 1331. Establishment of Zoning Districts and Zoning Map.
- Art. 1333. R-1, Single-Family Residential District.
- Art. 1335. R-1A, Single-Family Residential District.
- Art. 1337. R-2, Single- and Two-Family Residential District.
- Art. 1339. R-3, Multi-Family Residential District.
- Art. 1341. PRO, Professional, Residential and Office District.
- Art. 1343. OI, Office and Institutional District.
- Art. 1345. B-1, Neighborhood Business District.
- Art. 1347. B-2, Service Business District.
- Art. 1349. B-4, General Business District.
- Art. 1351. Performance Standards for Buildings in the General Business (B-4) District.
- Art. 1353. B-5, Shopping Center District.
- Art. 1355. I-1, Industrial District.
- Art. 1357. PUD, Planned Unit Development District.
- Art. 1358. Wiles Hill Gateway Overlay District.
- Art. 1359. ISOD, Interstate Sign Overlay District.
- Art. 1360. Airport Overlay District.
- Art. 1361. Sunnyside Overlay Districts.
- Art. 1362. B-4NPOD, B-4 Neighborhood Preservation Overlay District.

ARTICLE 1329  
Definitions

1329.02 DEFINITION OF TERMS.

For the purpose of this ordinance, the following words and phrases shall have the meaning respectively prescribed to them by this section. If not defined herein, or within other sections of

this ordinance, terms used in this ordinance shall have the meanings provided in any standard dictionary or American Planning Association publication as determined by the Planning Director.

BALCONY - A raised deck or porch extending from a building wall that is not directly accessible from an exterior access point.

DWELLING, ACCESSORY – A separate, complete housekeeping unit with separate entrance, kitchen, sleeping area, and full bathroom facilities, which is an attached or detached extension to an existing single-family structure. Also referred to as “ADUs.”

FRONT GATHERING SPACE – A semi-private and accessible building feature that is at least twenty (20) square feet in area, located directly in front of the principal façade of a structure and includes balconies, canopies, decks, porches, porticos, and stairway ending in a stoop or landing abutting the building wall. A front gathering space is not a patio or plaza feature.

## CHAPTER SEVEN - Land Use

Art. 1331. Establishment of Zoning Districts and Zoning Map.

Art. 1333. R-1, Single Family Residential District.

Art. 1335. R-1A, Single Family Residential District.

Art. 1337. R-2, Single and Two-Family Residential District.

Art. 1339. R-3, Multi-Family Residential District.

Art. 1341. PRO, Professional, Residential and Office District.

Art. 1343. OI, Office and Institutional District.

Art. 1345. B-1, Neighborhood Business District.

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Art. 1353. B-5, Shopping Center District.

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Art. 1358. Wiles Hill Gateway Overlay District.

Art. 1359. ISOD, Interstate Sign Overlay District.

Art. 1360. Airport Overlay District.

Art. 1361. Sunnyside Overlay Districts.

Art. 1362. B-4NPOD, B-4 Neighborhood Preservation Overlay District.

~~CHAPTER~~ ARTICLE 1331  
 Establishment of Zoning Districts and Zoning Map

(A) The City is hereby classified and divided into the following zoning zones (also referred to as districts):

<b>Abbreviation</b>	<b>Description</b>
R-1.....	Single-Family <del>Residence</del> <u>Residential</u>
R-1A .....	Single-Family <del>Residence</del> <u>Residential</u>
R-2.....	Single- and Two-Family <del>Residence</del> <u>Residential</u>
R-3.....	Multi-Family <del>Residence</del> <u>Residential</u>
PRO.....	Professional, Residential and Office
<u>OI.....</u>	<u>Office and Institutional</u>
B-1 .....	Neighborhood Business
B-2.....	Service Business
B-4.....	General Business
B-5.....	Shopping Center
<del>OI.....</del>	<del>Office and Institutional</del>
I-1 .....	Industrial
PUD.....	Planned Unit Development

(B) In addition to the zoning districts listed above, portions of the City may be classified according to the following overlay zoning districts:

<b>Abbreviation</b>	<b>Description</b>
<u>WHOD .....</u>	<u>Wiles Hill Gateway Overlay District</u>
ISOD .....	Interstate Sign Overlay District
Airport Overlay District	
SCOD .....	Sunnyside Central Overlay District
SSOD .....	Sunnyside South Overlay District
BCOD .....	Beechurst Corridor Overlay District
B-4NPOD .....	B-4 Neighborhood Preservation Overlay District

ARTICLE 1358  
WHOD, Wiles Hill Gateway Overlay District

1358.01 PURPOSE.

The Wiles Hill Gateway Overlay District, pursuant to recommendations in the Future Study Area No. 5 Plan dated October 8, 2019 shall be divided into three (3) blocks and serve as a set of demonstration land use, design, and performance standards to:

- (A) Advance desired infill development and redevelopment to modestly increase residential densities in a transitional pattern;
- (B) Advance infill and redevelopment through dwelling unit diversification; and,
- (C) Promote construction of affordable workforce housing opportunities that includes a balance of owner and renter households.

Standards provided in this Article shall supersede or supplement those provided in other parts of this Ordinance where conflicts exist.

1358.02 BLOCKS.

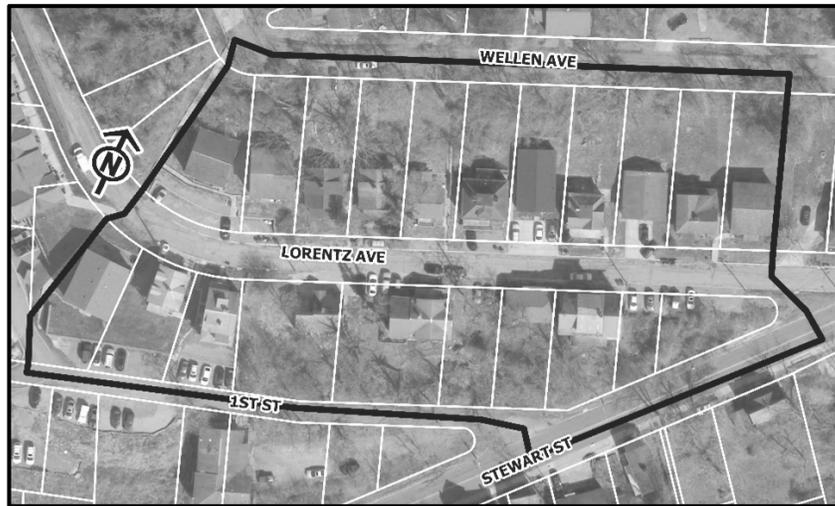
- (A) WHOD Block “A” Boundary. Beginning at the intersection of Stewart Street and Highland Avenue; then in a southerly direction along Stewart Street to the intersection of Lorentz Avenue; then west along Lorentz Avenue to the parcel boundary separating Parcels 330.1 and 331 of Monongalia County Tax Map 20 in Tax District 12; then north along said parcel boundary to Wellen Avenue; then west along Wellen Avenue to its intersection with Raymond Street; then in a northerly direction along Raymond Street to the intersection of Highland Avenue; then east along Highland Avenue to the point of beginning at the intersection of Stewart Street and Highland Avenue. The Block “A” boundary is shown in Graphic 1358.02.01.

Graphic 1358.02.01 – Block “A” Boundary



(B) WHOD Block “B” Boundary. Beginning at the intersection of Stewart Street and Lorentz Avenue; then in a southerly direction along Stewart Street to the intersection of First Street; then west along First Street to the intersection of Old Golden Blue Lane; then north along Old Golden Blue Lane to the parcel boundary separating Parcels 256 and 257.1 of Monongalia County Tax Map 20 in Tax District 12; then north along said parcel boundary to Wellen Avenue; then east along Wellen Avenue to the parcel boundary separating Parcels 330.1 and 331 of Monongalia County Tax Map 20 in Tax District 12; then south along said parcel boundary to Lorentz Avenue; then east along Lorentz Avenue to the point of beginning at the intersection of Stewart Street and Lorentz Avenue. The Block “B” boundary is shown in Graphic 1358.02.02.

Graphic 1358.02.02 – Block “B” Boundary



(C) WHOD Block “C” Boundary. Beginning at the intersection of Stewart Street and First Street; then southwest along Stewart Street to the intersection of Jones Avenue; then north along Jones Avenue to the intersection of Overhill Street; then northeast along Overhill Street to the intersection of Sharon Avenue; then southeast along Sharon Avenue to the intersection of Lorentz Avenue; then southwest to southeast along Lorentz Avenue to the parcel boundary separating Parcels 256 and 257.1 of Monongalia County Tax Map 20 in Tax District 12; then south along said parcel boundary to First Street; then northeast along First Street to the point of beginning at the intersection of Stewart Street and First Street. The Block “C” boundary is shown in Graphic 1358.02.03.

Graphic 1358.02.03 – Block “C” Boundary



1358.03 LAND USE REGULATIONS AND DESIGN AND PERFORMANCE STANDARDS COMMON TO ALL WILES HILL GATEWAY OVERLAY DISTRICT BLOCKS.

The following land use regulations and development design and performance standards are held in common to blocks that compose the Wiles Hill Gateway Overlay District.

(A) PERMITTED PRINCIPAL AND CONDITIONAL USES

The table and supplemental regulations of the Wiles Hill Gateway Overlay District Permitted Land Uses Table are incorporated in this section and are adopted as the basic land use regulations for the Wiles Hill Gateway Overlay District. The table and supplemental regulations identify the types of land uses that are permitted within each of the blocks composing the overlay district and any applicable conditions and limitations.

Determining the overlay district block in which a particular use is allowed shall be interpreted as provided in Section 1331.05. However, the Wiles Hill Gateway Overlay District Permitted Land Uses Table shall supersede Table 1331.05.01 Permitted Land Use.

A description of the supplemental regulations immediately follows the Wiles Hill Gateway Overlay District Permitted Land Use Table, which shall supersede Section 1331.06 unless noted otherwise.

Table 1358.03.01 – Wiles Hill Gateway Overlay District Permitted Land Uses

<u>Uses</u>	<u>Block A</u>	<u>Block B</u>	<u>Block C</u>	<u>Supplemental Regulations</u>
<u>Administrative Office</u>			<u>A</u>	<u>1</u>
<u>Bakery, Retail</u>			<u>C</u>	<u>1</u>
<u>Barber Shop / Beauty Salon</u>			<u>C</u>	<u>1</u>
<u>Communications Equipment Building</u>	<u>C</u>	<u>C</u>	<u>C</u>	
<u>Community Center</u>			<u>C</u>	
<u>Convenience Store, Neighborhood</u>			<u>C</u>	<u>1</u>
<u>Day Care Facility, Class 1</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Day Care Facility, Class 2</u>			<u>C</u>	<u>1, 2</u>
<u>Dwelling, Accessory</u>	<u>A</u>			<u>3</u>
<u>Dwelling, Mixed Use</u>			<u>P</u>	<u>4</u>
<u>Dwelling, Multi-family</u>			<u>P</u>	<u>5</u>
<u>Dwelling, Single-family</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Dwelling, Townhouse</u>		<u>P</u>	<u>P</u>	<u>6</u>
<u>Dwelling, Two-Family</u>		<u>P</u>	<u>P</u>	<u>7</u>
<u>Essential Services and Equipment</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Group Residential Facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Group Residential Home</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Home Occupation, Class 1</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>8</u>
<u>Manufactured Homes</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Mixed Use Building</u>			<u>C</u>	<u>9</u>
<u>Personal Services Establishment</u>			<u>C</u>	<u>1</u>
<u>Restaurant</u>			<u>C</u>	<u>1</u>
<u>Snack Bar/Snack Shop</u>			<u>C</u>	<u>1</u>
<u>Telecommunications Class I</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>10</u>
<u>Wellness Center</u>			<u>C</u>	<u>1</u>

**(B) SUPPLEMENTAL REGULATIONS PERTAINING TO WILES HILL GATEWAY OVERLAY DISTRICT PERMITTED LAND USES TABLE.**

- (1) The maximum gross floor area for permitted nonresidential use space shall be 2,000 square feet and any permitted food service establishment shall not exceed 500 square feet of customer seating area.
- (2) DAY CARE FACILITIES, CLASS 2 shall observe Section 1331.06(19) supplemental regulations.

- (3) ACCESSORY DWELLING shall comply with the following provisions:
  - (a) An accessory dwelling shall not have more bedrooms or be permitted to have occupancy greater than the principal single-family dwelling.
  - (b) The gross floor area of a detached accessory dwelling shall be no more than fifty percent (50%) of the single-family dwelling's first floor gross floor area.
  - (c) A detached accessory dwelling shall not be located in front of the single-family dwelling's principal façade. On corner lots, a detached accessory dwelling shall not be located between any portion of the principal structure and either street.
  - (d) A detached accessory dwelling shall not be located closer than five feet to the side or rear property line.
  - (e) Parcels that include a detached accessory dwelling shall not have any additional accessory structures.
  - (f) An attached accessory dwelling shall only be permitted above a single-family dwelling's attached garage.
- (4) MIXED USE DWELLING shall observe Section 1331.06(20) and (26) supplemental regulations.
- (5) MULTI-FAMILY DWELLING shall observe Section 1331.06(35)(b) supplemental regulations.
- (6) For TOWNHOUSE development, the minimum lot size shall be 1,800 square feet and the minimum lot frontage (lot width) shall be twenty (20) feet. Townhouse dwellings shall be situated on individual lots separate from other townhouse dwelling unit lots within the same townhouse building.
- (7) TWO-FAMILY DWELLINGS in Block B may only be side-by-side (sharing the same side vertical common or party wall) and may not be over-under (one dwelling unit above another dwelling unit).
- (8) HOME OCCUPATIONS shall observe Section 1331.06(2) supplemental regulations.
- (9) MIXED USE BUILDINGS shall observe Section 1331.06(20) supplemental regulations.
- (10) TELECOMMUNICATIONS FACILITIES shall observe Section 1331.06(30).
- (C) SETBACK AND ENCROACHMENTS INTO SETBACKS.
  - (1) To promote affordable homeownership opportunities, no side building setbacks are required for interior lot lines for side-by-side two-family

dwellings. Exterior building setbacks for side-by-side and for over-under two-family dwellings shall observe side setback standards provided in the applicable WHOD Block.

- (2)  To promote affordable homeownership opportunities, townhouse dwellings shall have zero setbacks for interior lot lines. Exterior building setbacks shall observe side setback standards provided in the applicable WHOD Block.
- (3)  On a corner lot, the required side yard setback on the side facing a street shall be one and one-half (1.5) times the normal side setback requirement.
- (4)  Architectural features may project into a required setback as provided below:
  - (a)  Fire escapes, chimneys, cornices, awnings, canopies, eaves, sills, pilasters, lintels, gutters or other similar features may extend into a setback a distance not exceeding three (3) feet, except that such features shall not extend closer than three (3) feet from the property line.
  - (b)  Uncovered stairs, landings and porches shall not extend closer than three (3) feet from the property line.
  - (c)  Open and covered, but un-enclosed front porches attached to single-family dwellings may extend into the required front setback a distance equal to fifty (50) percent of the setback depth. Such porches may not subsequently be enclosed unless the normal setback requirements within the respective WHOD Block are met.
- (5)  No permitted encroachment noted above shall extend to within three (3) feet of an accessory structure.
- (6)  Fences, walls, terraces, steps or other similar features may encroach into a requires setback, except as provided in Section 1363.03, Safety and Vision. Such appurtenances shall not be located within access, drainage, or utility easements.
- (7)  HVAC mechanical units may be located no closer than two (2) feet to a side lot line and may not be placed in the front yard.

(D) CALCULATED BUILDING HEIGHT.

- (1)  Unless otherwise specified in a Wiles Hill Gateway Overlay District Block, principal building height measured in feet shall be the vertical distance measured from the centerline grade of the roadway from which the lot frontage and building envelope orientation is established to the highest point of the roof for a flat roof, to the deck line of a mansard roof, and to the mean height between eaves and ridges of gable, hip, and gambrel roofs. Building height calculation shall not include chimneys, spires, elevator and

mechanical penthouses, water tanks, radio antennas, and similar projections or other exceptions provided in Section 1363.02(A), Height Exceptions.

- (2) Accessory structure height measured in feet shall be the average vertical distance measured from the adjoining grade to the halfway point between the highest and lowest elevations of the roof type as described in Section 1358.03 (D)(1) above. The maximum height of an accessory structure shall not exceed eighteen (18) feet, except for detached accessory dwelling units, where permitted, which shall not exceed twenty (20) feet.

(E) PARKING AND LOADING STANDARDS.

Unless otherwise provided, all uses within the Wiles Hill Gateway Overlay District shall conform to the off-street parking and loading requirements in Article 1365, Parking, Loading and Internal Roadways.

- (1) The minimum number of off-street parking spaces for residential uses shall be 0.75 spaces per occupant as determined by the West Virginia State Building Code as adopted and implemented by the City. The minimum number of off-street parking spaces for mixed-use dwellings shall be 0.75 spaces per occupant as determined by the West Virginia State Building Code plus required spaces for nonresidential use(s).
- (2) The maximum number of parking spaces for an accessory dwelling unit is one (1) space.
- (3) All three (3) types of site plan reviews for new development and redevelopment provided in Section 1385.04 et seq. shall provide bicycle storage facilities set forth in Section 1365.06(Q) as well as the following provisions.
  - (a) With the exception of single-family dwellings, all residential units shall provide not less than one (1) long-term bicycle storage space.
  - (b) All townhouse principal buildings shall provide not less than one (1) short-term bicycle storage space located not more than fifty (5) feet from the principal building.
  - (c) One (1) long-term bicycle storage space and one (1) short-term bicycle storage space shall be provided for each residential unit in a multi-family building and/or in a mixed-use building.

- (F) Retaining Walls. As a part of any new development or redevelopment, existing retaining walls generally running parallel with and visible from the public right-of-way shall be replaced according to the following design standards. New retaining walls generally running parallel with and visible from the public right-of-way shall be constructed according to the following design standards.

- (1) New retaining wall construction shall be terraced from Stewart Street vertically to its highest point. Each terraced section of retaining wall shall not exceed a height of five (5) feet measured from visible base to cap stone.
- (2) Permitted retaining wall materials include concrete masonry units (CMU) and masonry units; provided, materials shall have a consistent natural-stone appearance, preferably in the style of limestone, cobblestone, kingstone, or ledgestone. The use of flat forms shall be limited to not more than fifty percent (50%) of a retaining wall's face. Retaining walls shall be earth toned colors.
- (3) Areas between terraced walls shall be appropriately landscaped to soften the visual impact of larger retaining walls systems from adjoining properties and public rights-of-way. Landscaping should incorporate appropriate small trees, shrubs, ornamental grasses, perennials, etc. that compliments and is in continuity with the Stewart Street and University Avenue public green space.

(G) LANDSCAPING REQUIREMENTS FOR PROPERTIES ADJOINING STEWART STREET PUBLIC RIGHT OF WAY

- (1) All new development and redevelopment involving lots that have rear yards adjoining Stewart Street public right-of-way shall provide a landscape buffer abutting the Stewart Street public right-of-way and is ten (10) feet wide planted with one (1) two inch (2") caliper small deciduous tree for every (20) feet and at least three (3) shrubs of at least three (3) gallons in size clustered between each two (2) trees.
- (2) maintenance of the landscaped buffer shall be completed in accordance with Sections 1367.10(C) and 1367.10(D).

(H) FRONT GATHERING SPACES. All residential construction shall include a front gathering space except for accessory dwelling units which may include a front gather space. Front gathering spaces should be covered and may not be enclosed.

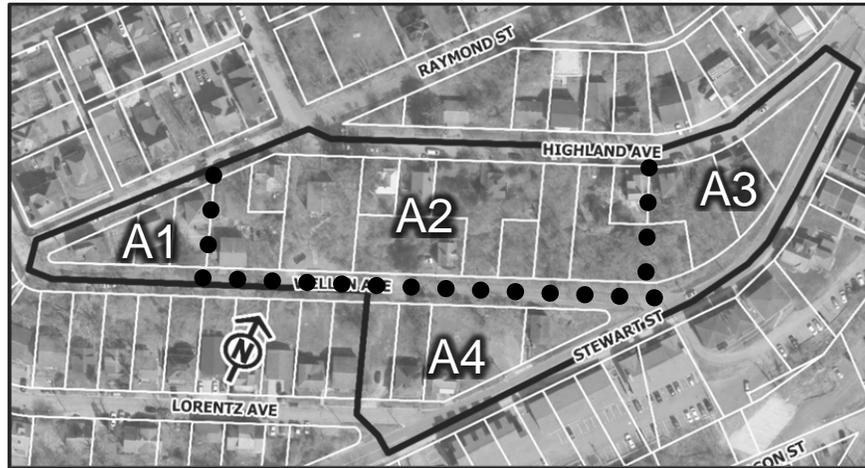
1358.04 BLOCK "A" DEVELOPMENT STANDARDS.

(A) PURPOSE. The purpose of Block "A" is to serve as a transition into the adjoining R-1A District while enabling creative building forms and moderately higher detached single-family densities that incentivize infill and redevelopment of underutilized, functionally obsolete, and/or nonconforming properties.

(B) LOT PROVISIONS.

- (1) Block "A" shall include four (4) subgroups "A1", "A2", "A3", and "A4" as illustrated in Graphic 1358.04.01 for the purpose of establishing varying lot provisions.

Graphic 1358.04.01 – Block “A” Subgroups



(2) The following shall be the minimum lot size standard for each of the Block “A” Subgroups:

- (a) Subgroup “A1” ..... 4,200 square feet
- (b) Subgroup “A2” ..... 3,000 square feet
- (c) Subgroup “A3” ..... 4,500 square feet
- (d) Subgroup “A4” ..... 4,500 square feet

(3) The following shall be the minimum lot frontage standard for each of the Block “A” Subgroups:

- (a) Subgroup “A1” ..... 50 feet
- (b) Subgroup “A2” ..... 44 feet
- (c) Subgroup “A3” ..... 40 feet
- (d) Subgroup “A4” ..... 40 feet

(4) The following shall be the lot coverage standard for each of the Block “A” Subgroups:

- (a) Subgroup “A1” ..... 28%
- (b) Subgroup “A2” ..... 45%
- (c) Subgroup “A3” ..... 55%
- (d) Subgroup “A4” ..... 55%

(5) New development and/or redevelopment shall have the following frontage and building envelope orientation for each of the Block "A" Subgroups:

(a) Subgroup "A1"..... Raymond Street or Wellen Avenue, as determined by the Planning Director.

(b) Subgroup "A2"..... Highland Avenue or Wellen Avenue, as determined by the Planning Director.

(c) Subgroup "A3"..... Highland Avenue

(d) Subgroup "A4"..... Wellen Avenue

(C) SETBACKS.

(1) Principal Buildings.

(a) Minimum Front setback..... 5 feet

(b) Maximum Front setback..... 12 feet

(c) Minimum Side setback ..... 5 feet

(d) Minimum Rear setback ..... 5 feet

(2) Accessory Structures. Except for detached accessory dwellings provided in this overlay district, see Section 1331.08 for accessory structures in residential districts.

(D) BUILDING HEIGHT

(1) The maximum height of a principal building for lots with frontage on Highland Avenue or Raymond Street shall be thirty (30) feet above the fronting roadway centerline.

(2) The maximum height of a principal building for lots with frontage on the north side Wellen Avenue shall be forty (40) feet above the fronting roadway centerline.

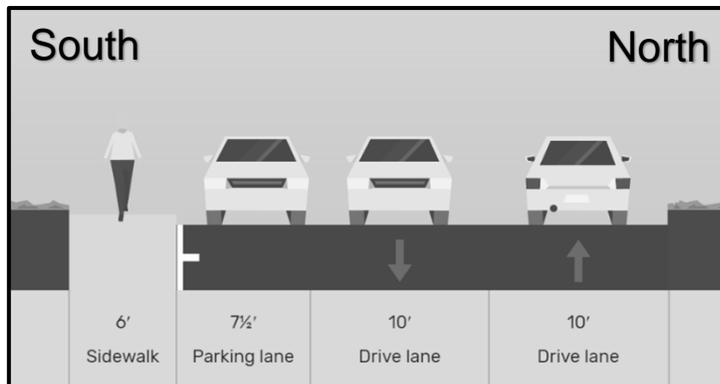
(3) The maximum height of a principal building for lots with frontage on the south side of Wellen Avenue shall be thirty (30) feet above the fronting roadway centerline.

(E) PERFORMANCE STANDARDS

(1) New development and/or redevelopment approvals and permits for parcels fronting Highland Avenue may not be issued until the Highland Avenue public right-of-way is improved or performance guarantee secured to the satisfaction of the City Engineer between its intersection with Stewart Street and its intersection with Raymond Street. Improvements should

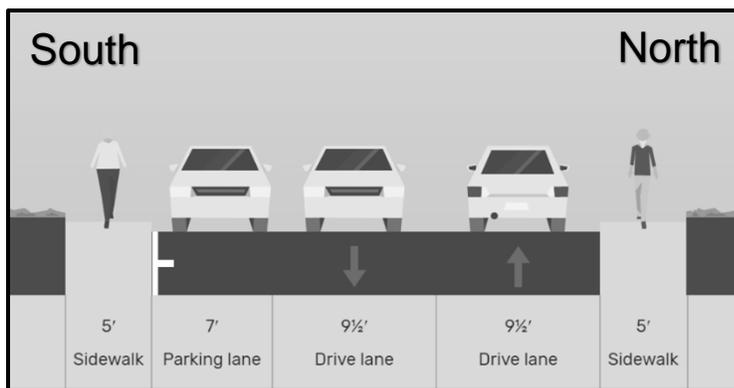
accommodate two lanes of traffic, a parking lane, and sidewalk as generally illustrated in Graphic 1358.04.01.

Graphic 1358.04.01 – Preferred Highland Avenue Roadway Cross-Section



- (2) New development and/or redevelopment approvals and permits for parcels fronting Wellen Avenue may not be issued until the Wellen Avenue public right-of-way is improved or performance guarantee secured to the satisfaction of the City Engineer between its intersection with Stewart Street and its intersection with Raymond Street. Improvements should accommodate two lanes of traffic, a parking lane, and sidewalks as generally illustrated in Graphic 1358.04.02.

Graphic 1358.04.02 – Preferred Wellen Avenue Roadway Cross-Section



- (3) Unless otherwise provided in Block "A", see Section 1335.07 for building design standards for permitted residential development.
- (4) Single-family dwelling units shall comply with supplemental regulations provided in Section 1331.06(16); except, no housing unit shall be less than 20 feet in width.
- (5) Attached front loaded garages for southern facing structures may take up the complete width of the ground-level front façade.

- (6) At least one (1) of the minimum required off-street parking spaces for each dwelling unit shall be located within an enclosed garage.
- (7) Off-street parking spaces shall not be located completely between the front façade and the public right-of-way; provided, off-street parking spaces may extend past the building line.
- (8) All open driveways and off-street parking spaces shall be surfaced with an all-weather, dust-free concrete or asphalt prior to the issuance of a Certificate of Occupancy. Driveways and off-street parking spaces shall be maintained in good condition. Other surface materials and designs may be utilized when specifically approved by the City Engineer, for purposes of reducing storm water runoff or other environmental and aesthetic considerations, with the exception of loose gravel which shall not be permitted.
- (9) Curb cuts and driveway entrances shall be prohibited from Stewart Street.
- (10) Principal Buildings shall be no less than twelve (12) feet wide.
- (11) Residential construction may deviate from street orientation of adjacent interior lot residential structures, except for structures on parcels that abut Stewart Street which shall be oriented towards either Wellen Avenue or Highland Avenue public roadways, whichever is closer.

1358.05      BLOCK “B” DEVELOPMENT STANDARDS.

(A) PURPOSE. The purpose of Block “B” is to serve as a transition between Blocks “A” and “C” while enabling creative building forms and moderately higher densities than Block “A” to incentivize redevelopment of existing nonconforming rental properties. Two-Family and Townhouse designs are preferred for this block.

(B) LOT PROVISIONS.

- (1) The minimum lot size shall be 4,700 square feet. See Section 1358.03(B)(6) for minimum lot size standard for townhouse development.
- (2) The minimum lot frontage shall be 40 feet. See Section 1358.03(B)(6) for minimum lot frontage standard for townhouse development.
- (3) New development shall have frontage and building envelope orientation toward the Lorentz Avenue public right-of-way.
- (4) For development north of Lorentz Avenue – Maximum lot coverage shall be 35 percent.
- (5) For development south of Lorentz Avenue – Maximum lot coverage shall be 38 percent.

(C) SETBACKS.

- (1) For development of principal buildings north of Lorentz Avenue, except as provided in Section 1358.03(C)(1) and (2):
  - (a) Minimum Front setback .....20 feet
  - (b) Maximum Front setback .....25 feet
  - (c) Minimum Side setback.....5 feet
  - (d) Minimum Rear setback.....45 feet
- (2) For development of principal buildings south of Lorentz Avenue, except as provided in Section 1358.03(C)(1) and (2):
  - (a) Minimum Front setback .....5 feet
  - (b) Maximum Front setback .....10 feet
  - (c) Minimum Side setback.....5 feet
  - (d) Minimum Rear setback.....40 feet
- (3) See Section 1331.08 for accessory structures in residential districts.

(D) BUILDING HEIGHT.

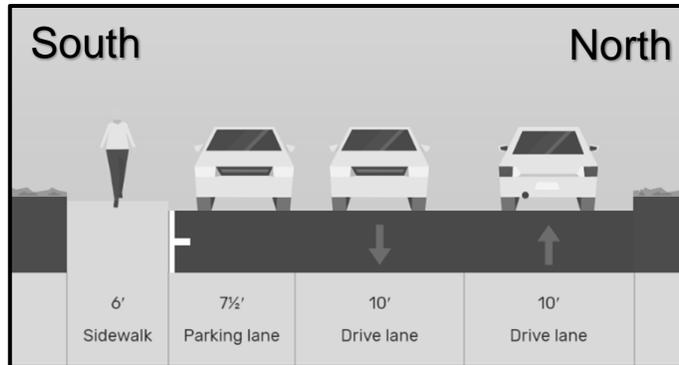
- (1) The maximum height of a principal building for lots on the north side of Lorentz Avenue shall be forty (40) feet above the fronting roadway centerline.
- (2) The maximum height of a principal building for lots on the south side of Lorentz Avenue shall be thirty (30) feet above the fronting roadway centerline.

(E) PERFORMANCE STANDARDS.

- (1) Unless otherwise provided in Block "B", see Section 1337.07 for building design standards for permitted residential development.
- (2) Single-family dwelling units shall comply with supplemental regulations provided in Section 1331.06(16); except, no single-family housing unit shall be less than 20 feet in width.
- (3) New development and/or redevelopment approvals and permits may not be issued until the Lorentz Avenue public right-of-way is improved or performance guarantee secured to the satisfaction of the City Engineer between its intersection with Stewart Street and the pedestrian way connecting Wellen Avenue to Lorentz Avenue to Old Golden Blue Way.

Improvements should accommodate two lanes of traffic, a parking lane, and sidewalk as generally illustrated in Graphic 1358.05.01

Graphic 1358.05.01 – Preferred Lorentz Avenue Roadway Cross-Section



- (4) Residential dwelling unit occupancy will be determined by the West Virginia State Building Code as adopted and implemented by the City.
- (5) Sidewalks shall be constructed along the frontage of a lot upon which a use is to be constructed. Sidewalks shall be at least six (6) feet wide. Sidewalk construction may only be waived by the City Engineer if the planned and accepted public right-of-way cross-section places the sidewalk facility on the opposite side of the right-of-way from the lot upon which a use is to be constructed; provided, a waiver must be accompanied by the sidewalk development in lieu of fee enacted by City Council.
- (6) Curb cuts and driveway entrances shall be prohibited from Wellen Avenue and Stewart Street.
- (7) Off-street parking spaces shall not be located between the front façade and the public right-of-way for development on the south side of Lorentz Avenue.
- (8) At least one (1) of the minimum required off-street parking spaces for each dwelling unit shall be located within an enclosed garage.
- (9) All open driveways and off-street parking spaces shall be surfaced with an all-weather, dust-free concrete or asphalt prior to the issuance of a Certificate of Occupancy. Driveways and off-street parking spaces shall be maintained in good condition. Other surface materials and designs may be utilized when specifically approved by the City Engineer, for purposes of reducing storm water runoff or other environmental and aesthetic considerations, with the exception of loose gravel which shall not be permitted.
- (10) Principal Buildings shall be no less than 20 feet wide and no more than one-hundred twenty (120) feet wide.

1358.06      BLOCK "C" DEVELOPMENT STANDARDS.

(A) PURPOSE. The purpose of Block "C" is to foster development, built into the hillside, of moderately higher densities than Block B that provides an attractive gateway into the Wiles Hill neighborhood. The Jones Avenue and Stewart Street intersection should be designed with significant terraced retaining walls and landscaping features allowing development to be accessible from First Street or Jones Avenue.

(B) LOT PROVISIONS.

- (1) The minimum lot size shall be 4,000 square feet. See Section 1358.03(B)(6) for minimum lot size standard for townhouse development.
- (2) The minimum lot frontage shall be 35 feet. See Section 1358.03(B)(6) for minimum lot frontage standard for townhouse development.
- (3) Maximum lot coverage shall be 60 percent.
- (4) New development shall have frontage and building envelope orientation toward First Street, Jones Avenue, or Lorentz Avenue as determined by the Planning Director.

(C) SETBACKS.

- (1) For development of principal buildings in Block "C", except as provided in Section 1358.03(C)(1) and (2):
  - (a) Minimum Front setback ..... 5 feet
  - (b) Maximum Front setback ..... 15 feet
  - (c) Minimum Side setback ..... 5 feet
  - (d) Minimum Rear setback ..... 20 feet
- (2) See Section 1331.08 for accessory structures in residential districts.

(D) BUILDING HEIGHT.

- (1) The maximum height of a principal building shall not exceed the 1,090-foot topographic elevation coordinate; provided,
  - (a) Principal buildings for which the frontage and building envelope orientation has been determined by the Planning Director to be First Street or its former linear path, the maximum principal building height shall be the lesser of 1,100 feet above mean sea level or forty (40) feet above the centerline grade of:
    - (i) The First Street roadway; or,

(ii) The annulled portion of First Street through which a public access and pedestrian path easement has been established.

(b) Principal buildings for which the frontage and building envelope orientation has been determined by the Planning Director to be Jones Avenue and located between Stewart Street and the annulled portion of First Street through which a public access and pedestrian path easement has been established, the maximum principal building height shall be forty (40) feet above the adjoining grade at any point of the front façade.

(c) Principal buildings for which the frontage and building envelope orientation has been determined by the Planning Director to be Lorentz Avenue, Old Golden Blue Lane, Pride Lane, or a new public or private roadway, the maximum principal building height shall be thirty-five (35) feet above the fronting roadway centerline.

(2) For the purpose of this section, the North American Datum 1983 State Plane West Virginia North FIPS 4701 Feet coordinate system shall be used in determining topographic elevation coordinates.

(E) PERFORMANCE STANDARDS.

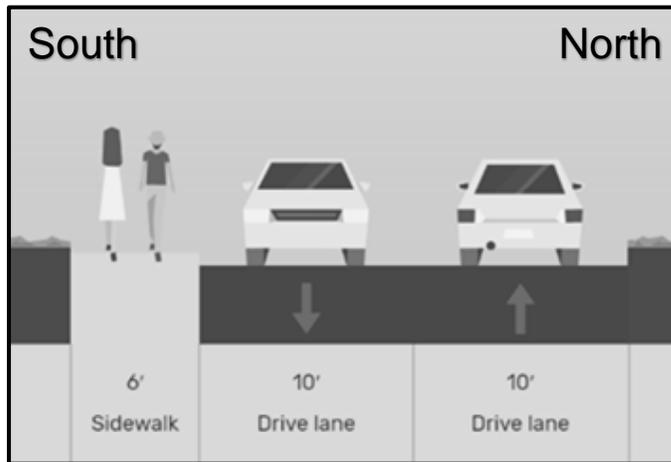
(1) Unless otherwise provided in Block "C", see Section 1337.07 for building design standards for permitted residential development.

(2) Single-family dwelling units shall comply with supplemental regulations provided in Section 1331.06(16); except, no single-family housing unit shall be less than 20 feet in width.

(3) New development and/or redevelopment approvals and permits for First Street and/or Jones Avenue frontage may not be issued until:

(a) The First Street public right-of-way is improved or performance guarantee secured to the satisfaction of the City Engineer between its intersection with Stewart Street and the annulled portion of First Street. Improvements should accommodate two lanes of traffic and sidewalk as generally illustrated in Graphic 1358.05.01.

Graphic 1358.06.01 – Preferred First Street Roadway Cross-Section



(b) The pedestrian path between Old Golden Blue Lane and Jones Avenue is improved or performance guarantee secured to the satisfaction of the City Engineer.

(4) Building Form. Multi-family development should complement and incorporate hillside slopes through terraced stacking of dwelling units as generally illustrated in Graphic 1358.06.01.

Graphic 1358.02.03 – Block “C” Boundary



(5) Minimum Open Space. Permanent open space shall be required as an integral part of townhouse and/or multi-family development. In townhouse or multi-family development within “Block C,” at least ten percent (10%) of the total area (measured in square feet) of “Block C,” not including the required yard setbacks, shall be dedicated as open space as a part of a townhouse and/or multi-family development and shall be maintained by the developer/owner/homeowners association and shall be accessible to all residents of the development. Open space shall not include any impervious surfaces designed, developed, and used for parking spaces. At least thirty percent (30%) of the total permanent open shall be of “improved open space”

type. "Improved Open Space" is defined, for the purposes of this section, as parks, playgrounds, plazas, landscaped green spaces, and other areas that are created or modified by man.

(6) Vehicle Access and Parking.

(a) Curb cuts and driveway entrances shall be prohibited from Stewart Street.

(b) Driveway entrances from First Street should be limited in number and designed to provide common access to on-site parking spaces located in the rear yard.

(c) At least one (1) of the minimum required off-street parking spaces for each dwelling unit shall be located within an enclosed garage and/or under a permanent accessory canopy structure.

This ordinance shall be effective upon date of adoption.

FIRST READING:

\_\_\_\_\_  
Mayor

ADOPTED:

FILED:

RECORDED:

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

**AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.**

The City of Morgantown hereby ordains:

That the FY 2020-2021 Annual Budget of the General Fund of the City of Morgantown is amended as shown in the revised budget (Revision 01A) attached hereto and made a part of this ordinance.

First Reading:

Adopted:

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Mayor

Filed:

Recorded:

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City Clerk

CITY OF MORGANTOWN						
GENERAL FUND - REVISION 01A						
FY 2020-2021						
ACCT NO	REVENUES	BUDGET FY21	PROPOSED REV 01A	PROPOSED AMENDED BUDGET	EXPLANATION OF PROPOSED ADJUSTMENTS	
299	Fund Balance Unassigned	680,000	3,020,000	3,700,000	Adjust to estimate as of 7/13/2020. Increase is predominantly a result of CARES Act funding received.	
			3,020,000			
ACCT NO	EXPENDITURES	BUDGET FY21	PROPOSED REV 01A	PROPOSED AMENDED BUDGET	EXPLANATION OF PROPOSED ADJUSTMENTS	
699	Contingency	605,573	2,907,800	3,513,373	Excess of total revenues to total expenses, up to 10% of General Fund budget allowed to be carried as Contingency amount	
415	City Clerk	228,419	15,000	243,419	Codification and meeting management services from Municode budgeted in FY 2020 and not completed or billed.	
422	Human Resources	339,336	28,000	367,336	City manager recruiting cost not completed or billed in FY 2020.	
	Airport Allocation	200,000	52,000	252,000	To provide additional support due to COVID-19 related fuel sale declines.	
802	Recycling	-	17,200	17,200	Unused budget from FY 2020 REAP grant of \$39,286.	
			3,020,000			

Ora Ash, Deputy State Auditor  
 West Virginia State Auditor's Office  
 153 West Main Street, Suite C  
 Clarksburg, WV 26301  
 Phone: 627-2415 ext. 5114  
 Fax: 627-2417

**REQUEST FOR REVISION TO APPROVED BUDGET**

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER  
 Fiscal Year: **2020-2021**  
 Ending: **General**  
 Fund: **1A**  
 Revision Number: **1A**  
 Pages: **1 of 1**

City of Morgantown  
 GOVERNMENT ENTITY

389 Spruce Street  
 STREET OR PO BOX

**Municipality**  
 Government Type

Person To Contact Regarding Request:

Name: **James M. Goff**

Phone: **304-284-7407**

Fax: **304-284-7418**

Morgantown  
 CITY

26508  
 ZIP CODE

**REVENUES: (net each acct.)**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	680,000	3,020,000		3,700,000
	#N/A				
<b>NET INCREASE/(DECREASE) Revenues (ALL PAGES)</b>			<b>3,020,000</b>		

**Explanation for Account # 378, Municipal Specific:**  
**Explanation for Account # 369, Contributions from Other Funds:**

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
415	City Clerk	228,419	15,000		243,419
422	Personnel Office	339,336	28,000		367,336
758	Airports	200,000	52,000		252,000
699	Contingencies*	605,573	2,907,800		3,513,373
802	Recycling Center		17,200		17,200
	#N/A				
<b>NET INCREASE/(DECREASE) Expenditures</b>			<b>3,020,000</b>		

APPROVED BY THE STATE AUDITOR

BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

**AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE COAL SEVERANCE FUND.**

The City of Morgantown hereby ordains:

That the FY 2020-2021 Annual Budget of the Coal Severance Fund of the City of Morgantown is amended as shown in the revised budget (Revision 01) attached hereto and made a part of this ordinance.

First Reading:

Adopted:

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Mayor

Filed:

Recorded:

---

City Clerk

Ora Ash, Deputy State Auditor  
 West Virginia State Auditor's Office  
 153 West Main Street, Suite C  
 Clarksburg, WV 26301  
 Phone: 627-2415 ext. 5114  
 Fax: 627-2417

**REQUEST FOR REVISION TO APPROVED BUDGET**

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER  
 Fiscal Year: **2020-2021**  
 Ending: **002**  
 Fund: **002**  
 Revision Number: **1**  
 Pages: **1 of 1**

City of Morgantown  
 GOVERNMENT ENTITY

389 Spruce Street  
 STREET OR PO BOX

**Municipality**  
 Government Type

Person To Contact Regarding Request:  
 Name: **James M. Goff**  
 Phone: **304-284-7407**  
 Fax: **304-284-7418**

Morgantown CITY 26508 ZIP CODE

**REVENUES: (net each acct.)**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	5,500	7,735		13,235
310	Coal Severance Tax	80,000		15,000	65,000
	#N/A				
<b>NET INCREASE/(DECREASE) Revenues (ALL PAGES)</b>			<b>-7,265</b>		

**Explanation for Account # 378, Municipal Specific:**  
**Explanation for Account # 369, Contributions from Other Funds:**

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
900	Parks & Recreation	80,300		7,800	72,500
699	Contingencies*	5,500	535		6,035
	#N/A				
<b>NET INCREASE/(DECREASE) Expenditures</b>			<b>-7,265</b>		

APPROVED BY THE STATE AUDITOR

BY:   
 Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE  
 OF ENTITY

APPROVAL  
 DATE

**AN ORDINANCE AMENDING SECTION 1713.01  
ADOPTING STATE BUILDING CODE REVISIONS**

The City of Morgantown hereby ordains that Section 1713.01 of the City Code is amended as follows:

**1713.01 ADOPTION.**

There are hereby adopted and incorporated by reference herein the following portions of the State Building Code, as published by the International Code Council ("ICC"), to be known as the Building Code of the City of Morgantown, West Virginia, for the purpose of regulating construction, alteration, addition, removal and demolition of buildings and structures. together with the additions and amendments hereinafter provided:

(a) The 2015 edition, International Building Code, with the following exceptions and additions:

(i) The section entitled "Fire Prevention" and identified as Section 101.4.5 is deleted and not considered to be a part of this section.

(ii) The entire subsection entitled "Qualifications" and identified as Section 113.3 is deleted and replaced with the following:

"Section 113.3. Board of Appeals

113.3 Qualifications. The board of appeals shall consist of five members. with up to three alternates, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction. They may include, but are not limited to, a WV Registered Professional Architect or Engineer, or a WV Licensed General Building, Residential, Electrical, Piping, Plumbing, Mechanical or Fire Protection Contractor, with at least 10 years experience, five of which shall be in responsible charge of work. No less than one of the members of such Board of Appeals shall be a WV Registered Professional Architect or Engineer, or a WV Licensed General Building, Residential, Electrical, Piping, Plumbing, Mechanical or Fire Protection Contractor."

(iii) The following appendices are applicable:

Appendix E - Supplementary Accessibility Requirements; and  
Appendix H - Signs.

(b) The 2015 edition of the International Plumbing Code

(c) The 2015 edition of the International Mechanical Code

(d) The 2015 edition of the International Fuel Gas Code, with the following exception:

(i) Section 404.10 Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade. If the minimum depth cannot be maintained. the piping system shall be installed in conduit or shielded in an approved manner.

(e) The 2015 edition of the International Property Maintenance Code, with the following exceptions and additions:

(i) Section 110.3 Failure to Comply, shall be modified as follows:

"Unless authorized by W.Va. Code§ 8-12-16. or absent the express consent of the owner, if the owner of a premises fails to comply with a demolition order within the time prescribed. the legal counsel of the jurisdiction shall institute appropriate action in the Circuit Court of the County in which the property is located against the owner of the premises where the structure is or was located seeking an Order causing the structure to be demolished and removed. Thereafter, the local jurisdiction, through an available public agency or by contract or arrangement with private persons, shall demolish and remove the structure and the costs thereof, as well as all fees and costs incurred in the legal action, shall be a lien upon such real estate."

(ii) The following appendix is applicable:

Appendix A - Boarding standards.

(f) The 2009 edition of the International Energy Conservation Code for residential buildings.

(g) The ANSI/ASHRAE /IESNA Standard 90.1-2010 edition for commercial buildings. For purposes of this section. "ANSI" means American National Standards Institute, "ASHRAE" means American Society of Heating, Refrigerating, and Air-Conditioning Engineers, and "IESNA" means Illuminating Engineering Society of North America.

(h) The 2015 edition of the International Residential Code for One and Two Family Dwellings, with the following exceptions and additions:

(i) Chapter 11 of the 2015 edition of the International Residential Code for One and Two Family Dwellings, Seventh Printing, entitled Energy Efficiency," is exempt from this section.

(iii) Section G2415.12 (404.10) Minimum Burial Depth. Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade. If the minimum depth cannot be maintained, the piping system shall be installed in conduit or shielded in an approved manner.

(iv) Section R311.7.5 Stair Treads and Risers

(A) 311.7.5.1 Riser Heights -- The maximum riser height shall be eight and one-quarter (8 1/4) inches.

(B) 311.7.5.2 Tread Depth- The minimum tread depth shall be nine (9) inches.

(v) Section R403.1.7.1: Building Clearances From Ascending Slopes is not applicable to this section.

(vi) Section R403.1.7.2: Footings Setbacks From Descending Slope Surfaces is not applicable to this section.

(vii) Pursuant to Title 87, West Virginia Code of State Rule, Series 4, Section 5.1, New One and Two Family Dwellings over one level in height, New One and Two Family Dwellings containing a basement, and New One and Two Family Dwellings containing a crawl space containing a fuel burning appliance below the first floor, shall provide one of the following methods for fire protection of floors: (1) A ½ inch (12.7 mm) gypsum wallboard membrane, 5/8 inch (16 mm) wood structural panel membrane, or equivalent on the underside of the floor framing member; (2) Wood floor assemblies using dimension lumber or structural composite lumber equal or greater than 2 inch by 10 inch (50.8 mm by 254 mm) nominal dimension, or other approved floor assemblies demonstrating equivalent fire performance: or (3) An Automatic Fire Sprinkler System as set forth in Section R313.1 or R313.2 of the 2015 edition of the International Residential Code for One and Two Family Dwellings: Provided, That floor

assemblies located directly over a space protected by an automatic sprinkler system as set forth in section R313.1 or R313.2 of the 2015 edition of the International Residential Code for One and Two Family Dwellings are exempt from this requirement.

(viii) Pursuant to Title 87, West Virginia Code of State Rules, Series 4, Section 5.2, Townhouses meeting the Fire Resistant Construction Standard R302.2 will be treated as New One and Two Family Dwellings and shall comply with the referenced Section 5.1 immediately above.

(ix) The following appendices are applicable:

Appendix D - Safety inspections of existing appliances

Appendix E - Manufactured Housing used as Dwellings.

(i) The 2009 ICC/ANSI A117.1 American National Standards for Accessibility & Usable Buildings & Facilities

(j) The 2015 International Existing Building Code. with the following exception: (i) Omit reference to International Fire Code and substitute NFPA Life Safety Code 2015~~8~~ edition.

(k) The 2014~~7~~ edition of the National Electric Code, NFPA 70

(i) For renovations in one- and two-family homes where no new square footage is involved, arc-fault circuit interrupter (AFCI) protection shall not be required, except for in bedrooms. For renovation in one- and two-family homes where square footage is added but no electrical service is installed, arc-fault circuit interrupter (AFCI) protection shall not be required.

(l) The 2015 edition of the International Swimming Pool and Spa Code

Wherever referenced in the several ICC codes adopted above, any reference to the International Fire Code should be substituted with the NFPA Life Safety Code 2015~~8~~ edition. The State Building Code and its application within this City shall be subject to Legislative Rules adopted by the West Virginia State Fire Commission and authorized by the West Virginia Legislature.

This ordinance shall be effective upon adoption.

FIRST READING:

ADOPTED:

FILED:

RECORDED:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**THE CITY OF MORGANTOWN, WEST VIRGINIA**  
**COMBINED UTILITY SYSTEM REFUNDING REVENUE BONDS,**  
**SERIES 2020 A (TAX EXEMPT)**

**BOND ORDINANCE**

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## **THE CITY OF MORGANTOWN**

AN ORDINANCE AUTHORIZING THE REFUNDING OF THE CITY OF MORGANTOWN'S OUTSTANDING COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 A (DIRECT PAYMENT BUILD AMERICA BONDS), AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2020 A (TAX EXEMPT); PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A TAX CERTIFICATE, AN ESCROW AGREEMENT, A TAX COMPLIANCE POLICY AND OTHER DOCUMENTS RELATING TO THE BONDS; AND ENACTING OTHER PROVISIONS WITH RESPECT TO SUCH BONDS.

WHEREAS, The City of Morgantown (the "Issuer" or the "City") presently owns and operates, through The City of Morgantown Utility Board (the "Board"), a public combined potable waterworks, sanitary sewerage and stormwater system (collectively, the "Combined Utility System," as hereinafter further described) and has heretofore financed the design, acquisition, construction and equipping of the Combined Utility System and certain additions, betterments and improvements thereto through the issuance of several series of bonds or refunding bonds, of which there are presently outstanding the Prior Bonds, as hereinafter defined;

WHEREAS, all of the Prior Bonds were issued pursuant to ordinances of the Issuer previously enacted (such ordinances, as so amended and supplemented, collectively herein called the "Prior Ordinances");

WHEREAS, under the provisions of Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the "Act"), the Issuer is authorized and empowered to issue refunding revenue bonds for the purpose of refunding, paying or discharging all or any part of its outstanding bonds, including the interest thereon, secured by the revenues of the Combined Utility System;

WHEREAS, the Issuer has determined, and hereby determines, that present value debt service savings would result from the Issuer's refunding of its outstanding Combined Utility System Revenue Bonds, Series 2010 A (Direct Payment Build America Bonds), dated January 28, 2010, issued in the aggregate principal amount of \$37,950,000, and outstanding as of May 31, 2020, in the principal amount of \$36,800,000 (the "Series 2010 A Bonds");

WHEREAS, the Series 2010 A Bonds were issued to finance the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the waterworks portion of the Combined Utility System;

WHEREAS, the Issuer has determined that it is in the best interests of the residents of The City of Morgantown and other customers of the Combined Utility System to refund the Series 2010 A Bonds, through the issuance of The City of Morgantown Combined Utility System Refunding Revenue Bonds, Series 2020 A (Tax Exempt), in the aggregate principal amount of not more than \$40,000,000 (the “Series 2020 A Bonds”);

WHEREAS, the Issuer has determined to enact this Ordinance to authorize the issuance of the Series 2020 A Bonds (the “Series 2020 A Ordinance”), such Series 2020 A Bonds to have such security and such other terms and provisions as are hereinafter provided, all in the manner set forth herein;

WHEREAS, the Series 2020 A Bonds will be issued on a parity with the Prior Bonds and any Additional Parity Bonds (as hereinafter defined) with respect to their lien on and security interest in the Gross Revenues of the Combined Utility System, and the Series 2020 A Bonds shall contain such other terms and provisions as are hereinafter provided, all in the manner set forth herein; and

WHEREAS, the Issuer has determined and hereby determines that it is in the best interest of the residents of the City and other customers of the Combined Utility System that its Series 2020 A Bonds be sold to the Original Purchaser (as hereinafter defined) thereof pursuant to the terms and provisions of a bond purchase agreement (the “Bond Purchase Agreement”) between the Issuer and the Original Purchaser;

NOW, THEREFORE, THE CITY OF MORGANTOWN HEREBY ORDAINS:

**ARTICLE I**  
**DEFINITIONS, STATUTORY AUTHORITY, FINDINGS**

Section 1.01. Definitions. All capitalized terms used in this Ordinance and not otherwise defined in the recitals hereto shall have the meanings specified below, unless the context expressly requires otherwise:

“Act” means Chapter 8, Article 20 of the West Virginia Code of 1931, as amended and in effect on the Closing Date for the Series 2020 A Bonds.

“Authorized Newspaper” means a financial journal or newspaper of general circulation in the City of New York, New York, printed in the English language and customarily published on each business day of the Registrar, whether or not published on Saturdays, Sundays or legal holidays, and so long as so published, shall include The Bond Buyer.

“Authorized Officer” means the Mayor and/or the City Manager of the Issuer or any other officer of the Issuer specifically designated by resolution of the Council of the Issuer.

“Board” shall mean The City of Morgantown Utility Board, created by an ordinance of the Issuer, or any successor thereto, the authorized officers for which are the Board’s General Manager and/or Assistant General Manager.

“Bond Commission” means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia which succeeds to the functions of the Bond Commission.

“Bond Counsel” means any law firm having a national reputation in the field of public finance whose opinions are generally accepted by purchasers of municipal bonds, appointed by the Issuer or the Board, and shall initially mean Steptoe & Johnson PLLC, Bridgeport, West Virginia.

“Bondholder,” “Holder,” “Holder of the Bonds,” “Owner of the Bonds,” “Registered Owner,” or any similar term means any person who shall be the registered owner of any outstanding Bond.

“Bond Insurer” means any entity which shall issue a municipal bond insurance policy to insure all or any portion of the payment of principal of and interest on the Bonds and/or provide a municipal bond debt service reserve insurance policy, or other financial instrument, for the purpose of funding, in whole or in part, the Series 2020 A Bonds Reserve Account, and with respect to the Series 2020 A Bonds, shall initially mean the bond insurer, if any, named in the Supplemental Resolution.

“Bond Legislation” or “Ordinance” means this Ordinance and all ordinances, orders and resolutions supplemental hereto or amendatory hereof.

“Bond Register” means the books of the Issuer maintained by the Registrar for the registration and transfer of Series 2020 A Bonds.

“Bond Year” means, with respect to each series of Series 2020 A Bonds, the 12 month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year, except that the first Bond Year shall begin on the Closing Date.

“Bonds” means, collectively, the Series 2020 A Bonds, the Prior Bonds and any Additional Parity Bonds hereafter issued within the terms, restrictions and conditions contained herein.

“Business Day” means any day other than a Saturday, Sunday or a day on which national banking associations, West Virginia banking corporations or the New York Stock Exchange are authorized by law to remain closed.

“Certificate of Authentication and Registration” means the Certificate of Authentication and Registration on the Series 2020 A Bonds in substantially the form set forth in “EXHIBIT A – FORM OF SERIES 2020 A BONDS,” attached hereto.

“City” or “Issuer” means The City of Morgantown, a municipal corporation and political subdivision of the State of West Virginia, in Monongalia County thereof, and, where appropriate, the Council, and any successor thereto.

“City Clerk” or “Clerk” means the City Clerk of the Issuer.

“City Manager” means the City Manager of the Issuer.

“Closing Date” means the date upon which there is an exchange of the Series 2020 A Bonds for the proceeds representing the original purchase price thereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and Regulations thereunder.

“Combined Utility System” means, collectively, the Potable Water System, the Sewer System and the Stormwater System (all as defined herein) of the Issuer, as presently existing in its entirety or any integral part thereof, and shall include any additions, betterments and improvements hereafter acquired, constructed and/or equipped for the Potable Water System, the Sewer System or the Stormwater System, located both within, and outside of, the Issuer’s corporate boundaries.

“Connection Fees” means the fees, if any, paid by customers of the Combined Utility System in order to connect thereto.

“Consulting Engineers” means any independent licensed Professional Engineer or Engineers or firm or firms of Licensed Professional Engineers, that shall at any time now or hereafter be retained by the Board as Consulting Engineers for the Combined Utility System, or any portion thereof.

“Costs,” “Costs of Issuance” or similar terms means all those costs now or hereafter permitted by the Act to be financed with bonds issued pursuant hereto including, without limitation, those costs set forth in Section 1.03D.

“Council” means the City Council of the Issuer or any other governing body of the Issuer that succeeds to the functions of the City Council as presently constituted.

“Debt Service” with reference to a specified period, means the amount of principal, including any sinking fund payments, and interest payable with respect to any series of the Bonds during such period.

“Depository Bank” means the bank or banks to be designated as such in the Supplemental Resolution, and any other bank or national banking association, eligible under the

laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC that may hereafter be appointed by the Issuer as Depository Bank.

“DTC” means The Depository Trust Company, New York, New York, or its successor thereof.

“DTC-eligible” means, with respect to the Series 2020 A Bonds, meeting the qualifications prescribed by DTC.

“Escrow Agent” means the Bond Commission, or any successor appointed by the Issuer under the Escrow Agreement.

“Escrow Agreement” means the agreement to be entered into between the Issuer and the Escrow Agent, providing for the payment of the outstanding principal of, and interest on, the Series 2010 A Bonds on December 1, 2020, and the payment of all interest thereon until such date, through the deposit therein of cash from, and securities purchased with, a portion of the proceeds of the Series 2020 A Bonds, moneys of the Issuer in the various funds and accounts pledged to the Series 2010 A Bonds and other matters in connection therewith.

“Escrow Fund” means the escrow trust fund established pursuant to the Escrow Agreement.

“Event of Default” means any occurrence or event specified in Section 7.01.

“FDIC” means the Federal Deposit Insurance Corporation or any successor to the functions of the FDIC.

“Fiscal Year” means each 12-month period beginning on July 1 and ending on the succeeding June 30.

“Government Obligations” means certificates, or interest-bearing notes or obligations of the United States, or those for which the full faith and credit of the United States is pledged for the payment of principal and interest.

“Gross Revenues” means the aggregate gross operating and non-operating revenues of the Combined Utility System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that “Gross Revenues” include any gains from the sale or other disposition of capital assets, but does not include any increase in the value of capital assets (including Qualified Investments, as hereinafter defined) or any Tap Fees (as hereinafter defined).

“Independent Certified Public Accountant” means the Chief Inspector Division of the West Virginia Auditor’s Office or any licensed Certified Public Accountant or firm of licensed Certified Public Accountants that shall at any time hereafter be retained by the Issuer or the Board to prepare an independent annual or special audit of the accounts of the Combined

Utility System or for any purpose except keeping the accounts of said Combined Utility System in the normal operations of its business and affairs, and specifically shall not include any Certified Public Accountant who is an employee of either the City or the Board.

“Investment Property” means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract, investment-type property or residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes other than specified private activity bonds as defined in Section 57(a)(5)(C) of the Code.

“Maximum Annual Debt Service” means, at the time of computation, the greatest amount of aggregate Debt Service required to be paid on then outstanding Bonds and proposed Additional Parity Bonds (if any) for the then current or any succeeding Fiscal Year, less any interest due in any Fiscal Year for which interest has been capitalized, assuming that the principal of any Term Bonds is deemed due on the earlier of their stated maturity date or the date on which they are required to be redeemed pursuant to mandatory sinking fund redemption.

“Mayor” means the Mayor of the Issuer.

“Municipal Bond Insurance Policy” means the municipal bond insurance policy, if any, issued by any Bond Insurer simultaneously with the delivery of the Series 2020 A Bonds, insuring the timely payment of the principal of and interest on all or any of the Series 2020 A Bonds, in accordance with the terms thereof.

“Municipal Bond Debt Service Reserve Insurance Policy” means a municipal bond debt service reserve insurance policy, and may subsequently mean a letter of credit, surety bond or other financial instrument which is pledged to the Series 2020 A Bonds Reserve Account in the amount of the Series 2020 A Bonds Reserve Requirement.

“Net Proceeds” means the face amount of the Series 2020 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, on such issue, and less proceeds deposited in the Series 2020 A Bonds Reserve Account, if any. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2020 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

“Net Revenues” means the balance of Gross Revenues remaining after deduction of Operating Expenses, as hereinafter defined.

“Nonpurpose Investment” means any Investment Property which is acquired with the gross proceeds of the Series 2020 A Bonds and is not acquired in order to carry out the governmental purpose of the Series 2020 A Bonds.

“Operating Expenses” means the reasonable, proper and necessary costs of repair, operation and maintenance of the Combined Utility System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses (other than those capitalized as part of the Costs), fees and expenses of the Combined Utility System, fiscal agents, the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that “Operating Expenses” does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of or any decrease in the value of capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

“Original Purchaser” means Crews & Associates, Inc., Charleston, West Virginia, which firm also has a Morgantown, West Virginia office.

“Outstanding” when used with reference to the Bonds and as of any particular date, describes all Bonds theretofore and thereupon being issued and delivered except (a) any Bond canceled by the registrar for such Bond at or prior to said date; (b) any Bond for the payment of which monies, equal to its then outstanding principal amount, with interest to the date of maturity, shall be held in trust under this Ordinance and set aside for such payment (whether upon or prior to maturity); (c) any Bond deemed to have been paid as provided by Section 9.01; and (d) with respect to determining the number or percentage of Bondholders for the purpose of consents, notices and the like, any Bond registered to the Issuer. Notwithstanding the foregoing, in the event that a Bond Insurer has paid principal of and/or interest on any Bond, such Bond shall be deemed to be Outstanding until such time as such Bond Insurer has been reimbursed in full.

“Paying Agent” means, initially, the Bond Commission and any other paying agent for the Series 2020 A Bonds which may be appointed by a resolution supplemental hereto, all in accordance with Section 8.12 hereof.

“Potable Water System” means, collectively the potable water production, storage and distribution facilities of the Combined Utility System, which specifically includes, but is not limited to, the Issuer’s raw water supply, storage and transmission, water treatment, and treated water storage and distribution, as presently existing in its entirety or any integral part thereof, and shall include any further additions, betterments and improvements thereto hereafter acquired, constructed and/or equipped for the Potable Water System located both within, and outside of, the Issuer’s corporate boundaries.

“Prior Bonds” means, collectively, the Series 2000 A Bonds, Series 2000 B Bonds, Series 2006 A Bonds, Series 2007 A Bonds, Series 2010 C Bonds, Series 2010 D Bonds, Series 2010 E Bonds, Series 2012 A Bonds, Series 2013 A Bonds, Series 2014 B Bonds, Series 2015 A Bonds, Series 2015 B Bonds, Series 2015 C Bonds, Series 2015 D Bonds, Series 2015 E Bonds, Series 2016 A Bonds, Series 2016 B-1 Bonds, Series 2017 A Bonds, Series 2018 A Bonds, Series 2018 A-2 Bonds, Series 2018 B Bonds, Series 2019 A Bonds and Series 2019 B Bonds.

“Prior Ordinances” means, collectively, the ordinances of the Issuer authorizing the issuance of the Prior Bonds.

“Private Business Use” means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

“Purchase Price” for the purpose of computation of the Yield of the Series 2020 A Bonds, has the same meaning as the term “issue price” in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Series 2020 A Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Series 2020 A Bonds of each maturity is sold or, if the Series 2020 A Bonds are privately placed, the price paid by the first buyer of the Series 2020 A Bonds or the acquisition cost of the first buyer. “Purchase Price,” for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Series 2020 A Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Series 2020 A Bonds.

“Qualified Investments” means and includes any investment permitted to be made by a municipality, public service district or public corporation of the State pursuant to State Law, specifically including, but not limited to, Chapter 8, Article 13, Section 22 of the Code of West Virginia, and the West Virginia “consolidated fund” managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the Code of West Virginia.

“Record Date” means the date or dates which shall be so stated in the Series 2020 A Bonds, regardless of whether such day is a Saturday, Sunday or legal holiday.

“Redemption Date” means the date fixed for redemption of Bonds subject to redemption in any notice of redemption published or mailed in accordance herewith.

“Redemption Price” means the price at which any of the Bonds may be called for redemption and includes the principal amount of the Bonds to be redeemed, plus the interest and the premium, if any, required to be paid to affect such redemption.

“Registered Owner,” “Bondholder,” “Holder,” “Owner” or any similar term means any person who shall be the registered owner of any outstanding Bond.

“Registrar” means the bank to be designated in the Supplemental Resolution as the Registrar for the Series 2020 A Bonds, and any successor thereto appointed in accordance with Section 8.08 hereof.

“Regulations” means temporary and permanent regulations promulgated under the Code, and includes applicable regulations promulgated under the Internal Revenue Code of 1954.

“Revenue Fund” means the Revenue Fund created by the Prior Ordinances and continued hereby.

“Series 2000 A Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated February 29, 2000, issued in the original aggregate principal amount of \$7,842,000.

“Series 2000 B Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated February 29, 2000, issued in the original aggregate principal amount of \$2,488,000.

“Series 2006 A Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2006 A (West Virginia SRF Program), dated June 30, 2006, issued in the original aggregate principal amount of \$6,410,191.

“Series 2007 A Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2007 A (West Virginia SRF Program), dated August 14, 2007, issued in the original aggregate principal amount of \$8,500,000.

“Series 2010 A Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2010 A (Direct Payment Build America Bonds), dated January 28, 2010, issued in the original aggregate principal amount of \$37,950,000 (the “Series 2010 A Bonds”);

“Series 2010 A Bonds Ordinance” means, collectively, the ordinance of the Issuer, as supplemented by one or more supplemental resolutions and/or certificates of determination, which authorized the issuance of the Series 2010 A Bonds.

“Series 2010 C Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2010 C (West Virginia SRF Program), dated January 28, 2010, issued in the original aggregate principal amount of \$15,380,227.

“Series 2010 D Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2010 D (West Virginia DWTRF Program), dated January 28, 2010, issued in the original aggregate principal amount of \$9,317,286.

“Series 2010 E Bonds” means the Issuer’s Combined Utility System Revenue Bond, Series 2010 E (West Virginia DWTRF Program/ARRA), dated January 28, 2010, issued in the original aggregate principal amount of \$100,000.

“Series 2012 A Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2012 A (West Virginia DWTRF Program), dated August 24, 2012, issued in the original aggregate principal amount of \$570,000.

“Series 2013 A Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), dated August 22, 2013, issued in the original aggregate principal amount of \$4,605,260.

“Series 2014 B Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2014 B, dated July 23, 2014, issued in the original aggregate principal amount of \$505,421.

“Series 2015 A Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2015 A (West Virginia Water Development Authority), dated March 31, 2015, issued in the original aggregate principal amount of \$137,568.

“Series 2015 B Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2015 B (West Virginia Water Development Authority), dated March 31, 2015, issued in the original aggregate principal amount of \$4,586.

“Series 2015 C Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2015 C (West Virginia SRF Program), dated March 31, 2015, issued in the original aggregate principal amount of \$8,111,813.

“Series 2015 D Bonds” means Issuer’s Combined Utility System Revenue Bonds, Series 2015 D (West Virginia SRF Program), dated March 31, 2015, issued in the original aggregate principal amount of \$1,688,394.

“Series 2015 E Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2015 E (West Virginia SRF Program), dated June 11, 2015, issued in the original aggregate principal amount of \$662,300.

“Series 2016 A Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2016 A, of the Issuer, dated December 1, 2016, issued in the aggregate principal amount of \$69,755,000.

“Series 2016 B-1 Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2016 B-1 (West Virginia SRF Program), of the Issuer, dated December 15, 2016, issued in the aggregate principal amount of \$25,000,000.

“Series 2017 A Bonds” means the Issuer’s Combined Utility Revenue Bonds, Series 2017 A (Bank Qualified), dated December 21, 2017, issued in the original aggregate principal amount of \$2,695,000.

“Series 2018 A Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2018 A (West Virginia Infrastructure Fund), dated January 31, 2018, issued in the original aggregate principal amount of \$394,074.

“Series 2018 A-2 Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2018 A-2 (West Virginia Infrastructure Fund), dated July 10, 2018, issued in the original aggregate principal amount of \$140,715.

“Series 2018 B Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2018 B (Tax-Exempt), dated June 28, 2018, issued in the original aggregate principal amount of \$44,260,000.

“Series 2019 A Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2019 A (West Virginia DWTRF Program), dated October 22, 2019, issued in the original aggregate principal amount of \$1,068,500.

“Series 2019 B Bonds” means the Issuer’s Combined Utility System Revenue Bonds, Series 2019 B (West Virginia DWTRF Program), dated October 22, 2019, issued in the original aggregate principal amount of \$2,546,000.

“Series 2020 A Bonds” means the Combined Utility System Refunding Revenue Bonds, Series 2020 A (Tax Exempt), of the Issuer, authorized to be issued in the aggregate principal amount of not more than \$40,000,000 pursuant to this Ordinance and the Supplemental Resolution.

“Series 2020 A Bonds Costs of Issuance Fund” means the Series 2020 A Bonds Costs of Issuance Fund created by Section 4.01 hereof.

“Series 2020 A Bonds Redemption Account” means the Redemption Account created in the Series 2020 A Bonds Sinking Fund by Section 4.02 hereof.

“Series 2020 A Bonds Reserve Account” means the Series 2020 A Bonds Reserve Account created in the Series 2020 A Bonds Sinking Fund by Section 4.02 hereof.

“Series 2020 A Bonds Reserve Requirement” means an amount equal to the least of (i) 10% of the original aggregate principal amount of the Series 2020 A Bonds, (ii) Maximum Annual Debt Service on the Series 2020 A Bonds at the time of original issuance of the Series 2020 A Bonds, or (iii) 125% of the average annual Debt Service on the Series 2020 A Bonds calculated at the time of original issuance of the Series 2020 A Bonds.

“Series 2020 A Bonds Sinking Fund” means the Series 2020 A Bonds Sinking Fund created by Section 4.02 hereof.

“Sewer System” means, collectively, the sanitary sewerage collection and treatment facilities of the Combined Utility System which specifically includes, but is not limited to, collection lines, transmission mains, pump stations, manholes, and wastewater treatment plants, as presently existing in its entirety or any integral part thereof, and shall include any additions, betterments and improvements thereto hereinafter acquired, constructed and/or equipped for the Sewer System, located both within, and outside of, the Issuer’s corporate boundaries.

“State” means the State of West Virginia.

“Stormwater System” means, collectively, the stormwater management and conveyance facilities of the Combined Utility System which specifically includes, but is not

limited to, pipe, culverts, channels and watercourses, as presently existing in its entirety or any integral part thereof, and shall include any additions, betterments and improvements thereto hereinafter acquired, constructed and/or equipped for the Stormwater System, located both within, and outside of, the Issuer's corporate boundaries.

“Supplemental Resolution” means, collectively, any ordinance or resolution amendatory hereof or supplemental hereto and, when preceded by the article “the,” refers specifically to the Supplemental Parameters Resolution or Supplemental Resolutions to be adopted by the Issuer following enactment of this Ordinance, setting forth the final amounts, maturities, interest rates, redemption provisions, Bond Insurer provisions (if any) and other terms of the Series 2020 A Bonds and authorizing the sale of the Series 2020 A Bonds to the Original Purchaser; provided, that any provision intended to be included in a Supplemental Resolution and not so included may be contained in any other Supplemental Resolution.

“Surplus Revenues” means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Series 2020 A Bonds, the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Depreciation Fund (as defined and described in the Prior Ordinances), the respective sinking funds and reserve accounts therein.

“Term Bonds” means Bonds subject to mandatory sinking fund redemption, as described by Section 3.06 hereof.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations and vice versa; and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

Additional terms and phrases are defined in this Ordinance as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Ordinance; and the term “hereafter” means after the date of enactment of this Ordinance.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

Section 1.02. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of the Act and other applicable provisions of law.

Section 1.03. Findings. The Council hereby finds and determines as follows:

A. The Issuer is a municipal corporation and political subdivision of the State of West Virginia in Monongalia County of said State.

B. The Issuer presently owns and operates, through the Board, a public combined potable waterworks, sanitary sewerage, and stormwater utility system, the design, acquisition, construction and equipping of additions, betterments and improvements for which have been financed or refinanced through the issuance of the Prior Bonds and the Series 2010 A Bonds.

C. The Issuer has determined that present value debt service savings will result from the refunding of the Series 2010 A Bonds, and that it is in the best interest of the residents of The City of Morgantown and the customers of the Combined Utility System to refund the Series 2010 A Bonds.

D. It is deemed necessary for the Issuer to issue its Combined Utility System Refunding Revenue Bonds, Series 2020 A (Tax Exempt), in the aggregate principal amount of not more than \$40,000,000, in order to pay, along with other funds of the Issuer available therefor, all or a portion of the cost of purchasing securities in an amount sufficient, including earnings on such securities, and to provide cash therefor, to pay in full the outstanding principal amount of, and all interest accrued on, the Issuer's Series 2010 A Bonds on December 1, 2020. Said costs shall be deemed to include, but not be limited to, amounts which may be deposited in the Series 2020 A Bonds Reserve Account; underwriter's discount, engineering and legal expenses; expenses for estimates of costs and revenues; administrative expenses; commitment fees; the premium for a Municipal Bond Insurance Policy; the premium for a Municipal Bond Debt Service Reserve Insurance Policy; discount; initial fees for the services of registrars, paying agents, escrow agents, depositories or trustees or other costs in connection with the sale of the Series 2020 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; and the performance of the things herein required or permitted, in connection with any thereof.

E. The period of usefulness of the Combined Utility System is not less than 30 years.

F. It is in the best interests of the Issuer that the Series 2020 A Bonds be sold to the Original Purchaser pursuant to the terms and provisions of a bond purchase agreement to be entered into by and between the Issuer and the Original Purchaser, as shall be approved by Supplemental Resolution of the Issuer.

G. There are or will be outstanding obligations of the Issuer which will rank on a parity with the Series 2020 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's Prior Bonds and any hereinafter issued Additional Parity Bonds, as provided in this Ordinance.

Prior to the issuance of the Series 2020 A Bonds, the Issuer will obtain (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met, and (ii) the written consent, if required, of the Holders of the Prior Bonds. The Series 2014 B Bonds, Series 2016 A Bonds, Series 2017 A Bonds and Series 2018 B Bonds do not require written consent from the holders thereof.

Other than the Prior Bonds, there are no other presently outstanding bonds or obligations of the Issuer which are secured by Gross Revenues or assets of the Combined Utility

System. The Issuer is in compliance with all the covenants of the Prior Bonds and the Prior Ordinances.

H. The Issuer intends to issue the Series 2020 A Bonds, and to pledge for payment thereof, the Gross Revenues of the Combined Utility System, on a parity with one another and on a parity with such pledge in favor of the Holders of the Prior Bonds and any hereinafter issued Additional Parity Bonds.

I. The estimated revenues to be derived in each year after the date hereof from the operation of the Combined Utility System will be sufficient to provide for the repair, maintenance and operation of the Combined Utility System, to pay the principal of and interest on the Series 2020 A Bonds and the Prior Bonds as and when it becomes due and reasonable reserves therefor, to provide an adequate renewal and replacement fund, as hereinafter provided, and to make all other payments provided for in this Ordinance.

J. It is in the best interests of the Issuer, and the residents thereof, that the Issuer issue the Series 2020 A Bonds, and secure the Series 2020 A Bonds by a pledge and assignment of the Gross Revenues derived from the operation of the Combined Utility System, the monies in the Series 2020 A Bonds Sinking Fund, including the Series 2020 A Bonds Reserve Account therein, unexpended proceeds of the Series 2020 A Bonds and as further set forth herein.

K. The Series 2020 A Bonds and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the forms set forth in “EXHIBIT A – FORM OF SERIES 2020 A BONDS” attached hereto and incorporated herein by reference, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance or a Supplemental Resolution or as deemed necessary by the Registrar or the Issuer.

L. All things necessary to make the Series 2020 A Bonds, when authenticated by the Registrar and issued as in this Ordinance provided, the valid, binding and legal special obligations of the Issuer according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 2020 A Bonds, will be timely done and duly performed.

M. The enactment of this Ordinance and the execution and issuance of the Series 2020 A Bonds, as described herein, will not result in any breach of, or constitute a default under, any instrument to which the Issuer is a party or by which it may be bound or affected.

N. Prior to refunding the Series 2010 A Bonds, the Issuer will have complied with all requirements of West Virginia law relating to the operation of the Combined Utility System, the refunding of the Series 2010 A Bonds, and issuance of the Series 2020 A Bonds including but not limited to Chapter 24, Article 2, Paragraph 11(l), if required.

Section 1.04. Ordinance Constitutes Contract. In consideration of the acceptance of the Series 2020 A Bonds by those who shall own or hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer

shall be for the equal benefit, protection and security of the legal Holders of any and all of such Series 2020 A Bonds, all of which shall be of equal rank and without preference, priority or distinction between any one Series 2020 A Bond and any other Series 2020 A Bond, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

## **ARTICLE II AUTHORIZATION OF REFUNDING**

Section 2.01. Authorization of Refunding of Series 2010 A Bonds. All Series 2010 A Bonds Outstanding as of the date of issuance of the Series 2020 A Bonds and all unpaid interest accrued thereon, if any, are hereby ordered to be defeased with securities and cash deposited pursuant to the Escrow Agreement and paid in full on the earliest call date and the pledge of Gross Revenues in favor of the Registered Owners of the Series 2010 A Bonds imposed by the Series 2010 A Bonds Ordinance, the monies in the funds and accounts created by the Series 2010 A Bonds Ordinance pledged to payment of the Series 2010 A Bonds, and any other funds pledged by the Series 2010 A Bonds Ordinance to payment of the Series 2010 A Bonds are hereby ordered terminated, discharged and released upon the deposit of such securities and cash with the Escrow Agent pursuant to the Escrow Agreement. Contemporaneously with the defeasance of the Series 2010 A Bonds, the amounts remaining on deposit not required for the defeasance of the Series 2010 A Bonds, in the sinking fund, and the reserve account therein, and all other funds and accounts created and maintained on behalf of the Series 2010 A Bonds, except the Escrow Fund, shall be released from the lien created by the Series 2010 A Bonds Ordinance authorizing the issuance of the Series 2010 A Bonds.

## **ARTICLE III THE SERIES 2020 A BONDS**

Section 3.01. Form and Payment of Bonds. No Series 2020 A Bond shall be issued pursuant to this Ordinance except as provided in this Article III. Any Series 2020 A Bonds issued pursuant to this Ordinance may be issued only as fully registered Series 2020 A Bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof for any year of maturity. All Series 2020 A Bonds shall be dated as of the date provided in a Supplemental Resolution applicable to such series. All Series 2020 A Bonds shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2020 A Bonds has been paid, from the date thereof; provided, however, that, if, as shown by the records of the Registrar, interest on such Series 2020 A Bonds shall be in default, Bonds issued in exchange for Series 2020 A Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2020 A Bonds surrendered.

The principal of, and the interest and premium, if any, on, the Series 2020 A Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of

America and in the case of payment of principal and premium, if any, upon surrender of such Series 2020 A Bonds at the principal office of the Paying Agent. Interest on the Series 2020 A Bonds shall be paid by check or draft made payable and mailed to the Holder thereof at his address as it appears in the Bond Register at the close of business on the Record Date, or, if requested, in the case of a Registered Owner of \$1,000,000 or more of the Series 2020 A Bonds, by wire transfer to a domestic bank account specified in writing at least 5 days prior to such interest payment date by such Registered Owner.

In the event any Series 2020 A Bond is redeemed in part, such bond shall be surrendered to and canceled by the Registrar, and the Issuer shall execute, and the Registrar shall authenticate and deliver to the Holder thereof, another Series 2020 A Bond in the principal amount of said Series 2020 A Bond then Outstanding.

Section 3.02. Execution of the Series 2020 A Bonds. The Series 2020 A Bonds shall be executed in the name of the Issuer by the Mayor and the City Manager, by their manual or facsimile signatures, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk by his or her manual or facsimile signature; provided, that all such signatures and the seal may be by facsimile. In case any one or more of the officers who shall have signed or sealed any of the Series 2020 A Bonds shall cease to be such officer of the Issuer before the Series 2020 A Bonds so signed and sealed have been actually sold and delivered, such Series 2020 A Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2020 A Bonds had not ceased to hold such office. Any Series 2020 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Series 2020 A Bonds shall hold the proper office in the Issuer, although at the date of such Series 2020 A Bonds such person may not have held such office or may not have been so authorized.

Section 3.03. Authentication and Registration. No Series 2020 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until the Certificate of Authentication and Registration on such Series 2020 A Bond, substantially in the form set forth in “EXHIBIT A – FORM OF SERIES 2020 A BONDS” attached hereto and incorporated herein by reference with respect to the Series 2020 A Bonds, shall have been duly manually executed by the Registrar. Any such manually executed Certificate of Authentication and Registration upon any such Series 2020 A Bond shall be conclusive evidence that such Series 2020 A Bond has been authenticated, registered and delivered under this Ordinance. The Certificate of Authentication and Registration on any Series 2020 A Bond shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2020 A Bonds issued hereunder.

Section 3.04. Negotiability and Registration. Subject to the requirements for transfer set forth below, the Series 2020 A Bonds shall be, and have all of the qualities and incidents of, negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder of the Series 2020 A Bonds, in accepting any of said Series 2020 A Bonds, shall be conclusively deemed to have agreed that such Series 2020 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of

the State, and each successive Holder of the Series 2020 A Bonds shall further be conclusively deemed to have agreed that said Series 2020 A Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Series 2020 A Bonds remains Outstanding, the Registrar shall keep and maintain books for the registration and transfer of the Series 2020 A Bonds. The Series 2020 A Bonds shall be transferable only by transfer of registration upon the Bond Register by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of a Series 2020 A Bond, there shall be issued at the option of the Holder of the Series 2020 A Bonds or the transferee another Series 2020 A Bond or Bonds of the aggregate principal amount equal to the unpaid amount of the transferred Series 2020 A Bond and of the same series, interest rate and maturity of said transferred Series 2020 A Bond.

Upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or his attorney or legal representative duly authorized in writing, Series 2020 A Bonds may at the option of the Holder thereof be exchanged for an equal aggregate principal amount of Series 2020 A Bonds, of the same maturity and interest rate, in any authorized denominations.

In all cases in which the privilege of transferring or exchanging a Series 2020 A Bond is exercised, Series 2020 A Bonds shall be delivered in accordance with the provisions of this Ordinance. All Series 2020 A Bonds surrendered in any such transfer or exchange shall forthwith be canceled by the Registrar. Transfers of Series 2020 A Bonds, the initial exchange of Bonds and exchanges of Bonds in the event of partial redemption of fully registered Bonds shall be made by the Registrar without charge to the Holder or the transferee thereof, except as provided below. For other exchanges of Series 2020 A Bonds, the Registrar may impose a service charge. For every such transfer or exchange of Series 2020 A Bonds, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such tax or governmental charge, and such service charge for exchange other than the initial exchange or in the event of partial redemption, shall be paid by the person requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Series 2020 A Bonds that have been called for redemption.

Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2020 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may execute, in its discretion, and the Registrar shall authenticate, register and deliver any new Series 2020 A Bond of like series, maturity and principal amount as the Series 2020 A Bond, so mutilated, destroyed, stolen or lost, in exchange and upon surrender and cancellation of, such mutilated Series 2020 A Bond, or in lieu of and substitution for the Series 2020 A Bond destroyed, stolen or lost, and upon the Holder's furnishing the Issuer and the Registrar proof of his ownership thereof and that said Series 2020 A Bond has been destroyed, stolen or lost and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar

may prescribe and paying such expenses as the Issuer or the Registrar may incur. The name of the Bondholder listed in the Bond Register shall constitute proof of ownership. All Series 2020 A Bonds so surrendered shall be submitted to and canceled by the Registrar, and evidence of such cancellation shall be given to the Issuer. If such Series 2020 A Bond shall have matured or be about to mature, instead of issuing a substitute Series 2020 A Bond, the Issuer, by and through the Registrar, may pay the same, upon being indemnified as aforesaid, and, if such Series 2020 A Bond be lost, stolen or destroyed, without surrender therefor.

Any such duplicate Series 2020 A Bonds issued pursuant to this section shall constitute original, additional contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Series 2020 A Bonds be at any time found by any one, and such duplicate Series 2020 A Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of and security for payment from the Revenues pledged herein with all other Bonds issued hereunder.

Section 3.06. Term Bonds. In the event Term Bonds are issued as part of the Series 2020 A Bonds pursuant to this Ordinance, the following provisions shall apply:

1. The amounts to be deposited, apportioned and set apart by the Issuer from the Revenue Fund and into the Series 2020 A Bonds Redemption Account in accordance with Section 4.03 shall include (after credit as provided below) on the first of each month, beginning on the first day of that month which is 12 months prior to the first mandatory redemption date of said Term Bonds, a sum equal to 1/12th of the amount (or, if the Series 2020 A Bonds mature semiannually rather than annually, that month which is 6 months prior to the first mandatory redemption date of said Term Bonds, a sum equal to 1/6th of the amount) required to redeem the principal amount of such Term Bonds which are to be redeemed as of the next ensuing mandatory Redemption Date, which amounts and dates, if any, with respect to a series of Bonds shall be set forth in the Supplemental Resolution relating thereto.

2. At its option, to be exercised on or before the 60th day next preceding any such mandatory Redemption Date, the Issuer may (a) deliver to the Registrar for cancellation such Term Bonds in any aggregate principal amount desired or (b) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which prior to said date have been redeemed (otherwise than pursuant to this section) and canceled by the Registrar and not theretofore applied as a credit against any such mandatory redemption obligation. Each Term Bond so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory Redemption Date, and Term Bonds delivered in excess of such mandatory redemption obligation shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

3. The Issuer shall on or before the 60th day next preceding each mandatory Redemption Date furnish the Registrar and the Bond Commission with its certificate indicating whether and to what extent the provisions of (a) and (b) of the preceding paragraph are to be utilized with respect to such mandatory redemption payment and stating, in the case of the credit

provided for in (b) of the preceding paragraph, that such credit has not theretofore been applied against any mandatory redemption obligation.

4. After said 60th day but prior to the date on which the Registrar selects the Term Bonds to be redeemed, the Bond Commission may use the monies in the Series 2020 A Bonds Redemption Account to purchase Term Bonds at a price less than the par value thereof and accrued interest thereon. The Bond Commission shall advise the Issuer and the Registrar of any Term Bonds so purchased, and they shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory Redemption Date, and any excess shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

5. The Registrar shall call for redemption, in the manner provided herein, an aggregate principal amount of such Term Bonds, at the principal amount thereof plus interest accrued to the Redemption Date (interest to be paid from the Series 2020 A Bonds Sinking Fund), as will exhaust as nearly as practicable such Series 2020 A Bonds Redemption Account payment designated to be made in accordance with paragraph (A)(1) of this section. Such redemption shall be by random selection made on the 45th day preceding the mandatory Redemption Date, in such manner as may be determined by the Registrar. For purposes of this section, "Term Bonds" shall include any portion of a fully registered Term Bond, in integrals of \$5,000.

Section 3.07. Notice of Redemption. Unless waived by any Holder of the Series 2020 A Bonds to be redeemed, official notice of any redemption shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail or electronic transmission at least 30 days and not more than 60 days prior to the date fixed for redemption to the applicable Bond Insurer and the registered owner of the Series 2020 A Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

So long as DTC (as CEDE & CO.) is the registered Owner of the Series 2020 A Bonds, the Registrar shall send all notices of redemption to DTC and shall verify that DTC has received notice. Copies of all redemption notices shall also be posted on EMMA.

All official notices of redemption shall be dated and shall state:

- (1) The Redemption Date,
- (2) The Redemption Price,
- (3) If less than all Outstanding Series 2020 A Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Series 2020 A Bonds to be redeemed,

(4) That on the Redemption Date the Redemption Price and interest accrued will become due and payable upon each such Series 2020 A Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) The place where such Series 2020 A Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Registrar, and

(6) Such other information, if any, as shall be required for DTC-Eligible Bonds.

If funds sufficient to redeem all Series 2020 A Bonds called for optional redemption have not been deposited with the Paying Agent at the time of mailing or otherwise distributing any notice of optional redemption, such notice shall also state that such optional redemption is conditioned on, and subject to, the deposit of such monies with the Paying Agent on or before the Redemption Date. If such monies are not so deposited, the Registrar shall notify all holders of Series 2020 A Bonds called for redemption of such fact and no holder of any Series 2020 A Bonds shall have any claim of any type, of law or in equity, against the Issuer.

Official notice of redemption having been given as aforesaid, the Series 2020 A Bonds, or portions of the Series 2020 A Bonds so to be redeemed, shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Series 2020 A Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal of such Bond. All Series 2020 A Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of Series 2020 A Bonds, and failure to mail such notice shall not affect the validity of proceedings for the redemption of any portion of Bonds for which there was no such failure.

Section 3.08. Persons Treated as Owners. The Issuer, the Registrar and any agent of the Issuer or the Registrar may treat the person in whose name any Series 2020 A Bond is registered as the owner of such Series 2020 A Bond for the purpose of receiving payment of the principal of, and interest on, such Series 2020 A Bond and (except as provided in Section 6.18) for all other purposes, whether or not such Series 2020 A Bond is overdue.

Section 3.09. Temporary Bonds. Until Bonds of any series in definitive form are ready for delivery, the Issuer may execute and the Registrar shall authenticate, register, if applicable, and deliver, subject to the same provisions, limitations and conditions set forth in this Article III, one or more printed, lithographed or typewritten Bonds in temporary form,

substantially in the form of the definitive Bonds of such series, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit created under this Ordinance. Upon the presentation and surrender of any Bond or Bonds in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Registrar, and the Registrar shall authenticate, register, if applicable, and deliver, in exchange therefor, a Bond or Bonds in definitive form. Such exchange shall be made by the Registrar without making any charge therefor to the Holder of such Bond in temporary form.

Section 3.10. Series 2020 A Bonds. For the purposes of, in combination with other funds of the Issuer available therefor, purchasing securities, or providing cash, to defease the entirety of the outstanding principal of and all accrued interest on the Series 2010 A Bonds, paying the premium for a Municipal Bond Insurance Policy (if any), funding the Series 2020 A Bonds Reserve Account with proceeds of the Series 2020 A Bonds or paying the premium for a Municipal Bond Debt Service Reserve Insurance Policy (if any), in an amount equal to the Series 2020 A Bonds Debt Service Reserve Requirement and paying costs in connection with the issuance of the Series 2020 A Bonds, or any or all such purposes, there shall be issued the Series 2020 A Bonds of the Issuer, in an aggregate principal amount of not more than \$40,000,000. Said Series 2020 A Bonds shall be designated “Combined Utility System Refunding Revenue Bonds, Series 2020 A (Tax Exempt)” or such other designation as may be appropriate for the year and sequence of the issue, as may be set forth in the Supplemental Resolution, and shall be issued in fully registered form, in the denomination of \$5,000 or any integral multiple thereof for any period of maturity, not exceeding the aggregate principal amount of Series 2020 A Bonds maturing in the period of maturity for which the denomination is to be specified. The Series 2020 A Bonds shall be numbered from AR-1 consecutively upward. The Series 2020 A Bonds shall be dated; shall be in such aggregate principal amount (not to exceed \$40,000,000); shall bear interest at such rate or rates, (not to exceed 8%), payable semiannually on such dates; shall mature on such dates (which may be annual or semi-annual) (not to exceed 30 years) and in such amounts; shall be subject to such mandatory and optional redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Resolution.

Section 3.11. Book Entry System for Series 2020 A Bonds. A. The Series 2020 A Bonds shall each initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Series 2020 A Bonds of each maturity, registered in the name of CEDE & CO., as nominee of DTC. Except as provided in Paragraph E below, all of the Series 2020 A Bonds shall be registered in the registration books kept by the Registrar in the name of CEDE & CO., as nominee of DTC; provided, that if DTC shall request that the Series 2020 A Bonds be registered in the name of a different nominee, the Registrar shall exchange all or any portion of the Series 2020 A Bonds registered in the name of such nominee or nominees. No person other than DTC or its nominee shall be entitled to receive from the Issuer or the Registrar either a Series 2020 A Bond or any other evidence of ownership of the Series 2020 A Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portion of the Series 2020 A Bonds on the registration books maintained by the Registrar, in connection with discontinuing the book entry system as provided in Paragraph E below.

B. At or prior to settlement for the Series 2020 A Bonds, the Issuer and the Registrar shall execute or signify their approval of a representation letter addressed to DTC in a form satisfactory to DTC (the "Representation Letter"). Any successor Registrar shall, in its written acceptance of its duties under this Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

C. So long as the Series 2020 A Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or Redemption Price of or interest on such Series 2020 A Bonds shall be made to DTC or its nominee at the addresses set forth in the Representation Letter in next day funds on the dates provided for such payments to be made to any Bondholder under this Ordinance. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Issuer and the Registrar with respect to the principal or Redemption Price of, or interest on, the Series 2020 A Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Series 2020 A Bonds Outstanding of any maturity, the Registrar shall not require surrender by DTC of the Series 2020 A Bonds so redeemed, but DTC may retain such Series 2020 A Bonds and make an appropriate notation on the Series 2020 A Bonds certificate as to the amount of such partial redemption; provided, that DTC shall deliver to the Registrar, upon request, a written confirmation of such partial redemption. The records maintained by the Registrar shall be conclusive as to the amount of the Series 2020 A Bonds of such maturity which have been redeemed.

D. The Issuer, the Paying Agent and the Registrar may treat DTC as the sole and exclusive owner of the Series 2020 A Bonds registered in its name or the name of its nominee for the purposes of payment of the principal or Redemption Price of or interest on the Series 2020 A Bonds, selecting the Series 2020 A Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Series 2020 A Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither the Issuer nor the Registrar shall be affected by any notice to the contrary. Neither the Issuer nor the Registrar shall have any responsibility or obligation to any direct or indirect participant in DTC, any person claiming a beneficial ownership interest in the Series 2020 A Bonds under or through DTC or any such participant, or any other person which is not shown on the registration books of the Registrar as being a Bondholder with respect to (i) the Series 2020 A Bonds, (ii) the accuracy of any records maintained by DTC or any such participant, (iii) the payment by DTC or any such participant of any amount in respect of the principal or Redemption Price of or interest on the Series 2020 A Bonds, (iv) any notice which is permitted or required to be given to Bondholders under this Ordinance, (v) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Series 2020 A Bonds, or (vi) any consent given or other action taken by DTC as Bondholder.

E. The book entry system for registration of the ownership of the Series 2020 A Bonds may be discontinued at any time if either: (i) DTC determines to resign as securities depository for the Series 2020 A Bonds; or (ii) the Issuer determines that continuation of the system of book entry transfers through DTC (or through a successor securities depository) is not in the best interest of the beneficial owners of the Series 2020 A Bonds. In either of such events

(unless in the case described in clause (iii) above, the Issuer appoints a successor securities depository), the Series 2020 A Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Issuer or the Registrar for the accuracy of such designation. Whenever DTC requests the Issuer and the Registrar to do so, the Issuer and the Registrar shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Series 2020 A Bonds.

Section 3.12. Delivery of Series 2020 A Bonds. The Issuer shall execute and deliver the Series 2020 A Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2020 A Bonds to the Original Purchaser upon receipt of the documents set forth below:

(1) If not registered in the name of DTC or its nominee, a list of the names in which the Series 2020 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;

(2) A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2020 A Bonds to DTC for the benefit of the Original Purchaser;

(3) Copies certified by the City Clerk of this Ordinance and the Supplemental Resolution;

(4) The unqualified approving opinion upon the Series 2020 A Bonds by Bond Counsel; and

(5) Such other opinions, certificates and documents as shall be reasonably requested by the Original Purchaser.

Section 3.13. Form of Series 2020 A Bonds. The definitive Series 2020 A Bonds shall be in substantially the form set forth in “EXHIBIT A – FORM OF SERIES 2020 A BONDS” attached hereto and incorporated herein by reference, with such necessary and appropriate omissions, insertions and variations as are approved by those officers executing such Series 2020 A Bonds on behalf of the Issuer and execution thereof by such officers shall constitute conclusive evidence of such approval.

Section 3.14. Disposition of Proceeds of Series 2020 A Bonds. Upon the issuance and delivery of the Series 2020 A Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

1. All interest accrued on the Series 2020 A Bonds from the date thereof to the date of delivery thereof, if any, shall be deposited in the Series 2020 A Bonds Sinking Fund and applied to payment of interest on the Series 2020 A Bonds at the first interest payment date.

2. If a Municipal Bond Insurance Policy has been obtained to secure the payment of the principal of, and interest on, the Series 2020 A Bonds, the premium for such Municipal Bond Insurance Policy shall be paid to the Bond Insurer.

3. An amount of the proceeds of the Series 2020 A Bonds equal to the amount, if any, set forth in the Supplemental Resolution shall be remitted to the Bond Commission for deposit in the Series 2020 A Bonds Reserve Account; provided, that to the extent the Series 2020 A Bonds Reserve Requirement is satisfied in whole or in part from a Municipal Bond Debt Service Reserve Insurance Policy, proceeds of the Series 2020 A Bonds shall be (i) paid to the Bond Insurer, via wire transfer, in an amount equal to the premium for the Municipal Bond Debt Service Reserve Insurance Policy and (ii) deposited in the Series 2020 A Bonds Reserve Account only to the extent needed to satisfy the balance of the Series 2020 A Bonds Reserve Requirement.

4. An amount of the proceeds of the Series 2020 A Bonds which shall, along with other monies available therefor, be sufficient to purchase securities, the principal amount of which, and earnings thereon, shall be sufficient to pay the outstanding principal of, and interest on, the Series 2010 A Bonds on the first call date therefor, and to make any payment of interest and/or principal prior to the first call date for the Series 2010 A Bonds, shall be deposited into the Escrow Fund for the Series 2010 A Bonds held by the Bond Commission as Escrow Agent.

5. The amount of Series 2020 A Bond proceeds which, together with other monies or securities deposited therein, shall be equal to the Costs of Issuance of the Series 2020 A Bonds, shall be deposited with the Depository Bank in the Series 2020 A Bonds Costs of Issuance Fund and shall be drawn out, used and applied by the Issuer solely to pay costs of issuance of the Series 2020 A Bonds at the written direction of the Issuer. Monies not to be applied immediately to pay such costs of issuance may be invested in accordance with this Ordinance, subject however, to applicable yield restrictions as may be in effect under the Code. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to such purpose within 120 days following the Closing Date for the Series 2020 A Bonds, such unapplied proceeds shall be transferred by the Issuer to the Series 2020 A Bonds Sinking Fund established in Section 4.02 hereof and applied to the next ensuing payment of interest on the Series 2020 A Bonds. All such proceeds shall constitute a trust fund for such purposes, and there hereby is created a lien upon such monies until so applied in favor of the Holders of the Series 2020 A Bonds from which such proceeds are derived.

**ARTICLE IV**  
**COMBINED UTILITY SYSTEM REVENUES;**  
**FUNDS AND ACCOUNTS**

Section 4.01. Establishment of Funds and Accounts with Depository Bank. Pursuant to this Article IV, the following special funds are created with (or continued if previously established by Prior Ordinances), and shall be held by, the Depository Bank,

segregated from all other funds and accounts of the Depository Bank or the Issuer and from each other (except as set forth in this Section 4.01), and used solely for the purposes provided herein:

- (1) Revenue Fund (established by the Prior Ordinances);
- (2) Depreciation Fund (established by the Prior Ordinances);
- (3) Operation and Maintenance Fund (established by the Prior Ordinances);
- (4) Series 2020 A Bonds Costs of Issuance Fund; and
- (5) Rebate Fund.

Section 4.02. Establishment of Funds and Accounts with Bond Commission. The following special funds or accounts are hereby created (or continued if established by Prior Ordinances) with and shall be held by the Bond Commission, separate and apart from all other funds or accounts of the Bond Commission or the Issuer and from each other:

- (1) Series 2000 A Bonds Sinking Fund (established by Prior Ordinances);
- (2) Series 2000 A Bonds Reserve Account (established by Prior Ordinances);
- (3) Series 2000 B Bonds Sinking Fund (established by Prior Ordinances);
- (4) Series 2000 B Bonds Reserve Account (established by Prior Ordinances);
- (5) Series 2006 A Bonds Sinking Fund (established by Prior Ordinances);
- (6) Series 2006 A Bonds Reserve Account (established by Prior Ordinances);
- (7) Series 2007 A Bonds Sinking Fund (established by Prior Ordinances);
- (8) Series 2007 A Bonds Reserve Account established by Prior Ordinances);
- (9) Series 2010 C Bonds Sinking Fund (established by Prior Ordinances);
- (10) Series 2010 C Bonds Reserve Account (established by Prior Ordinances);
- (11) Series 2010 D Bonds Sinking Fund (established by Prior Ordinances);
- (12) Series 2010 D Bonds Reserve Account (established by Prior Ordinances);

- (13) Series 2010 E Bonds Sinking Fund (established by Prior Ordinances);
- (14) Series 2010 E Bonds Reserve Account (established by Prior Ordinances);
- (15) Series 2012 A Bonds Sinking Fund (established by Prior Ordinances);
- (16) Series 2012 A Bonds Reserve Account (established by Prior Ordinances);
- (17) Series 2013 A Bonds Sinking Fund (established by Prior Ordinances);
- (18) Series 2013 A Bonds Reserve Account (established by Prior Ordinances);
- (19) Series 2014 B Bonds Sinking Fund (established by Prior Ordinances);
- (20) Series 2014 B Bonds Reserve Account (established by Prior Ordinances);
- (21) Series 2015 A Bonds Sinking Fund (established by Prior Ordinances);
- (22) Series 2015 A Bonds Reserve Account (established by Prior Ordinances);
- (23) Series 2015 B Bonds Sinking Fund (established by Prior Ordinances);
- (24) Series 2015 B Bonds Reserve Account (established by Prior Ordinances);
- (25) Series 2015 C Bonds Sinking Fund (established by Prior Ordinances);
- (26) Series 2015 C Bonds Reserve Account (established by Prior Ordinances);
- (27) Series 2015 D Bonds Sinking Fund (established by Prior Ordinances);
- (28) Series 2015 D Bonds Reserve Account (established by Prior Ordinances);
- (29) Series 2015 E Bonds Sinking Fund (established by Prior Ordinances);
- (30) Series 2015 E Bonds Reserve Account (established by Prior Ordinances);

- (31) Series 2016 A Bonds Sinking Fund (established by Prior Ordinances);
- (32) Series 2016 A Bonds Reserve Account (established by Prior Ordinances);
- (33) Series 2016 B-1 Bonds Sinking Fund (established by Prior Ordinances);
- (34) Series 2016 B-1 Bonds Reserve Account (established by Prior Ordinances);
- (35) Series 2017 A Bonds Sinking Fund (established by Prior Ordinances);
- (36) Series 2017 A Bonds Reserve Account (established by Prior Ordinances);
- (37) Series 2018 A Bonds Sinking Fund (established by Prior Ordinances);
- (38) Series 2018 A Bonds Reserve Account (established by Prior Ordinances);
- (39) Series 2018 A-2 Bonds Sinking Fund (established by Prior Ordinances);
- (40) Series 2018 A-2 Bonds Reserve Account (established by Prior Ordinances);
- (41) Series 2018 B Bonds Sinking Fund (established by Prior Ordinances);
- (42) Series 2018 B Bonds Reserve Account (established by Prior Ordinances);
- (43) Series 2019 A Bonds Sinking Fund (established by Prior Ordinances);
- (44) Series 2019 A Bonds Reserve Account (established by Prior Ordinances);
- (45) Series 2019 B Bonds Sinking Fund (established by Prior Ordinances);
- (46) Series 2019 B Bonds Reserve Account (established by Prior Ordinances);
- (47) Series 2020 A Bonds Sinking Fund; and
- (48) Series 2020 A Bonds Reserve Account.

Section 4.03. Combined Utility System Revenues and Application Thereof. So long as any of the Series 2020 A Bonds shall be Outstanding and unpaid, the Issuer covenants as follows:

A. The entire Gross Revenues derived from the operation of the Combined Utility System and all parts thereof shall be deposited by the Issuer in the Revenue Fund. The Revenue Fund shall be held by the Board and kept separate and distinct from all other funds of the Issuer, the Board and the Depository Bank and used only for the purposes and in the manner herein provided. All Revenues at any time remaining on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The Issuer shall first, from the monies in the Revenue Fund, on the first day of each month, simultaneously remit to the Bond Commission (i) the amounts required by the Prior Ordinances to be deposited in the respective Sinking Funds for the Prior Bonds for the payment of interest on the Prior Bonds; and (ii) beginning on the first day of that month which is 6 months prior to the first interest payment date on the Series 2020 A Bonds, apportion and set apart out of the Revenue Fund and deposit in the Series 2020 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on said Series 2020 A Bonds on the next ensuing semiannual interest payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2020 A Bonds Sinking Fund and the next ensuing semiannual interest payment date is less than or greater than 6 months, then such monthly payments shall be increased or decreased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date, and provided further, that the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2020 A Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 2020 A Bonds deposited therein and subsequent amounts required to be transferred from the Revenue Fund and deposited in the Series 2020 A Bonds Sinking Fund shall be reduced by the amount of any earnings credited to the Series 2020 A Bonds Sinking Fund.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and, simultaneously remit to the Bond Commission (i) the amounts required by the Prior Ordinances to be deposited in the respective Sinking Funds for the Prior Bonds for the payment of principal of the Prior Bonds; and (ii) for deposit in the Series 2020 A Bonds Sinking Fund (and in the Series 2020 A Bonds Redemption Account therein in the case of Term Bonds which are to be redeemed) on the first day of each month, beginning on the first day of that month which is 12 months prior to the first principal payment or mandatory Redemption Date of the Series 2020 A Bonds, a sum equal to 1/12th of the amount (or 1/6th of the amount if the Series 2020 A Bonds mature semiannually rather than annually) of principal which will mature or be redeemed and become due on the Series 2020 A Bonds on the next ensuing principal payment or mandatory Redemption Date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2020 A Bonds Sinking Fund and the next ensuing principal payment or mandatory Redemption Date is less than or greater than 12 months (or 6 months if the Series 2020 A Bonds mature semiannually rather than annually), then such monthly payments shall be increased or decreased proportionately to provide, one month prior to the next ensuing principal payment date or mandatory Redemption Date, the required amount of

principal coming due on such date, and provided further, that the amount of such deposits shall be reduced by the amount of any earnings credited to the Series 2020 A Bonds Sinking Fund and not previously credited pursuant to the preceding paragraph.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and, simultaneously remit to the Bond Commission (i) the amounts required by the Prior Ordinances to be deposited in the respective reserve accounts for the Prior Bonds; and (ii) commencing 13 months prior to the first date of payment of principal of the Series 2020 A Bonds, if not fully funded upon issuance of the Series 2020 A Bonds, for deposit in the Series 2020 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2020 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2020 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2020 A Bonds Reserve Requirement; provided further, that if the amounts in the Series 2020 A Bonds Reserve Account, as a result of a decrease in value of the Series 2020 A Bonds Reserve Account below the Series 2020 A Bonds Reserve Account Requirement or any withdrawal from the Series 2020 A Bonds Reserve Account, the Issuer shall apply such monies for deposit into the Series 2020 A Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2020 A Bonds Reserve Account results in a determination that the amount of monies and the value of the Qualified Investments deposited to the credit of the Series 2020 A Bonds Reserve Account is less than the Series 2020 A Bonds Reserve Account Requirement, or (b) any amount is withdrawn from the Series 2020 A Bonds Reserve Account for deposit into the Series 2020 A Bonds Sinking Fund. To the extent Net Revenues and any other legally available funds are available therefor, the amount so deposited shall be used to restore the amount of monies on deposit in the Series 2020 A Bonds Reserve Account to an amount equal to the Series 2020 A Bond Reserve Account Requirement to the full extent that such Net Revenues are available; provided, however, that if the shortfall in the Series 2020 A Bonds Reserve Account is due to a decrease in the value of investments therein, such shortfall shall be replenished by not less than 4 equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2020 A Bonds Reserve Account, such shortfall shall be replenished by not less than 12 equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2020 A Bonds Reserve Account whenever and as long as the amount deposited therein shall be equal to the Series 2020 A Bond Reserve Account Requirement.

Amounts deposited in, or pledged to, the Series 2020 A Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the Series 2020 A Bonds when due, when amounts in the Series 2020 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

(4) The Issuer shall next, each month, transfer from the Revenue Fund an amount sufficient to pay current Operating Expenses of the Combined Utility System.

(5) The Issuer shall next, on the first day of each month, transfer from the monies remaining in the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund (as previously set forth in the Prior Ordinances and not in addition thereto), a sum equal to 2.5% of the Gross Revenues each month, exclusive of any payments for account of

any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Subject to the restrictions contained in the Prior Ordinances so long as the Prior Bonds are outstanding, withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, or improvements or extensions to the Combined Utility System; provided, that any deficiency in any Reserve Account, except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such Reserve Account to the maximum extent required hereof, shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(6) Whenever all of the required and provided for transfers and payments from the Revenue Fund into the several special funds, as hereinabove provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by the Act, such excess shall be considered as surplus revenues (the "Surplus Revenues"). Surplus Revenues may be used for any lawful purpose of the Combined Utility System.

B. The Bond Commission is hereby designated as the fiscal agent for the administration of the Series 2020 A Bonds Sinking Fund created hereunder, and all amounts required for said Sinking Fund shall be remitted to the Bond Commission from said Revenue Fund and from the proceeds of the sale of the Series 2020 A Bonds, if any, by the Issuer at the times and as otherwise provided herein. All remittances made by the Issuer to the Bond Commission shall clearly identify the fund or account into which each amount is to be deposited.

C. The monies on deposit in the Revenue Fund and the Renewal and Replacement Fund in excess of the sum insured by the FDIC shall at all times be secured, to the full extent thereof in excess of such insured sum, by Government Obligations or by other Qualified Investments as shall be eligible as security for deposits of municipal funds under the laws of the State.

D. Principal, interest or reserve payments, whether for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds, the Series 2020 A Bonds and any hereinafter issued Additional Parity Bonds all in accordance with the respective principal amounts then Outstanding.

**ARTICLE V**  
**INVESTMENTS; NON-ARBITRAGE;**  
**REBATES OF EXCESS INVESTMENT EARNINGS**

Section 5.01. Investments. The Issuer, through the Board, shall invest and reinvest, and shall instruct the Bond Commission and the Depository Bank to invest and reinvest, any monies held as a part of the funds and accounts created by this Ordinance in Qualified

Investments to the fullest extent possible under applicable laws, this Ordinance, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this section.

Except as provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The Issuer shall, through the Board, sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Issuer, through the Board, may make any and all investments permitted by this section through the bond department of the Depository Bank. The Depository Bank shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The following specific provisions shall apply with respect to any investments made under this section (unless otherwise required by the Bond Insurer and as set forth in the Supplemental Resolution):

(A) Qualified Investments acquired for the Series 2020 A Bonds Reserve Account shall mature or be subject to retirement at the option of the holder within not more than 5 years from the date of such investment.

(B) The Issuer, through the Board, shall, or shall cause the Bond Commission to, annually transfer from the Series 2020 A Bonds Reserve Account to the Series 2020 A Bonds Sinking Fund any earnings on the monies deposited therein and any other funds in excess of the Series 2020 A Bonds Reserve Requirement; provided, however, that there shall at all times remain on deposit in the Series 2020 A Bonds Reserve Account an amount at least equal to the Series 2020 A Bonds Reserve Requirement.

(C) In computing the amount in any fund or account, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. Valuation of all funds and accounts shall occur annually, except in the event of a withdrawal from the Series 2020 A Bonds Reserve Account, whereupon it shall be valued immediately after such withdrawal. If no longer funded with a Municipal Bond Debt Service Reserve Insurance Policy equal to the Series 2020 A Bonds Reserve Requirement and the amounts on deposit in the Series 2020 A Bonds Reserve Account shall, at any time, be less than the applicable Series 2020 A Bonds Reserve Requirement, the applicable Bond Insurer shall be notified immediately of such deficiency, and such deficiency shall be made up from the first available Gross Revenues after required deposits to the respective sinking funds for the Prior Bonds and the Series 2020 A Bonds Sinking Fund and otherwise in accordance with Section 4.03(3).

(D) All amounts representing accrued and capitalized interest, if any, shall be held by the Bond Commission, pledged solely to the payment of interest on the Series 2020 A Bonds, as appropriate, and invested only in Government Obligations maturing at such times and in such amounts as are necessary to match the interest payments to which they are pledged.

(E) Notwithstanding the foregoing, all monies deposited in the Series 2020 A Bonds Sinking Fund may be invested by the Bond Commission in the West Virginia “consolidated fund” managed by the West Virginia Investment Management Board pursuant to Chapter 12, Article 6 of the Code of West Virginia, 1931, as amended.

Section 5.02. [Reserved.]

Section 5.03. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Series 2020 A Bonds in such manner and to such extent as may be necessary, so that such Series 2020 A Bonds will not constitute “arbitrage bonds” under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to such Series 2020 A Bonds) so that the interest on the Series 2020 A Bonds will be and remain excludable from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 5.04. Tax Certificate, Rebates, and Rebate Fund. The Issuer shall deliver a certificate of arbitrage, a tax certificate or other similar certificate (the “Tax Certificate”) to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2020 A Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2020 A Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Ordinance.

The Issuer shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the Issuer or the Board shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the Combined Utility System. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis,

from any funds lawfully available therefor. The Issuer at its expense may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer may deem appropriate in order to assure compliance with this Section 5.04. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 5.04 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Series 2020 A Bonds from gross income for federal income tax purposes.

## **ARTICLE VI**

### **ADDITIONAL COVENANTS OF THE ISSUER**

Section 6.01. Covenants Binding and Irrevocable. All the covenants, agreements and provisions of this Ordinance shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2020 A Bonds, as prescribed by Article VII. In addition to the other covenants, agreements and provisions of this Ordinance, the Issuer hereby covenants and agrees with the Holders of the Series 2020 A Bonds, as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2020 A Bonds or the interest thereon, are Outstanding and unpaid.

Section 6.02. The Series 2020 A Bonds not to be Indebtedness of the Issuer. The Series 2020 A Bonds shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness but shall be payable solely from the Gross Revenues of the Combined Utility System or the monies in the Series 2020 A Bonds Sinking Fund and all accounts therein, all as herein provided. No Holder or Holders of any Series 2020 A Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power of the Issuer to pay said Series 2020 A Bonds or the interest thereon.

Section 6.03. Series 2020 A Bonds Secured by Pledge of Gross Revenues and Monies in Series 2020 A Bonds Sinking Fund. The payment of the debt service of all of the Series 2020 A Bonds issued hereunder shall be secured forthwith equally and ratably by a first lien on the Gross Revenues derived from the operation of the Combined Utility System on a parity with one another and with the lien on the Gross Revenues in favor of the Holders of the Prior Bonds and hereafter issued Additional Parity Bonds, and with respect to the Series 2020 A Bonds, all monies and securities in the Series 2020 A Bonds Sinking Fund, including the Series 2020 A Bonds Reserve Account therein, to the extent necessary to make the payments required under Section 4.03. The Gross Revenues derived from the Combined Utility System, in an amount sufficient to pay the principal of and interest on the Prior Bonds, the Series 2020 A Bonds herein authorized and any hereinafter issued Additional Parity Bonds, and to make the payments into the Series 2020 A Bonds Sinking Fund, including the Series 2020 A Bonds Reserve Account therein, are pledged *pari passu* by the Issuer.

Section 6.04. Rates. Equitable rates or charges for the use of and service rendered by the Combined Utility System have been established all in the manner and form required by law. Copies of such rates and charges so established may be obtained from the Board by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the Combined Utility System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created or continued hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the Combined Utility System (i) to provide for all Operating Expenses of the Combined Utility System, and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Series 2020 A Bonds and all other obligations secured by a lien on or payable from such Gross Revenues on a parity with the Series 2020 A Bonds, including the Prior Bonds and any hereinafter issued Additional Parity Bonds.

The Issuer hereby covenants to commence enactment of such ordinance or ordinances as shall be required to increase the rates and charges for the services and facilities of the Combined Utility System within 180 days following a determination of an Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

The Issuer expressly reserves the right to reduce the rates for the Combined Utility System, whether approved or in effect as of the date of issuance of the Series 2020 A Bonds, in the event that, based on a certificate of an Independent Certified Public Accountant, after any such decrease in rates, the Issuer will meet the requirements of this Section 6.04 and is not in default under any other provision of any ordinance authorizing any bonds or other indebtedness secured by the Gross Revenues of the Combined Utility System.

Section 6.05. Operation and Maintenance of the Combined Utility System. The Issuer will maintain the Combined Utility System in good condition and will operate the same as a revenue-producing enterprise in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof from the revenues of said Combined Utility System in the manner provided in this Ordinance.

Section 6.06. Sale of the Combined Utility System. So long as the Prior Bonds are Outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the Combined Utility System, except as provided by the Prior Ordinances. Additionally, so long as the Series 2020 A Bonds are Outstanding, the Combined Utility System may be sold, mortgaged, leased or otherwise disposed of only as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to defease the pledge created by this Ordinance as provided by Section 9.01. The proceeds from such sale, mortgage, lease or other disposition of the Combined

Utility System shall be immediately remitted to the Bond Commission for deposit in the Series 2020 A Bonds Sinking Fund, and otherwise as prescribed by Section 9.01. Any balance remaining after such defeasance shall be remitted to the Issuer by the Bond Commission unless necessary for the payment of other obligations of the Issuer payable out of the Gross Revenues of the Combined Utility System.

The foregoing provision notwithstanding, the Board shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the Combined Utility System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor is not in excess of \$5,000,000, the Board shall, in writing, determine that such property comprising a part of the Combined Utility System is no longer necessary, useful or profitable in the operation thereof, and the Board may then provide for the sale of such property. The proceeds of any such sale shall be used for any lawful purpose of the Combined Utility System. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of \$5,000,000 but not in excess of \$10,000,000, the Board shall first obtain the written approval of the Consulting Engineers that such property comprising a part of the Combined Utility System is no longer necessary, useful or profitable in the operation thereof, and the Board may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of \$5,000,000 and not in excess of \$10,000,000, shall be deposited by the Issuer into the Renewal and Replacement Fund. Such payments of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds by other provisions of this Ordinance.

No sale, lease or other disposition of the properties of the Combined Utility System shall be made by the Issuer if the proceeds to be derived therefrom shall be in excess of \$10,000,000 and insufficient to defease the pledge created by this Ordinance, as provided by Section 9.01, without the prior approval and consent in writing of (i) any applicable Bond Insurer, or (ii) if the Series 2020 A Bonds are not insured, the Holders, or their duly authorized representatives, of 60% in an amount of Series 2020 A Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the Bond Insurer or the then Holders of the Series 2020 A Bonds for the disposition of the proceeds from the sale, lease or other disposition of such properties of the Combined Utility System.

Section 6.07. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. The Issuer shall not issue any other obligations whatsoever, except Additional Parity Bonds provided for in Section 6.08 hereof, payable from the Gross Revenues of the Combined Utility System which rank prior to, or equally, as to lien on and source of and security for payment from the Gross Revenues with the Series 2020 A Bonds and the Prior Bonds; and all obligations hereafter issued by the Issuer payable from the Gross Revenues of the Combined Utility System, except such Additional Parity Bonds, shall contain an express statement that such obligations are junior and subordinate as to lien on and source of and security for payment from such Gross Revenues and in all other respects to the Series 2020 A Bonds.

The Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or, except with respect to such Additional Parity Bonds, being on a parity with the lien of the Series 2020 A Bonds, upon any of the income and revenues of the Combined Utility System pledged for payment of the principal of, and interest on the Series 2020 A Bonds in this Ordinance or upon the Combined Utility System or any part thereof.

Section 6.08. Additional Parity Bonds. So long as the Prior Bonds are outstanding the limitations on the issuance of parity obligations set forth in the Prior Ordinances authorizing such bonds shall be applicable. In addition, no Additional Parity Bonds, as in this section defined, payable out of the Gross Revenues of the Combined Utility System shall be issued after the issuance of the Series 2020 A Bonds pursuant to this Ordinance, except under the conditions and in the manner herein provided.

No such Additional Parity Bonds shall be issued except for the purpose of financing the costs of design, acquisition, construction and/or equipping of additions, betterments and/or improvements for the Combined Utility System, refunding all or a portion of one or more series of the Series 2020 A Bonds and the Prior Bonds, refunding all or a portion of any series of Additional Parity Bonds hereinafter issued, paying claims which may exist against the revenues or facilities of the Combined Utility System, or all of such purposes.

No such Additional Parity Bonds shall be issued at any time, however, unless and until there has been procured a written statement by an Independent Certified Public Accountant reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the Combined Utility System during any 12 consecutive months within the 18 months immediately preceding the date of the actual issuance of such Additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the date of issuance of such Additional Parity Bonds, shall be not less than 115% of the Maximum Annual Debt Service on the following:

- (1) The Series 2020 A Bonds then Outstanding;
- (2) The Prior Bonds then Outstanding;
- (3) Any Additional Parity Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation then Outstanding; and
- (4) The Additional Parity Bonds then proposed to be issued.

The “estimated average increased annual Net Revenues to be received in each of the 3 succeeding years,” as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Additional Parity Bonds and any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the issuance of such Additional Parity Bonds.

The Net Revenues actually derived from the Combined Utility System during the 12 consecutive month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received in the opinion of the Independent Certified Public Accountant, as stated in a certificate, on account of increased rates, rentals, fees and charges for the Combined Utility System enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to issuance of such Additional Parity Bonds.

The term “Additional Parity Bonds,” as used in this section, shall be deemed to mean evidence of indebtedness, specifically including, but not limited to, bonds and notes issued under the provisions and within the limitations of the Act and this section, payable from the Gross Revenues of the Combined Utility System on a parity with the Series 2020 A Bonds, and the Prior Bonds, and all the covenants and other provisions of this Ordinance (except as to details of such Additional Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Series 2020 A Bonds and the Prior Bonds and the Holders of any Additional Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Gross Revenues of the Combined Utility System, and their source of and security for payment from said Gross Revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Ordinance required for and on account of such Additional Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Ordinance.

The term “Additional Parity Bonds,” as used in this section, shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien on the Gross Revenues of the Combined Utility System of which is subordinate to the prior and superior lien of the Series 2020 A Bonds, the Prior Bonds and any theretofore issued Additional Parity Bonds on such Gross Revenues (the “Subordinate Bonds”). Nothing contained in this Ordinance shall be deemed to limit or restrict the ability of the Issuer to issue Subordinate Bonds. The Issuer shall not issue any obligations whatsoever payable from the revenues of the Combined Utility System, or any part thereof, which rank prior to or equally, as to lien and source of and security for payment from such revenues with the Series 2020 A Bonds except in the manner and under the conditions provided in this section.

No Additional Parity Bonds, as in this section defined, shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Ordinance on account of the Series 2020 A Bonds then Outstanding (excluding the Renewal and Replacement Fund), and any other payments provided for in this Ordinance, shall have been made in full as required to the date of delivery of the Additional Parity Bonds and the Issuer shall then be in full compliance with all the covenants, agreements and terms in this Ordinance and every ordinance supplemental thereto, or shall have fully corrected any delinquency or deficiency with respect to such payments and compliance.

Section 6.09. Insurance and Bonds. The Issuer hereby covenants and agrees, that so long as the Series 2020 A Bonds remain Outstanding, the Issuer or the Board will, as an

Operating Expense of the Combined Utility System, procure, carry and maintain insurance and bonds and workers' compensation coverage with a reputable insurance carrier or carriers or bonding company or companies rated at least "A" by Standard & Poor's Corporation covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the Combined Utility System in an amount equal to the greater of the fair appraised value or the original cost thereof. In the event of any damage to or destruction of any portion of the Combined Utility System, the Board will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damages or destroyed portion. The Board will itself, or will require any contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Board and the Issuer during acquisition, construction and/or equipping of any additions, betterment and/or improvements for the Combined Utility System.

B. PUBLIC LIABILITY INSURANCE, with limits of not less than is customarily carried by public utilities of equivalent size with respect to works and properties similar to the Combined Utility System to protect the Issuer and the Board from claims for bodily injury and/or death and from claims for damage to property of others which may arise from the ownership, management, operation and maintenance of the Combined Utility System, and insurance with the same limits to protect the Issuer and the Board from claims arising out of operation or ownership of motor vehicles of or for the Combined Utility System; provided, that the Board, with the review of an independent insurance consultant and the concurrence of the Issuer, may elect to self-insure.

C. WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE COMBINED UTILITY SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Board and such bonds will be filed with the Clerk of the County Commission of Monongalia County prior to commencement of acquisition, construction and/or equipping of any additions, extensions or improvements for the Combined Utility System in compliance with West Virginia Code, Section 38-2-39.

D. FLOOD INSURANCE, if the facilities of the Combined Utility System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

E. BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

F. FIDELITY BONDS will be provided as to every officer, member and employee of the Issuer or the Board having custody of the revenues or of any other funds of the Combined Utility System, as required by State law.

If required by State law, the Issuer and/or the Board shall require all contractors engaged in the acquisition, construction or equipping of any additions, betterments or improvements for the Combined Utility System to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price for that particular contract as security for the faithful performance of such contract.

The Issuer and/or the Board shall also require all contractors engaged in the acquisition, construction and/or equipping of additions, betterments or improvements for the Combined Utility System to carry such workers' compensation coverage for all of the contractor's employees and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to such contracts.

If the Issuer or the Board determines in good faith that any required insurance is not commercially available at a reasonable cost with reasonable terms, it shall engage an insurance consultant to verify the determination and to make recommendations regarding the types, amounts and provisions of any such insurance that should be purchased or funded by the Issuer or the Board for the Combined Utility System, taking into consideration the costs and practices of other municipal utility systems of similar size and to the extent that such information is available. The Issuer and/or the Board may, upon resolution adopted in good faith and upon the recommendations of the insurance consultant, adopt alternate or supplemental risk management programs which the Issuer or the Board determines to be reasonable, including the right to self-insure and participate in captive insurance companies.

Section 6.10. Services Rendered to the Board or Issuer. The Board will not render or cause to be rendered any free services of any nature by its Combined Utility System; and, in the event the Board, the Issuer or any department, agency, instrumentality, officer or employee thereof shall avail himself of any or all of the facilities or services provided by the Combined Utility System or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Board, the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Board or the Issuer shall transfer from its general funds sufficient sums to pay such charges for service to any of its departments or properties. The revenues so received shall be deemed to be revenues derived from the operation of the Combined Utility System and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Combined Utility System.

Section 6.11. Enforcement of Collections. The Issuer shall, through the Board, diligently enforce and collect all fees, rentals or other charges for the services and facilities of the Combined Utility System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Section 6.12. No Competing Franchise. To the extent legally allowable, neither the Issuer nor the Board will grant or cause, consent to or allow the granting of any franchise or

permit to any person, firm, corporation or body, or agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the Combined Utility System.

Section 6.13. Books and Records. The Board will keep books and records of the Combined Utility System, which shall be separate and apart from all other books, records and accounts of the Board or the Issuer, in which complete and correct entries shall be made of all transactions relating to the Combined Utility System. Any Holder of a Series 2020 A Bond shall have the right at all reasonable times to inspect the Combined Utility System, and all parts thereof, and all records, accounts and data of the Board relating thereto.

The accounting system for the Combined Utility System shall follow current generally accepted accounting principles, to the extent allowable under and in accordance with the rules and regulations of the Public Service Commission of West Virginia and the Act. Separate control accounting records shall be maintained by the Board. Subsidiary records as may be required shall be kept in the manner, on the forms, in the books and along with other bookkeeping records as prescribed by the Board. The Board shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Board shall be reported to such agent of the Board as it shall direct.

The Issuer or the Board shall, at least once a year, cause the books, records and accounts of the Combined Utility System to be completely audited by an Independent Certified Public Accountant.

Section 6.14. Operating Budget. The Board shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the Combined Utility System during the succeeding Fiscal Year.

Section 6.15. Mandatory Connections. The mandatory use of the sanitary sewerage portion of the Combined Utility System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer, and in order to assure the rendering harmless of sewage and waterborne waste matter produced or arising within the territory served by the sanitary sewerage portion of the Combined Utility System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the sanitary sewerage portion of the Combined Utility System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the sanitary sewerage portion of the Combined Utility System.

Any such house, dwelling or building from which emanates sewage or waterborne waste matter and which is not so connected to the sanitary sewerage portion of the Combined Utility System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the residents of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 6.16. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2020 A Bonds, a statutory mortgage lien upon the Combined Utility System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon the issuance of the Series 2020 A Bonds and shall be on a parity with all series of the Series 2020 A Bonds and with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

Section 6.17. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. **PRIVATE BUSINESS USE LIMITATION.** The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2020 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on such Series 2020 A Bonds during the term thereof is, under the terms of such Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2020 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2020 A Bonds during the terms thereof is, under the terms of such Series 2020 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2020 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Combined Utility System, or if the Series 2020 A Bonds are for the purpose of financing more than one project, a portion of the Combined Utility System, and shall not exceed the proceeds used for the governmental use of that portion of the Combined Utility System to which such Private Business Use is related. All of the foregoing shall be determined as provided for in the Code.

B. **PRIVATE LOAN LIMITATION.** The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2020 A Bonds or \$5,000,000 are used, directly or indirectly, to make or finance a loan to persons other than state or local government units.

C. **FEDERAL GUARANTEE PROHIBITION.** The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2020 A Bonds to be directly or indirectly “federally guaranteed” within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. **INFORMATION RETURN.** The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2020 A Bonds and the interest

thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Series 2020 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion. Without limiting the generality of the foregoing, the Issuer agrees to comply with the provisions of the Tax Certificate, which are hereby incorporated herein. This covenant shall survive payment in full or defeasance of the Series 2020 A Bonds.

Section 6.18. Covenants Regarding the Municipal Bond Insurance Policy. The Issuer may obtain a Municipal Bond Insurance Policy for all, or certain maturities, of the Series 2020 A Bonds. In the event such Municipal Bond Insurance Policy is obtained, certain additional covenants of the Issuer will be required by the Bond Insurer as a condition to insuring the Series 2020 A Bonds. These additional covenants shall be set forth in full in the Supplemental Resolution, shall apply to the Series 2020 A Bonds and any other Bonds which may be insured by such Bond Insurer, and shall be controlling in the event any other provisions of this Ordinance or Supplemental Resolution may be in conflict therewith.

Section 6.19. Covenants Regarding the Municipal Bond Debt Service Reserve Insurance Policy. The Issuer intends to obtain a Municipal Bond Debt Service Reserve Insurance Policy either contemporaneously with, or subsequent to, the date of issuance of the Series 2020 A Bonds to fund the Series 2020 A Bonds Debt Service Reserve Account in an amount equal to the Series 2020 A Bonds Reserve Requirement. In the event such Municipal Bond Debt Service Reserve Insurance Policy is obtained, certain additional covenants of the Issuer will be required by the Bond Insurer as a condition to providing the Municipal Bond Debt Service Reserve Insurance Policy. These additional covenants shall be set forth in full in a Supplemental Resolution, shall apply to the Series 2020 A Bonds, and shall be controlling in the event any other provisions of this Ordinance or Supplemental Resolution may be in conflict therewith.

In the event that the Issuer does not obtain a Municipal Bond Debt Service Reserve Insurance Policy contemporaneously with the issuance of the Series 2020 A Bonds, the Issuer may, so long as the Series 2020 A Bonds are outstanding, via the adoption of a Supplemental Resolution, fund the Series 2020 A Bonds Reserve Account with a Municipal Bond Debt Service Reserve Insurance Policy in an amount equal to the Series 2020 A Bonds Reserve Requirement and any additional covenants of the Issuer required by the Bond Insurer shall be set forth in such Supplemental Resolution, shall apply to the Series 2020 A Bonds, and shall be controlling in the event any other provisions of the Ordinance or any other Supplemental Resolution may be in conflict therewith.

Section 6.20. Continuing Disclosure Agreement. The Issuer approves the delivery by the Board of a Continuing Disclosure Agreement, Dissemination Agent Agreement or Continuing Disclosure Certificate in form acceptable to the Original Purchaser, sufficient to ensure compliance with Rule 15c2-12, as it may be amended from time to time.

Section 6.21. Preliminary Official Statement; Official Statement. The distribution of the Preliminary Official Statement with respect to the Series 2020 A Bonds shall be and the same is hereby approved. The Preliminary Official Statement shall be in such form as may be approved by the Supplemental Resolution. The Mayor and City Manager are hereby authorized and directed to execute and deliver a final Official Statement on behalf of the Issuer, which shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be required to reflect the terms of the sale of the Series 2020 A Bonds and as the Mayor and City Manager may approve (the “Official Statement”). The execution of the Official Statement by the Mayor and City Manager shall be conclusive evidence of such approval. Copies of the Official Statement are hereby authorized to be prepared and furnished to the Original Purchaser for distribution.

Section 6.22. Bond Purchase Agreement. The Series 2020 A Bonds shall be sold to the Original Purchaser pursuant to the terms and conditions of the Bond Purchase Agreement. If not so authorized by previous ordinance, the Mayor and City Manager are specifically authorized and directed to execute the said Bond Purchase Agreement in such form as may be approved by the Supplemental Resolution, and the City Clerk is directed to affix the seal of the Issuer, attest the same and deliver the said Bond Purchase Agreement to the Original Purchaser.

Section 6.23. Bond Documents. The Issuer shall deliver a Escrow Agreement, Tax Certificate, Tax Compliance Policy and such other closing documents as shall be required for the issuance of the Series 2020 A Bonds, in forms acceptable to the Original Purchaser, the forms of which shall be approved by the Supplemental Resolution, and the Mayor and City Manager are authorized and directed to execute and deliver such Escrow Agreement, Tax Certificate, Tax Compliance Policy and other closing documents on behalf of the Issuer, with such changes as the Mayor and City Manager shall approve, such approval to be conclusively evidenced by the execution of the Tax Certificate and such other closing documents by the Mayor and City Manager. The Mayor, City Manager and City Clerk are further authorized to take all actions necessary for the Issuer to comply with the Escrow Agreement, Tax Certificate, the Tax Compliance Policy and such other closing documents.

## **ARTICLE VII**

### **DEFAULTS AND REMEDIES**

Section 7.01. Events of Default. Each of the following events shall constitute an “Event of Default” with respect to the Series 2020 A Bonds:

(A) If default occurs in the due and punctual payment of the principal of or interest on any Series 2020 A Bond; or

(B) If default occurs in the Issuer’s observance of any of the covenants, agreements or conditions on its part in this Ordinance or Supplemental Resolution or in the Series 2020 A Bonds contained, and such default shall have continued for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Bondholder or any Bond Insurer; or

(C) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America; or

(D) If default occurs with respect to the Prior Bonds or the Prior Ordinances.

Section 7.02. Enforcement. Upon the happening and continuance of any Event of Default, any Bondholder (with the prior written consent of the applicable Bond Insurer) or any Bond Insurer may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce its rights and, in particular:

(A) Bring suit for any unpaid principal or interest then due;

(B) By mandamus or other appropriate proceeding enforce all rights of the Bondholders, including the right to require the Issuer to perform its duties under the Act and this Ordinance;

(C) Bring suit upon the Series 2020 A Bonds, as applicable;

(D) By action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Bondholders; and

(E) By action or bill in equity enjoin any acts in violation of this Ordinance or the rights of the Bondholders or the Bond Insurer.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders hereunder or now or hereafter existing at law or by statute, all pro rata, with respect to the Prior Bonds and the Series 2020 A Bonds, in accordance with the respective principal amounts then Outstanding.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Bondholders shall be made without the prior written consent of the applicable Bond Insurer or shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 7.03. Appointment of Receiver. If there be any Event of Default existing and continuing, any Bondholder or any Bond Insurer shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the Combined Utility System on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of the principal of and

interest on the Series 2020 A Bonds and the Prior Bonds, the deposits into the funds and accounts hereby established as herein provided and the payment of Operating Expenses of the Combined Utility System and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Ordinance and the Act.

The receiver so appointed shall forthwith, directly or by his agents and attorneys, enter into and upon and take possession of all facilities of said Combined Utility System and shall hold, operate, maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might do.

Whenever all that is due upon the Series 2020 A Bonds issued pursuant to this Ordinance and interest thereon and under any covenants of this Ordinance for reserve, sinking or other funds and accounts and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the Gross Revenues of the Combined Utility System shall have been paid and made good, and all defaults under the provisions of this Ordinance and any Supplemental Resolution shall have been cured and made good, and all monies due hereunder or under any Supplemental Resolution have been paid in full, possession of the Combined Utility System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Bondholder shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby and a successor receiver appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the Combined Utility System in the name of the Issuer and for the joint protection and benefit of the Issuer and the Holders of the Series 2020 A Bonds issued pursuant to this Ordinance. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the Combined Utility System, but the authority of such receiver shall be limited to the possession, operation and maintenance of the Combined Utility System, for the sole purpose of the protection of both the Issuer and the Holders of the Series 2020 A Bonds, and the curing and making good of any default under the provisions of this Ordinance, and the title to and ownership of said Combined Utility System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage or otherwise dispose of any assets of the Combined Utility System.

Notwithstanding any other provision of this Ordinance, in determining whether the rights of the Holders of the Series 2020 A Bonds will be adversely affected by any action taken pursuant to the terms and provisions of this Ordinance, any trustee or Bondholder's committee

representing the Holders of the Series 2020 A Bonds shall consider the effect on the Holders of the Series 2020 A Bonds as if no Municipal Bond Insurance Policy were then in effect.

Section 7.04. Restoration of Issuer and Holders of the Series 2020 A Bonds. In case any Holder of the Series 2020 A Bonds shall have proceeded to enforce any right under this Ordinance by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and such Holder of the Series 2020 A Bonds shall be restored to their former positions and rights hereunder, and all rights and remedies of such Holder of the Series 2020 A Bonds shall continue as if no such proceedings had been taken.

## **ARTICLE VIII** **REGISTRAR AND PAYING AGENT**

Section 8.01. Appointment of Registrar. The Registrar for the Series 2020 A Bonds shall be appointed pursuant to the Supplemental Resolution. The Issuer is hereby authorized and directed to enter into an agreement with the Registrar, the substantial form of which agreement is to be approved by Supplemental Resolution.

Section 8.02. Responsibilities of Registrar. The recitals of fact in the Series 2020 A Bonds shall be taken as statements of the Issuer, and the Registrar shall not be responsible for their accuracy. The Registrar shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of any Series 2020 A Bonds by the Issuer. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication on the Series 2020 A Bonds. The Registrar and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Ordinance and any other duties and responsibilities incident thereto, all as provided by said agreement described in Section 8.01.

Section 8.03. Evidence on Which Registrar May Act. Except as otherwise provided by Section 10.02, the Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. Whenever the Registrar shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Issuer, but in its discretion the Registrar may instead accept other evidence of such fact or matter.

Section 8.04. Compensation and Expenses. The Issuer shall pay to the Registrar from time to time reasonable compensation for all services, including the transfer of registration of Series 2020 A Bonds, the first exchange of Series 2020 A Bonds and the exchange of Series 2020 A Bonds in the event of partial redemption, incurred in the performance of its duties hereunder.

Section 8.05. Certain Permitted Acts. The Registrar may become the owner of or may deal in Series 2020 A Bonds as fully and with the same rights it would have if it were not Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or effect or aid in any reorganization growing out of the enforcement of the Series 2020 A Bonds, or this Ordinance, whether or not any such committee shall represent the Holders of a majority in principal amount of the Series 2020 A Bonds Outstanding.

Section 8.06. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Ordinance by giving not less than sixty (60) days' written notice to the Issuer and publishing in an Authorized Newspaper notice (or mailing such notice to each Bondholder in the event all Bonds are fully registered), specifying the date when such resignation shall take effect, within twenty (20) days after the giving of such written notice. A copy of such notice shall also be mailed to each owner of a fully registered Bond or a coupon Bond registered as to principal (other than to bearer). Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the Issuer or bondholders, in which event such resignation shall take effect immediately; provided, that in no event shall such resignation take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 8.07. Removal. The Registrar may be removed at any time by the Issuer, the applicable Bond Insurer or by the Holders of a majority in principal amount of the Series 2020 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly acknowledged by the Issuer, the applicable Bond Insurer or by such Bondholders or their attorneys duly authorized in writing and delivered to the Issuer, as the case may be. Copies of each such instrument shall be delivered by the Issuer to the Registrar. Such removal shall take effect upon the date stated in such instrument; provided, that in no event shall such removal take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 8.08. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Holders of a majority in principal amount of the Series 2020 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Bondholders or their attorneys duly authorized in writing and delivered to the Issuer and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the Issuer shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Bondholders. The Issuer shall publish in an Authorized Newspaper (or mail to each Bondholder in the event all Bonds are fully registered) notice of any such appointment within twenty (20) days after the effective date of such appointment. A copy of such notice shall also be mailed to each owner of a fully registered Bond or a coupon Bond registered as to principal (other than to bearer). Any successor Registrar appointed by the Issuer shall, immediately and without further act, be superseded by a Registrar appointed by such Bondholders. If in a proper case no appointment of a successor Registrar

shall be made within forty-five (45) days after the Registrar shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Ordinance.

Section 8.09. Transfer of Rights and Property to Successor. Any predecessor Registrar or Paying Agent shall pay over, assign and deliver any monies, books and records held by it to its successor.

Section 8.10. Merger or Consolidation. Any company into which the Registrar may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, trust company or national banking association meeting the requirements set forth in Section 8.08.

Section 8.11. Adoption of Authentication. In case any of the Series 2020 A Bonds shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver such Bonds so authenticated, and, in case any Bonds shall have been prepared but not authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in its own name.

Section 8.12. Paying Agent. The Bond Commission shall initially serve as Paying Agent as required by the Act. Any alternate Paying Agent must be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Ordinance. Such alternate Paying Agent shall signify its acceptance of the duties and obligations imposed upon it pursuant hereto by executing and delivering to the Issuer a written acceptance thereof. Any successor Paying Agent shall take such actions as may be necessary to ensure that the Series 2020 A Bonds shall be and remain DTC-Eligible.

Each Paying Agent shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by such Paying Agent in connection with such services solely from monies available therefor.

Any bank, trust company or national banking association with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Ordinance. If the position of Paying Agent shall become vacant for any reason, the Issuer shall, within thirty (30) days thereafter, appoint a bank, trust company or national banking association to fill such vacancy; provided, however, that, if the Issuer shall fail to appoint such Paying Agent

within said period, the Bond Commission, a court of competent jurisdiction or a majority of the Bondholders may make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in this Article VIII with respect to the Registrar, insofar as such provisions may be applicable.

Notice of the appointment of successor or additional Paying Agents or fiscal agents shall be given in the same manner as provided by Section 8.08 hereof with respect to the appointment of a successor Registrar.

All monies received by the Paying Agents shall, until used or applied as provided in this Ordinance, be held in trust for the purposes for which they were received.

## **ARTICLE IX** **DEFEASANCE; DISCHARGE OF PLEDGE OF ORDINANCE**

Section 9.01. Defeasance; Discharge of Pledge of Ordinance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Series 2020 A Bonds the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, and all other monies due hereunder have been paid, then this Ordinance and the pledges of the Gross Revenues and other monies and securities pledged hereunder, and all covenants, agreements and other obligations of the Issuer on behalf of the Holders of the Series 2020 A Bonds made hereunder, as applicable, shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 2020 A Bonds for the payment of which either monies in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide monies which, together with the monies, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the respective principal of and interest on such Series 2020 A Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2020 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Bond Commission or an escrow trustee either monies in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide monies which, together with the monies, if any, deposited with the Bond Commission or said escrow trustee at the same or earlier time shall be sufficient, to pay when due the principal of, any redemption premium on and interest due and to become due on said Series 2020 A Bonds on and prior to the maturity date thereof, or if the Issuer irrevocably determines to redeem any of said Series 2020 A Bonds prior to the maturity thereof, on and prior to said Redemption Date. Neither securities nor monies deposited with the Bond Commission or an escrow trustee pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Series 2020 A Bonds; provided, that any cash received from such principal, redemption premium, if any, and interest payments on such securities deposited with the Bond Commission

or said escrow trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal of and redemption premium, if any, and interest to become due on said Series 2020 A Bonds on and prior to such maturity or Redemption Dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Bond Commission or said escrow trustee, free and clear of any trust, lien or pledge.

## **ARTICLE X** **MISCELLANEOUS**

Section 10.01. Amendment of Ordinance. Prior to issuance of the Series 2020 A Bonds, this Ordinance may be amended, modified or supplemented in any way by the Supplemental Resolution. All provisions required by the Bond Insurer, if any, shall be set forth in the Supplemental Resolution and to the extent they constitute an amendment or modification of this Ordinance, shall be controlling. Following issuance of the Series 2020 A Bonds, this Ordinance and any Supplemental Resolution may, without the consent of any Holder of the Series 2020 A Bonds or other person, be amended, modified or supplemented in any manner which, in the written opinion of Bond Counsel, does not materially adversely affect the interests of the Holder of the Series 2020 A Bonds or any Bond Insurer; provided, that in the event any of the Series 2020 A Bonds are insured, no such amendment or modification which affects the rights of the applicable Bond Insurer for such Series 2020 A Bonds may be made without the written consent of such Bond Insurer. Otherwise, no materially adverse amendment or modification to this Ordinance, or of any Supplemental Resolution, may be made (i) without the written consent of the Holders of 60% in aggregate principal amount of the Series 2020 A Bonds then Outstanding and affected thereby; or (ii) the Bond Insurer. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of payment of the principal of or interest on, any Series 2020 A Bond without the express written consent of the Holder of such Series 2020 A Bond, nor reduce the percentage of Series 2020 A Bonds required for consent to any such modification or amendment.

Section 10.02. Evidence of Signatures of Bondholders and Ownership of Bonds. Any request, consent, revocation of consent or other instrument which this Ordinance may require or permit to be signed and executed by Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys duly authorized in writing. Proof of the execution of any such instrument, or of an instrument appointing or authorizing any such attorney, shall be sufficient for any purpose of this Ordinance if made in the following manner, or in any other manner satisfactory to the Issuer or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by any Bondholder or his attorney of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a

bank, a trust company or a financial firm or corporation satisfactory to the Issuer or the Registrar, as the case may be, that the person signing such instrument acknowledged to such bank, trust company, firm or corporation the execution thereof.

B. The authority of a person or persons to execute any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or treasurer or a vice-president or an assistant treasurer of such corporation with a corporate seal affixed, and is attested by a person purporting to be its secretary or assistant secretary.

C. The amount of fully registered Series 2020 A Bonds held by a person executing any instrument as a Bondholder, the date of their holding such Series 2020 A Bonds and the numbers and other identification thereof, shall be confirmed by the Bond Register.

Any request, consent or other instrument executed by the Holder of any Bond shall bind all future Holders and owners of such Bond in respect of anything done or suffered to be done hereunder by the Issuer or the Registrar in accordance therewith.

Section 10.03. Preservation and Inspection of Documents. To the extent allowable under law, all reports, certificates, statements and other documents received by the Registrar under the provisions of this Ordinance shall be retained in its possession and shall be available at all reasonable times for the inspection of the Issuer or any Bondholder, and their agents and their representatives, but any such reports, certificates, statements or other documents may, at the election of the Registrar, be destroyed or otherwise disposed of at any time after such date as the pledge created by this Ordinance shall be discharged as provided in Section 9.01.

Section 10.04. Cancellation of Bonds. All Series 2020 A Bonds purchased or paid shall, if surrendered to the Issuer, be canceled and delivered to the Registrar, or, if surrendered to the Registrar, be canceled by it. No such Bonds shall be deemed Outstanding under this Ordinance and no Series 2020 A Bonds shall be issued in lieu thereof. All such Bonds shall be canceled and upon order of the Issuer shall be destroyed, and a certificate evidencing such destruction shall be delivered to the Issuer.

Section 10.05. Failure to Present Bonds. Anything in this Ordinance to the contrary notwithstanding, any monies held by the Bond Commission or a Paying Agent in trust for the payment and discharge of any of the Series 2020 A Bonds which remain unclaimed for two years after the date on which such Bonds have become due and payable, whether by maturity or upon call for redemption, shall at the written request of the Issuer be paid by the Bond Commission or said Paying Agent to the Issuer as its absolute property and free from trust, and the Bond Commission or said Paying Agent shall thereupon be released and discharged with respect thereto, and the Holders of such Bonds shall look only to the Issuer for the payment of such Bonds; provided, however, that, before making any such payment to the Issuer, the Registrar, if so advised by the Bond Commission, or said Paying Agent shall send to the Holder, at the address listed on the Bond Register, by certified mail, a notice that such monies remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days

after the date of such notice is mailed, the balance of such monies then unclaimed will be returned to the Issuer.

Section 10.06. Notices, Demands and Requests. Unless otherwise expressly provided, all notices, demands and requests to be given or made hereunder to or by the Issuer, the Registrar, the Depository Bank, the Original Purchaser or the Bond Insurer shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows or if hand-delivered to the individual to whom such notice, demand or request is required to be directed as indicated below:

ISSUER

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

With copy to:

Morgantown Utility Board  
278 Greenbag Road  
Morgantown, WV 26501  
Attention: General Manager

REGISTRAR

[Name(s) and address(s) to be set forth in Supplemental Resolution]

PAYING AGENT

West Virginia Municipal Bond Commission  
900 Pennsylvania Avenue  
Suite 1117  
Charleston, West Virginia 25302  
Attention: Executive Director

DEPOSITORY BANK

[Name(s) and address(s) to be set forth in Supplemental Resolution]

ORIGINAL PURCHASER

Crews & Associates, Inc.  
300 Summers Street, Suite 930  
Charleston, WV 25301  
Attention: Senior Managing Director

BOND INSURER

[Name(s) and address(es) to be set forth in the Supplemental Resolution]

Any party listed above may change such address listed for it at any time upon written notice of change sent by United States mail, postage prepaid, to the other parties.

Section 10.07. No Personal Liability. No member of the Council, the Board or officer or employee of the Issuer or the Board shall be individually or personally liable for the payment of the principal of or the interest on any of the Series 2020 A Bonds, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Ordinance.

Section 10.08. Law Applicable. The laws of the State shall govern the construction of this Ordinance and of all Series 2020 A Bonds issued hereunder.

Section 10.09. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Issuer, the Registrar, the Paying Agent, the Holders of the Series 2020 A Bonds, the applicable Bond Insurer, if any, and the Original Purchaser, any right, remedy or claim under or by reason of this Ordinance. All the covenants, stipulations, promises and agreements contained in this Ordinance by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar, the Paying Agent, the Holders of the Series 2020 A Bonds, the Bond Insurer and the Original Purchaser.

Section 10.10. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Ordinance.

Section 10.11. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 10.12. Conflicting Provisions Repealed. 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 10.13. Procedure on Enactment of Ordinance; Public Hearing. Upon adoption of this Ordinance, the City Clerk is hereby authorized and directed to have an abstract of this Ordinance, which abstract has been determined by the Council of the Issuer to contain sufficient information to give notice of the contents of such Ordinance, published once each week for 2 successive weeks, with not less than six full days between each publication, the first such publication to be not less than 10 days before the date stated below for the public hearing, in the *Dominion Post*, a newspaper published and having a general circulation in The City of Morgantown, together with a notice to all persons concerned, stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2020 A Bonds described in this Ordinance and that any person interested may appear before the Council at the public hearing to be had at a public meeting of Council on the 8<sup>th</sup> day of September, 2020, at 7:00 p.m., in the Council Chambers of the City Hall, Morgantown and present protests, and that a certified

copy of this Ordinance is on file with the City Clerk for review by interested parties during the office hours of the City Clerk. At such hearing all protests and suggestions shall be heard by the Council and it shall then take such action as it shall deem proper in the premises.

*[Remainder of Page Intentionally Left Blank]*

Section 10.14. Effective Date. This Ordinance shall become effective following public hearing hereon in accordance with the Act.

First Reading: August 4, 2020

Second Reading: August 18, 2020

Effective following  
Public Hearing held on: September 1, 2020

THE CITY OF MORGANTOWN

---

Mayor

---

City Manager

[SEAL]

ATTEST:

---

City Clerk

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of THE CITY OF MORGANTOWN on the 8th day of September, 2020, pursuant to proper notice, at which meeting a quorum was present and acting throughout, and which Ordinance was enacted following a public hearing thereon, notice of which public hearing was published once a week for two successive weeks in a newspaper having a general circulation in The City of Morgantown, the first publication having been not less than 10 days prior to such public hearing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]

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

EXHIBIT A – FORM OF SERIES 2020 A BONDS

[DTC Legend]

No. AR- \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
THE CITY OF MORGANTOWN (WEST VIRGINIA)  
COMBINED UTILITY SYSTEM REFUNDING REVENUE BONDS,  
SERIES 2020 A (TAX EXEMPT)

INTEREST RATE:      MATURITY DATE:      BOND DATE:      CUSIP:  
\_\_\_\_\_ %      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That THE CITY OF MORGANTOWN (West Virginia), a political subdivision and municipal corporation organized and existing under the laws of the State of West Virginia (the “Issuer”), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the “Registered Owner”), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Series 2020 A Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Series 2020 A Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning December 1, 2020 (each an “Interest Payment Date”), until maturity or until the date fixed for redemption if this Series 2020 A Bond is called for prior redemption and payment on such date is provided for.

Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Series 2020 A Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the “Paying Agent”), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Series 2020 A Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the “Registrar”), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Series 2020 A Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Series 2020 A Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$\_\_\_\_\_ designated “The City of Morgantown Combined Utility System Refunding Revenue Bonds, Series 2020 A (Tax Exempt)” (the “Series 2020 A Bonds”), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated \_\_\_\_\_, 2020, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer: (i) to finance the cost of refunding the Issuer’s Combined Utility System Revenue Bonds, Series 2010 A (Direct Payment Build America Bonds) (the “Series 2010 A Bonds”); (ii) to pay the premium for a Municipal Bond Insurance Policy to secure the payment of the principal of, and interest on, the Series 2020 A Bonds; (iii) to pay the premium for a Municipal Bond Debt Service Reserve Insurance Policy for the Series 2020 A Bonds in an amount equal to the Series 2020 A Bonds Reserve Requirement; and (iv) to pay certain costs of issuance of the Series 2020 A Bonds and related costs. The Series 2020 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the “Act”), and an Ordinance duly enacted by the City Council of the Issuer on September 8, 2020, and supplemented by a Supplemental Parameters Resolution adopted by said City Council on \_\_\_\_\_, 2020 (hereinafter collectively referred to as the “Ordinance”), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2020 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2020 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Morgantown, West Virginia.

**[The Series 2020 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by [Bond Insurer].]**

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE FOLLOWING COMBINED UTILITY SYSTEM REVENUE BONDS OF THE ISSUER (COLLECTIVELY, THE “PRIOR BONDS”):

(1) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED FEBRUARY 29, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$7,842,000 (THE “SERIES 2000 A BONDS”);

(2) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 29, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,488,000 (THE “SERIES 2000 B BONDS”);

(3) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA SRF PROGRAM), DATED JUNE 30, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$6,410,191 (THE “SERIES 2006 A BONDS”);

(4) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 14, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,500,000 (THE “SERIES 2007 A BONDS”);

(5) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 C (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$15,380,227 (THE “SERIES 2010 C BONDS”);

(6) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 D (WEST VIRGINIA DWTRF PROGRAM), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$9,317,286 (THE “SERIES 2010 D BONDS”);

(7) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 E (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$100,000 (THE “SERIES 2010 E BONDS”);

(8) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2012 A (WEST VIRGINIA DWTRF PROGRAM), DATED AUGUST 24, 2012, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$570,000 (THE “SERIES 2012 A BONDS”);

(9) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 22, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,605,260 (THE “SERIES 2013 A BONDS”);

(10) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2014 B, DATED JULY 23, 2014, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$505,421 (THE “SERIES 2014 B BONDS”);

(11) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), OF THE ISSUER, DATED MARCH 31, 2015 ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$137,568 (THE “SERIES 2015 A BONDS”);

(12) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), OF THE ISSUER, DATED MARCH 31, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,586 (THE “SERIES 2015 B BONDS”);

(13) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 C (WEST VIRGINIA SRF PROGRAM), OF THE ISSUER, DATED MARCH 31, 2015 ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,111,813 (THE “SERIES 2015 C BONDS”);

(14) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 D (WEST VIRGINIA SRF PROGRAM), OF THE ISSUER, DATED MARCH 31, 2015 ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,688,394 (THE “SERIES 2015 D BONDS”);

(15) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 E (WEST VIRGINIA SRF PROGRAM), OF THE ISSUER, DATED JUNE 11, 2015 ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$662,300 (THE “SERIES 2015 E BONDS”);

(16) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2016 A, OF THE ISSUER, DATED DECEMBER 1, 2016 ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$69,755,000 (THE “SERIES 2016 A BONDS”);

(17) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2016 B-1 (WEST VIRGINIA SRF PROGRAM), OF THE ISSUER, DATED DECEMBER 15, 2016 ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$25,000,000 (THE “SERIES 2016 B-1 BONDS”);

(18) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2017 A (BANK QUALIFIED), DATED DECEMBER 21, 2017, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,695,000 (THE “SERIES 2017 A BONDS”);

(19) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2018 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE ISSUER, DATED JANUARY 31, 2018, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$394,074 (THE “SERIES 2018 A BONDS”);

(20) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2018 B (TAX-EXEMPT), OF THE ISSUER, DATED JUNE 28, 2018, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$44,260,000 (THE “SERIES 2018 B BONDS”);

(21) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2018 A-2 (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE ISSUER, DATED JULY 10, 2018, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$140,715 (THE “SERIES 2018 A-2 BONDS”);

(22) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019 A (WEST VIRGINIA DWTRF PROGRAM), DATED OCTOBER 22, 2019, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,068,500 (THE “SERIES 2019 A BONDS”); AND

(23) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019 B (WEST VIRGINIA DWTRF PROGRAM), DATED OCTOBER 22, 2019, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,546,000 (THE “SERIES 2019 B BONDS” AND COLLECTIVELY WITH THE BONDS LISTED ABOVE, THE “PRIOR BONDS”)

The Series 2020 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after \_\_\_\_\_, 20\_\_\_\_, are subject to redemption prior to maturity at the option of the Issuer on or after \_\_\_\_\_, 20\_\_\_\_, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at the following Redemption Prices (expressed as percentages of the principal amount of Bonds to be redeemed), plus interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed	Redemption
_____ (Dates Inclusive)	_____ Price

(B) Mandatory Sinking Fund Redemption. The Series 2020 A Bonds maturing on \_\_\_\_\_, 20\_\_\_\_ and 20\_\_\_\_ are subject to annual mandatory sinking fund redemption prior to maturity by random selection as may be determined by the Registrar, on \_\_\_\_\_ 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing _____	1, 20
Year ( 1)	Principal Amount

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\* Final Maturity

In the event of any redemption of less than all outstanding Series 2020 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2020 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2020 A Bonds are to be redeemed, the Series 2020 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2020 A Bond, unless waived, shall be given by the Paying Agent on behalf of the Issuer by mailing an official redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2020 A Bond or Series 2020 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Paying Agent to the Registrar. Notice of redemption having been given as aforesaid, the Series 2020 A Bonds or portions of Series 2020 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2020 A Bonds or portions of Series 2020 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2020 A Bond.

The Series 2020 A Bonds and the interest thereon are payable only from and are secured by the Gross Revenues (as defined in the Ordinance) to be derived from the operation of the Combined Utility System, on a parity in all respects with the pledge of the Gross Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2020 A Bonds Sinking Fund, and the Series 2020 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2020 A Bonds, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Gross Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2020 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Gross Revenues, the monies in the Series 2020 A Bonds Sinking Fund and the Series 2020 A Bonds Reserve Account and the unexpended proceeds of the Series 2020 A Bonds.

Pursuant to the Ordinance, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the Combined Utility System and the services rendered thereby, which shall be sufficient, together with other revenues of the Combined Utility System, to provide for the reasonable expenses of operation, repair and maintenance of the Combined Utility System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2020 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2020 A Bonds, including the Prior Bonds and any hereinafter issued Additional Parity Bonds. The Issuer has entered into certain further covenants with the registered owners of the Series 2020 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2020 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Series 2020 A Bonds except for accrued interest thereon shall be applied solely to pay the entire outstanding principal of, and accrued interest on, the Series 2010 A Bonds, pay the premium for a Municipal Bond Insurance Policy to secure the payment of the principal of and interest on the Series 2020 A Bonds, pay the premium for a Municipal Bond Debt Service Reserve Insurance Policy in amount equal to the Series 2020 A Bonds Reserve Requirement, and pay Costs of Issuance of the Series 2020 A Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2020 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2020 A Bond have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2020 A Bond, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of the revenues of the Combined Utility System has been pledged to and will be set aside into said special fund by said Issuer for the prompt payment of the principal of and interest on the Series 2020 A Bonds of which this Series 2020 A Bond is one.

This Series 2020 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2020 A Bond and the income there from are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2020 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the statutes under which this Series 2020 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2020 A Bond to the same extent as if written fully herein.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, THE CITY OF MORGANTOWN has caused this Bond to be signed by its Mayor and City Manager, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2020 A Bond to be dated as of the Series 2020 A Bond Date specified above.

[SEAL]

[Manual or facsimile signature]  
Mayor

[Manual or facsimile signature]  
City Manager

ATTEST:

[Manual or facsimile signature]  
City Clerk

CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION

This Series 2020 A Bond is one of the fully registered Series 2020 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below.

Dated: \_\_\_\_\_, 2020.

\_\_\_\_\_,  
As Registrar

By \_\_\_\_\_  
Its Authorized Officer

STATEMENT OF INSURANCE

[Bond Insurance Legend]

(FORM OF)  
ASSIGNMENT

Social Security or Other Identifying Number of Assignee

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FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_\_\_.

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SIGNATURE GUARANTEED:

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(Bank, Trust Company or Firm)

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(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

**AN ORDINANCE AMENDING CITY CODE SECTION 1713.99 PROVIDING PENALTIES FOR VIOLATION OF THE BUILDING CODE**

WHEREAS, The City has adopted the State Building Code as authorized pursuant to West Virginia Code Section 8-12-14 and Title 87, Series 4 of the West Virginia Code of State Rules; and

WHEREAS, the state legislative rules implementing the Building Code provide that certain portions of the technical code are optional and may be adopted by ordinance of a municipality; and

WHEREAS, one optional provision provided at Title 84, Series 4, Section 7.4 of the West Virginia Code of State Rules is establishing a penalty of imprisonment, which is provided as a penalty in the technical codes published by the International Code Council and adopted by the West Virginia State Fire Commission;

NOW, THEREFORE, The City of Morgantown hereby ordains that Section 1713.99 of the City Code is amended as follows:

**1713.99. PENALTY.**

(a) Any person who shall violate a provision of the State Building Code, as adopted by the City of Morgantown, or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter, or repair a building or structure in violation of an approved plan or directive of the Code Official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of a misdemeanor punishable by a fine of not more than \$500.00. Each day that a violation continues shall be deemed a separate offense.

(b) Each person guilty of a second offense in violation of this article based on the same conditions as an initial violation shall be fined a minimum of two hundred dollars (\$200.00) and not more than five hundred dollars (\$500.00).

(c) Each person guilty of a third offense in violation of this article based on the same conditions as an initial and second violation shall be fined a minimum of five hundred dollars (\$500.00).

(d) Each person guilty of a third or subsequent offense in violation of the International Property Maintenance Code provisions of the Building Code based on the same conditions as an initial and second violation shall be fined a minimum of five hundred dollars (\$500.00) or imprisoned for no more than thirty (30) days, or both.

FIRST READING: \_\_\_\_\_  
Mayor

SECOND READING:

ADOPTED: \_\_\_\_\_  
City Clerk

FILED:

**AN ORDINANCE AUTHORIZING AN EASEMENT TO DQE COMMUNICATIONS 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 DQE COMMUNICATIONS, LLC, a Pennsylvania limited liability company, 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 **Two Thousand Two Hundred and Seventy-eight dollars and eighty 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) Install (3) 1-1/2” conduits with fiber optic cabling (approx. 1214’ from P.O.B to P.O.T.; to be provided by DQE; in common trench with other utilities).
- (2) Install Handholes/Pull Boxes

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 a 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.

(Signature Page follows)

WITNESS the following signature and seal:

**THE CITY OF MORGANTOWN**, West Virginia,  
a municipal corporation

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

Emily Muzzarelli, P.E.

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 Emily Muzzarelli, 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: \_\_\_\_\_.

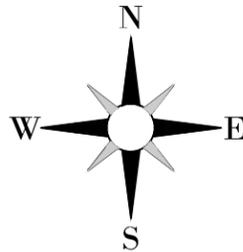
{SEAL}

\_\_\_\_\_  
Notary Public

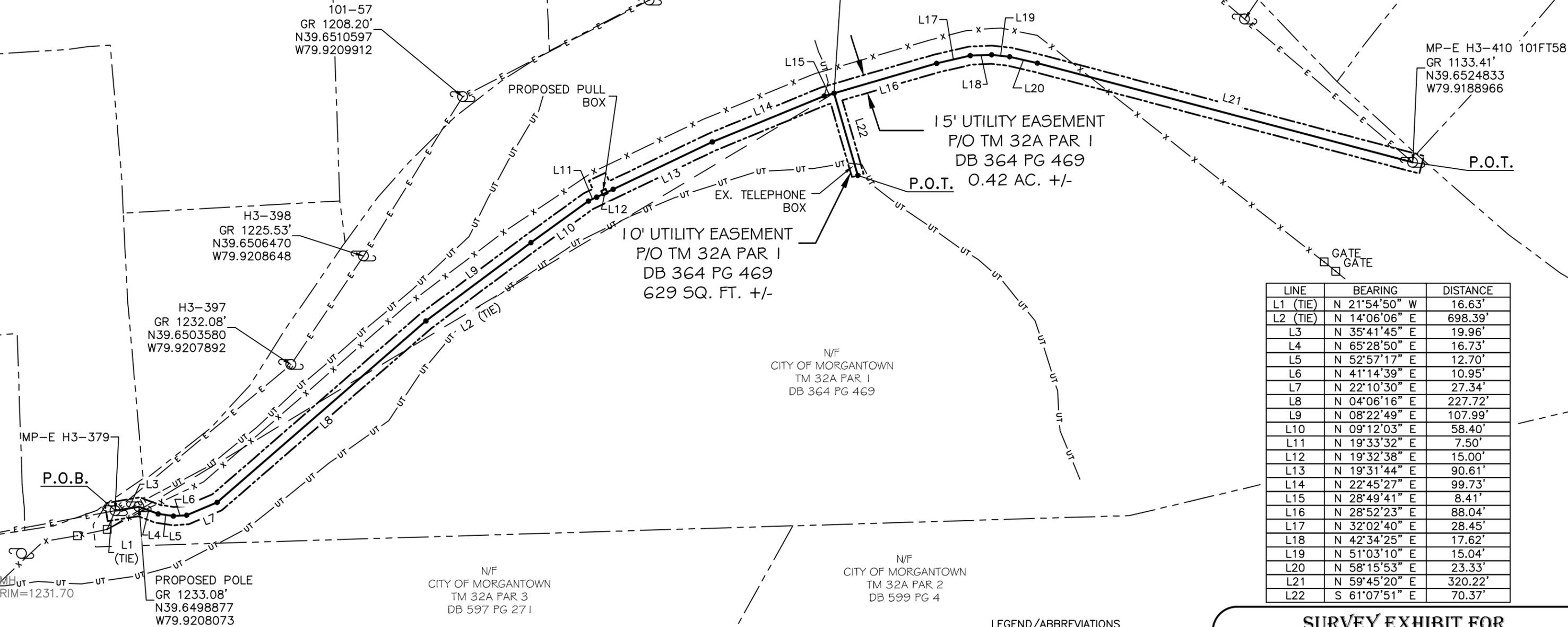
Prepared without title examination on behalf of Grantor by Ryan Simonton, Kay Casto & Chaney, PLLC, 105 Clay Street, Suite 100, Morgantown, WV 26505.

PLOT DATE/TIME: 3/21/2019 7:00:00 AM  
CAD FILE: R:\050-7040 - MORGANTOWN MUNICIPAL AIRPORT - FIRST ENERGY Survey\MORGANTOWN MUNICIPAL AIRPORT.dwg

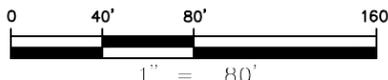
NOTE: THE EASEMENTS SHOWN BEING A PART OF THE SAME LANDS CONVEYED TO THE CITY OF MORGANTOWN AS RECORDED IN DEED BOOK 364 PAGE 469 AT THE OFFICE OF THE CLERK, MONONGALIA COUNTY, WEST VIRGINIA.



VICINITY MAP NOT TO SCALE



LINE	BEARING	DISTANCE
L1 (TIE)	N 21°54'50" W	16.63'
L2 (TIE)	N 14°06'06" E	698.39'
L3	N 35°41'45" E	19.96'
L4	N 65°28'50" E	16.73'
L5	N 52°57'17" E	12.70'
L6	N 41°14'39" E	10.95'
L7	N 22°10'30" E	27.34'
L8	N 04°06'16" E	227.72'
L9	N 08°22'49" E	107.99'
L10	N 09°12'03" E	58.40'
L11	N 19°33'32" E	7.50'
L12	N 19°32'38" E	15.00'
L13	N 19°31'44" E	90.61'
L14	N 22°45'27" E	99.73'
L15	N 28°49'41" E	8.41'
L16	N 28°52'23" E	88.04'
L17	N 32°02'40" E	28.45'
L18	N 42°34'25" E	17.62'
L19	N 51°03'10" E	15.04'
L20	N 58°15'53" E	23.33'
L21	N 59°45'20" E	320.22'
L22	S 61°07'51" E	70.37'



**REFERENCE**  
PROPERTY BOUNDARY BASED FROM TAX MAPS AND/OR RECORDED DEED INFORMATION.

**GENERAL NOTE**  
THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS INTENDED FOR UTILITY RIGHT OF WAY PURPOSES ONLY.

**LEGEND/ABBREVIATIONS**

— UT —	= UNDERGROUND TELEPHONE
— E —	= OVERHEAD ELECTRIC
- - - -	= PROPOSED EASEMENT LINE
— — — —	= PROPOSED CENTERLINE
•	= POINT
⊙	= UTILITY POLE
⊠	= GATE POST

**SURVEY EXHIBIT FOR**  
**CITY OF MORGANTOWN**

SHOWING  
PROPOSED UTILITY EASEMENTS  
OF THE

6TH WARD CORP.                      WEST VIRGINIA  
MONONGALIA COUNTY                      MARCH 2019



**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE MONONGALIA COUNTY COMMISSION  
FOR ANIMAL CONTROL SERVICES**

The City of Morgantown resolves that the City Manager is authorized to execute the attached Intergovernmental Agreement with the Monongalia County Commission providing for enforcement of animal control regulations under Articles 505 and 507 of the City Code.

Adopted this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

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

## INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this 22<sup>nd</sup> day of July, 2020, by and between the City of Morgantown, hereinafter referred to as “CITY”, and the Monongalia County Commission, hereinafter referred to as “COMMISSION”, witnesseth:

Whereas, the CITY deems it necessary to provide the municipality with the services of Dog Wardens who will be responsible for enforcing all CITY ordinances related to the regulation of animals; specifically, Articles 505 and 507 of the Morgantown Municipal Code:

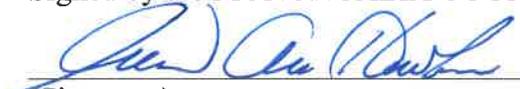
Whereas, the COMMISSION has agreed to provide the foregoing Dog Warden services to the CITY subject to the terms and conditions hereinafter contained within this Agreement:

Now, therefore, the parties hereto agree as follows:

- 1) The COMMISSION agrees to assume the responsibility for employing and supervising qualified individual(s) who will enforce the ordinances of the CITY.
- 2) The COMMISSION shall continue providing such Dog Warden services to the CITY effective with the date of this Agreement.
- 3) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall not be employees of the CITY.
- 4) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall be available seven days each week to respond to animal ordinance service needs of the CITY.
- 5) That the COMMISSION employee(s) shall respond to calls for assistance regarding domesticated animals within the CITY in which a resident may be threatened by said domesticated animal.
- 6) That the COMMISSION’S employee(s) will respond to calls regarding small dead animals within the public right of ways within the CITY and on private property within the CITY and will dispose of any such carcass. The COMMISSION will pay for any costs that may be associated with the disposal of any such carcass.
- 7) That the COMMISSION will provide a phone number to the CITY, at the time this Agreement is executed, which the CITY may call to request specific Dog Warden assistance pursuant to this Agreement.
- 8) The COMMISSION shall provide the City Manager with periodic reports, as requested by the City Manager, summarizing Dog Warden incidents within the municipality and responsive action taken by the COMMISSION’S employee(s).
- 9) The COMMISSION’S employee(s) will issue citations for violations of the CITY’S animal ordinances and will be available to testify in the Morgantown Municipal Court regarding the same.
- 10) That the COMMISSION shall be responsible for the actions of its employee(s) while they are performing services within the municipality pursuant to this Agreement.

- 11) That the term of this Agreement shall be for **twelve (12)** consecutive months beginning with the first day of July and ending June 30 of the following year. This agreement shall be in effect until **June 30, 2021**.
- 12) As consideration for the Dog Warden services provided by the COMMISSION, CITY agrees to pay the COMMISSION **\$25,348.17** for the 12 month term of this agreement in installment payments of **\$2,112.35** for each of the 12 months, payable by the 15<sup>th</sup> day of each month that the Agreement is in effect. If this Agreement is terminated by either party hereto, per paragraph 13 below, the balance above **\$25,348.17** due the Commission will be reduced by **\$2,112.35** for each and every month which would have remained on the term of the agreement had it not been terminated by the party doing so. (This paragraph includes an increase of 3% for inflation).
- 13) Either party hereto has the right to terminate this Agreement at any time by providing 30 days prior written notice of the same to the other party.
- 14) At the conclusion of the nine month term this Agreement may automatically be renewed for an additional twelve month period with a standard increase of 3% per year.
- 15) This document shall constitute the entire Agreement between the parties and any amendment or additions hereto shall be by written agreement of both parties, which shall be subject to approval by the governing bodies by both parties.

Signed by the MONONGALIA COUNTY COMMISSION:

  
 \_\_\_\_\_  
 (Signature)

7/22/20  
 \_\_\_\_\_  
 (Date)

President  
 \_\_\_\_\_  
 (Title)

Signed by the CITY OF MORGANTOWN:

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Title)



# MEMORANDUM

Development Services  
389 Spruce Street  
Morgantown, WV 26505  
304.284.7431

Date: WED, 29 JUL 2019

To: City Council

cc: Emily Muzzarelli, Interim City Manager .....via email  
Christine Wade, City Clerk .....via email

RE: City Council Meeting Agenda | TUE, 04 AUG 2020  
Resolution Approving and Authorizing FY 2020 CDBG Annual Action Plan  
Resolution Approving Citizen Participation Plan Amendment

Appended hereto are the following documents concerning the submission of the City's FY 2020-2021 Community Development Block Grant (CDBG) Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

- City Council Resolution approving and authorizing to submit to HUD the FY 2020-2021 Annual Action Plan.
- The FY 2020-2021 Annual Action Plan Executive Summary. The entire document is available at <http://www.morgantownwv.gov/DocumentCenter/View/3415/Draft-FY-2020-Annual-Action-Plan-AAP>
- A table identifying all projects/activities for which CDBG funding was requested, along with an explanation why certain requests were not included in the Draft FY 2020-2021 Annual Action Plan.
- CDBG planning document preparation tasks and schedule.
- City Council Resolution approving a new Citizen Participation Plan in compliance with 24 CFR Sub-Part 91.105.
- The recommended new Citizen Participation Plan.

I respectfully request City Council pass the two (2) appended Resolutions during the TUE, 04 AUG 2020 meeting to ensure the City meets CDBG Program grant requirements and entitlement community obligations by HUD's related deadlines.

From the Desk of:  
**Christopher M. Fletcher, AICP**  
Director of Development Services

# **RESOLUTION**

**FY 2020-2021 CDBG Annual Action Plan (AAP)**

**RESOLUTION APPROVING AND AUTHORIZING TO SUBMIT TO THE U.S.  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) THE FY 2020  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN**

**WHEREAS**, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or which address other urgent community development needs; and

**WHEREAS**, the U.S. Department of Housing and Urban Development has advised the City of Morgantown that under Fiscal Year 2020, the City is eligible to apply for an entitlement grant under the Community Development Block Grant (CDBG) Program in the amount of \$427,265; and

**WHEREAS**, the City of Morgantown's Development Services Department has prepared an Annual Action Plan for Fiscal Year 2020, which proposes how the entitlement grant funds will be expended to address the housing and community development needs identified in the City's FY 2019 – 2023 Five-Year Consolidated Plan; and

**WHEREAS**, a draft of the FY 2020 Annual Action Plan was on public display from July 20, 2020 through August 3, 2020 and the City held a series of public hearings on said Plan and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final document.

**NOW, THEREFORE** the City of Morgantown by adoption of this resolution on this 4<sup>th</sup> day of August 2020, authorizes the execution of:

**SECTION 1.** That the Annual Action Plan for the Fiscal Year 2020 CDBG Program is hereby in all respects APPROVED and the City Manager is hereby directed to file a copy of said Annual Action Plan for Fiscal Year 2020 with the Official Minutes of this Meeting of this Council.

**SECTION 2.** That the City is cognizant of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant Program with Federal Financial Assistance, including those relating to (a) the relocation of site occupants, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and other assurances as set forth under the certifications.

**SECTION 3.** That the City Manager, on behalf of the City of Morgantown, West Virginia, is authorized to file an Application for financial assistance with the U.S. Department of Housing and Urban Development which has indicated its willingness to make available funds to carry out the CDBG Program in the amount of \$427,265; and is further authorized to act as the authorized representative of the City of Morgantown to sign any and all documents in regard to these programs.

**SECTION 4.** That the City Manager on behalf of the City of Morgantown, West Virginia, is authorized to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental or revised data which the U.S. Department of Housing and Urban Development may request in review of the City's Application.

**ADOPTED INTO A RESOLUTION THIS 4<sup>TH</sup> DAY OF AUGUST, 2020 BY THE CITY OF MORGANTOWN, WEST VIRGINIA.**

**IN WITNESS WHEREOF**, I, Ron Dulaney, Jr., Mayor of the City of Morgantown, West Virginia have hereunto set my hand and caused the official seal of the City of Morgantown to be affixed this 4<sup>th</sup> day of August 2020.

---

Ron Dulaney, Jr., Mayor

---

City Clerk

# **EXECUTIVE SUMMARY**

**FY 2020-2021 CDBG Annual Action Plan (AAP)**

# FY 2020 ANNUAL ACTION PLAN

*August 15, 2020*

Honorable Ron Dulaney, Jr., *Mayor*



**CITY OF MORGANTOWN, WV**



**BUILT ON EXPERIENCE  
URBAN  
DESIGN  
VENTURES**

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DRAFT



## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The City of Morgantown, West Virginia is a Federal entitlement community under the U.S. Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program. In compliance with the HUD regulations, the City of Morgantown has prepared this FY 2020 Annual Action Plan for the period of July 1, 2020 through June 30, 2021. This Annual Action Plan is a strategic plan for the implementation of the City's Federal Programs for housing, community, and economic development within the City of Morgantown. This is the second Annual Action Plan under the City's FY 2019-2023 Five-Year Consolidated Plan.

The FY 2020 Annual Action Plan is a collaborative effort of the City of Morgantown, the community at large, social service agencies, housing providers, community development agencies, and economic development groups. The planning process was accomplished through public meetings, statistical data, review of the City's Comprehensive Plan, and other community plans.

During the FY 2020 Program Year, the City of Morgantown will receive the following Federal funds:

- **CDBG:** \$427,265.00

The City of Morgantown proposes to undertake the following activities with the FY 2020 CDBG Funds:

1. **General Administration** - \$ 82,953.00
2. **Fair Housing Activities** - \$2,500.00
3. **The Bartlett House - Housing First Model** - \$25,000.00
4. **Morgantown Area Youth Services Project (MAYSP) - Intervention Services** - \$14,000.00
5. **Catholic Charities WV – Morgantown Wellness Works Food Pantry** - \$2,500.00
6. **City of Morgantown - ADA Improvements - Former Woodburn School** - \$300,312.00

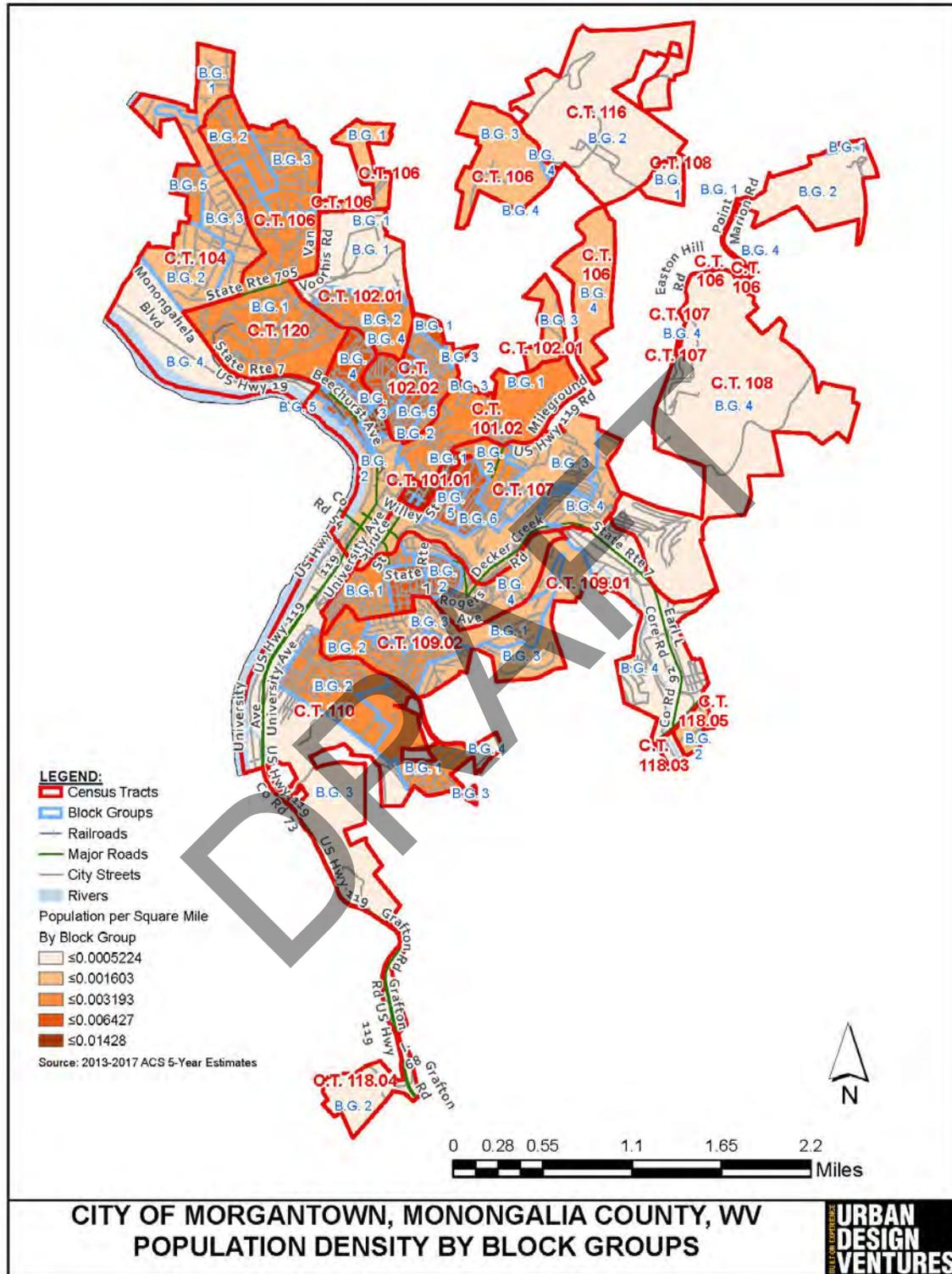
**Maps**

The following maps which illustrate the demographic characteristics of the City of Morgantown:

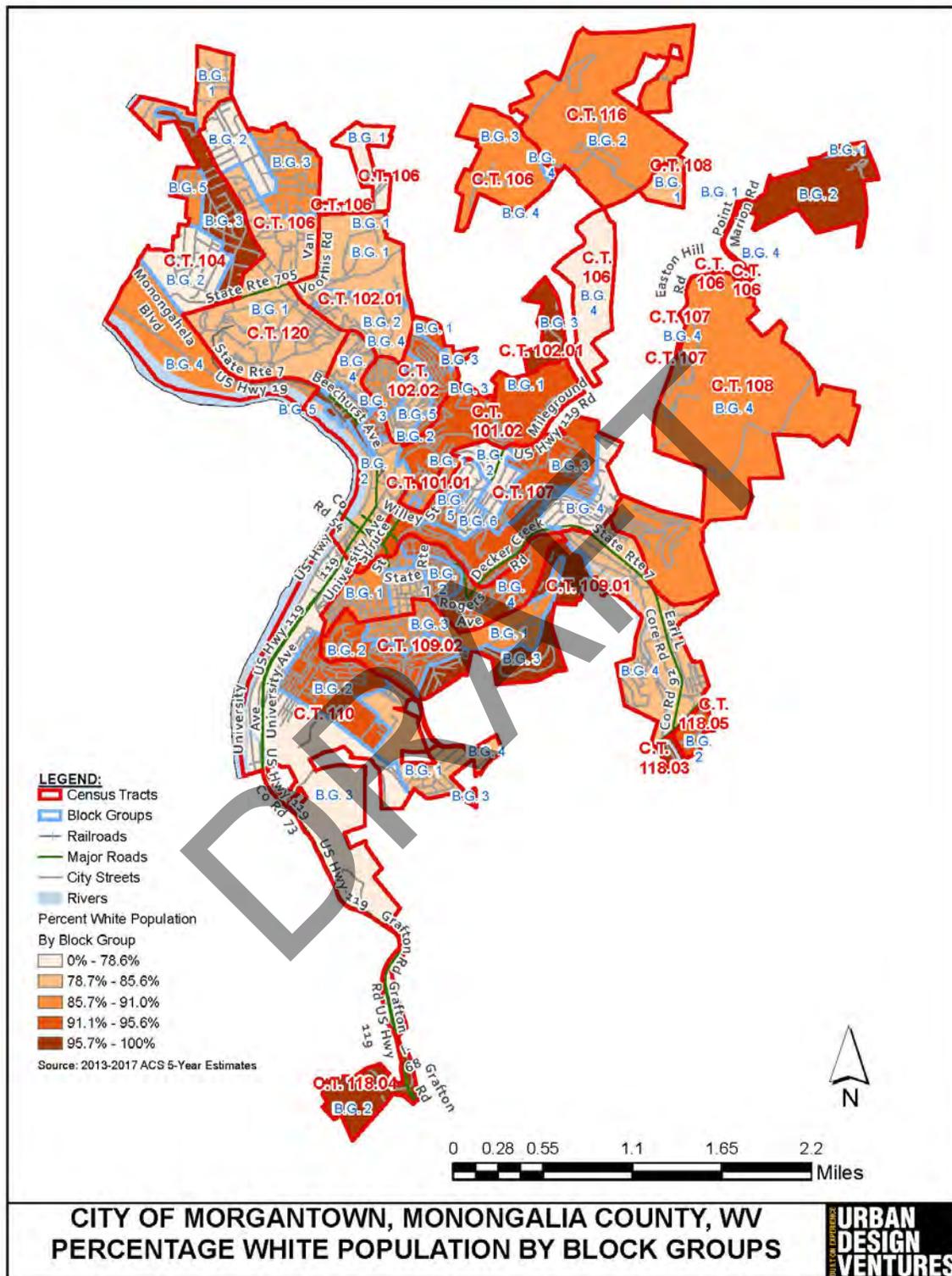
- Population Density by Block Group
- Percent White Population by Block Group
- Percent Minority Population by Block Group
- Percent Population Age 65+ by Block Group
- Population Age 65+ by Block Group
- Housing Density by Block Group
- Percent Owner-Occupied Housing Units by Block Group
- Percent Renter-Occupied Housing Units by Block Group
- Percent Vacant Housing Units by Block Group
- Low/Moderate Income Percentage by Block Group
- Low/Moderate Income Percentage w/ Minority Overlay by Block Group

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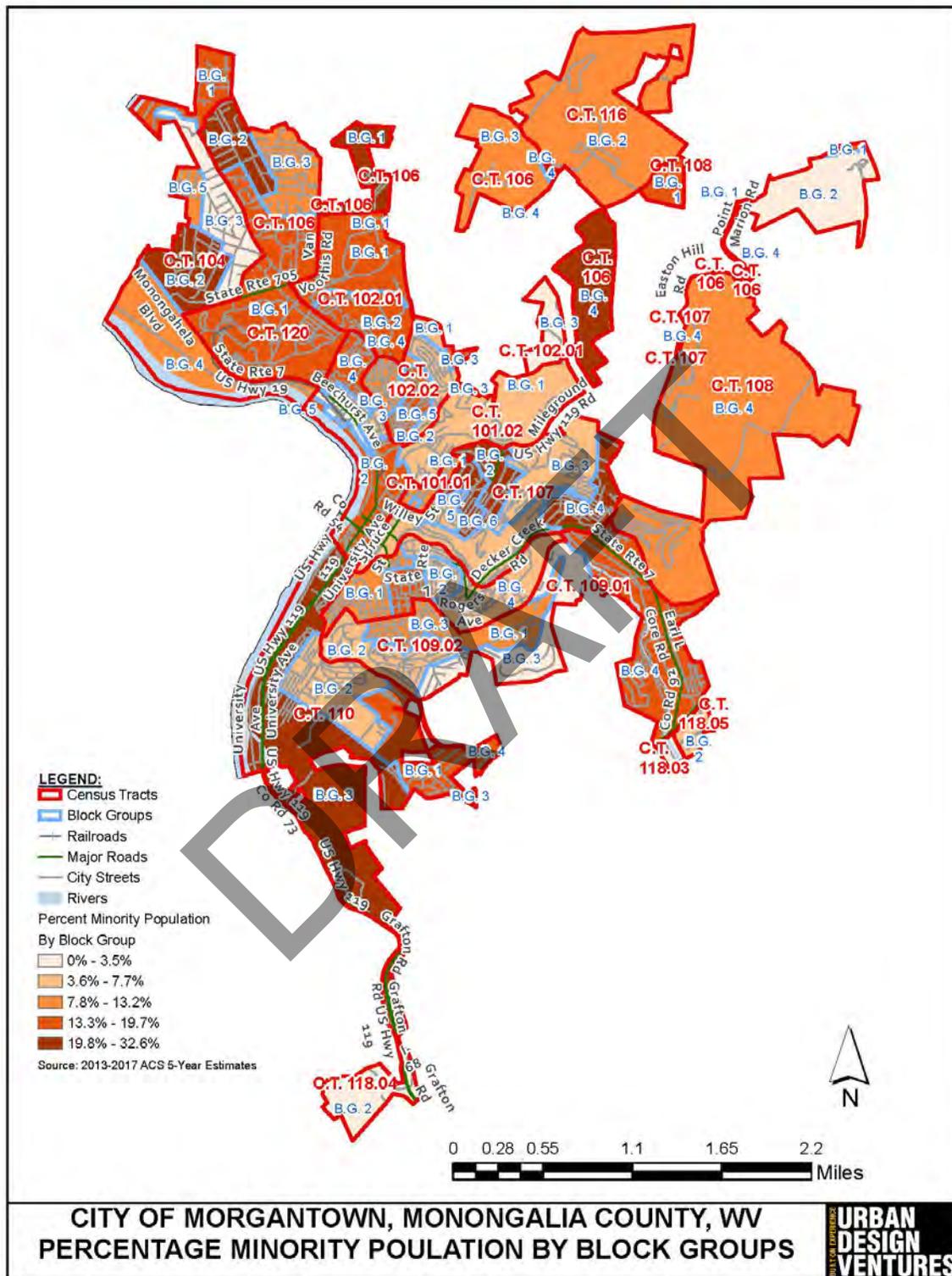
### Population Density by Block Group



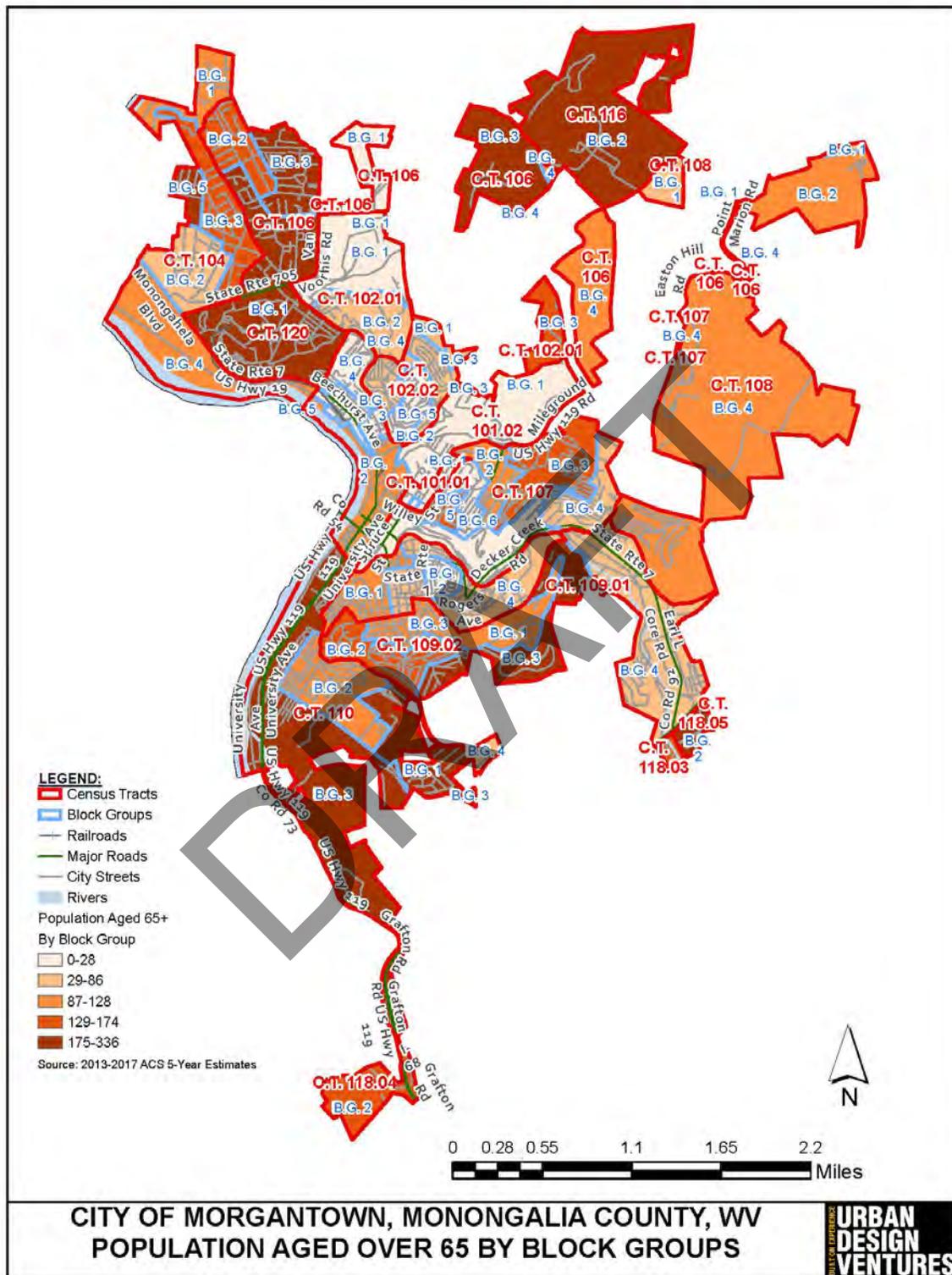
### Percent White Population by Block Group



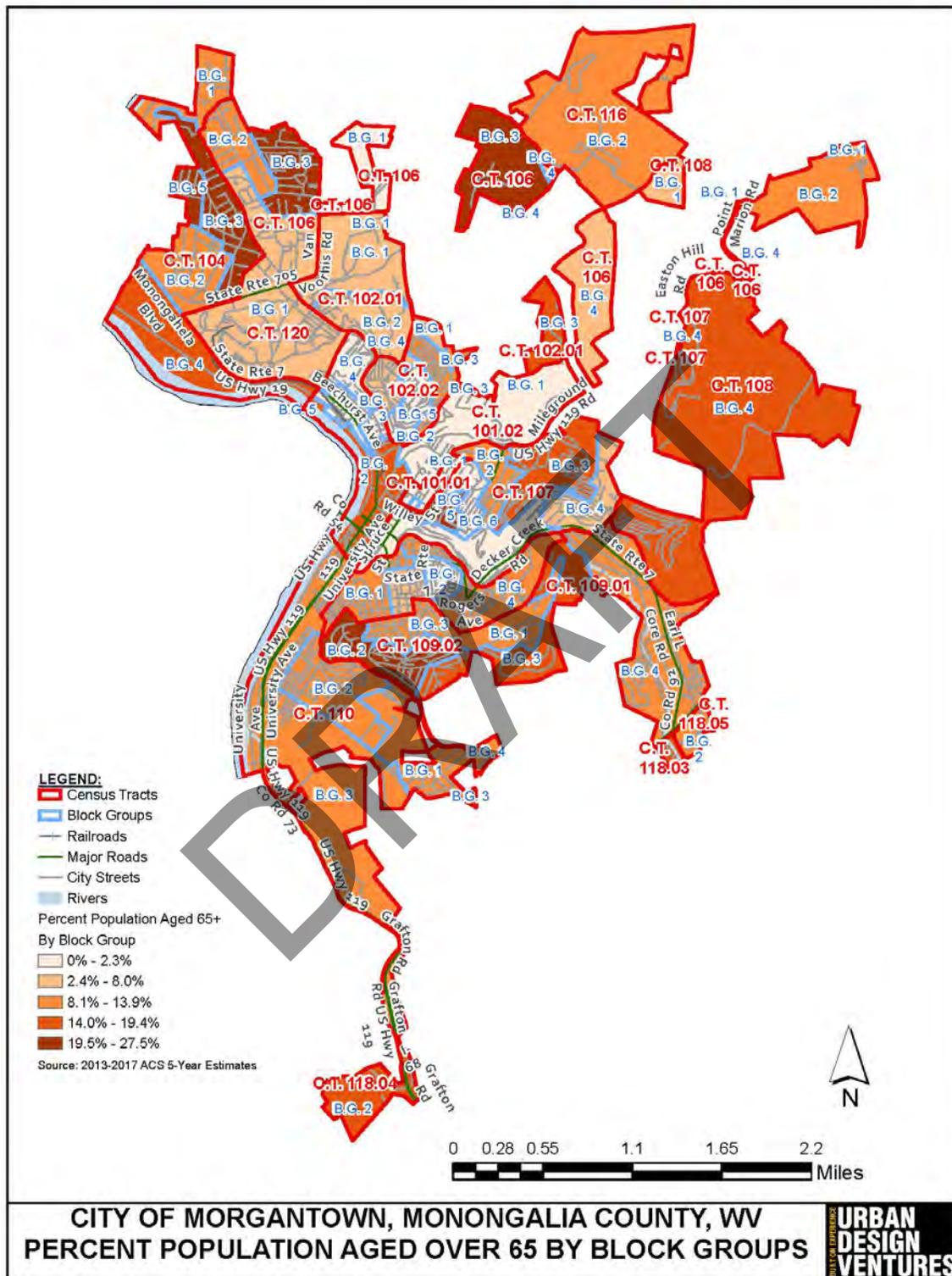
### Percent Minority Population by Block Group



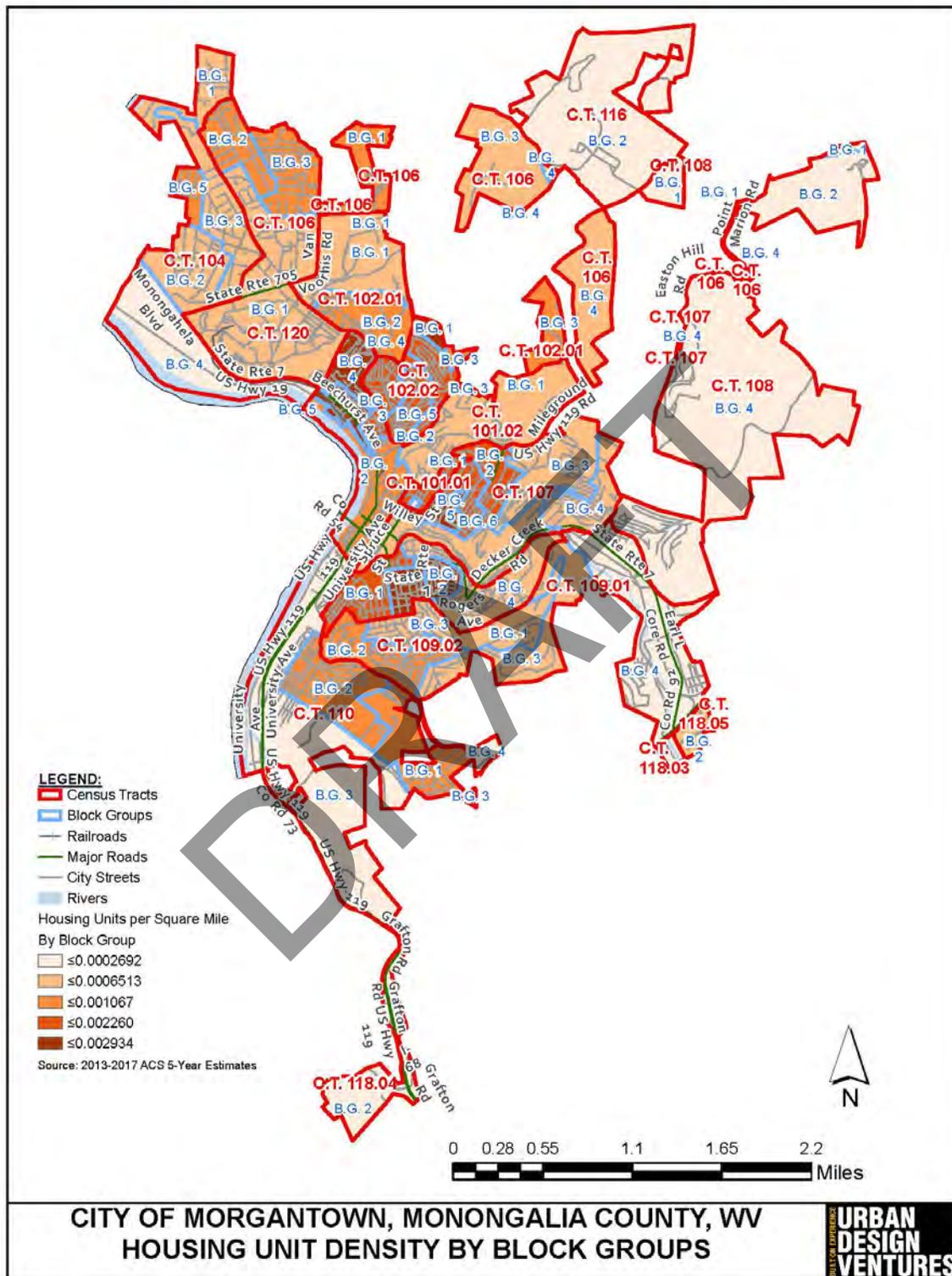
### Percent Population Age 65+ by Block Group



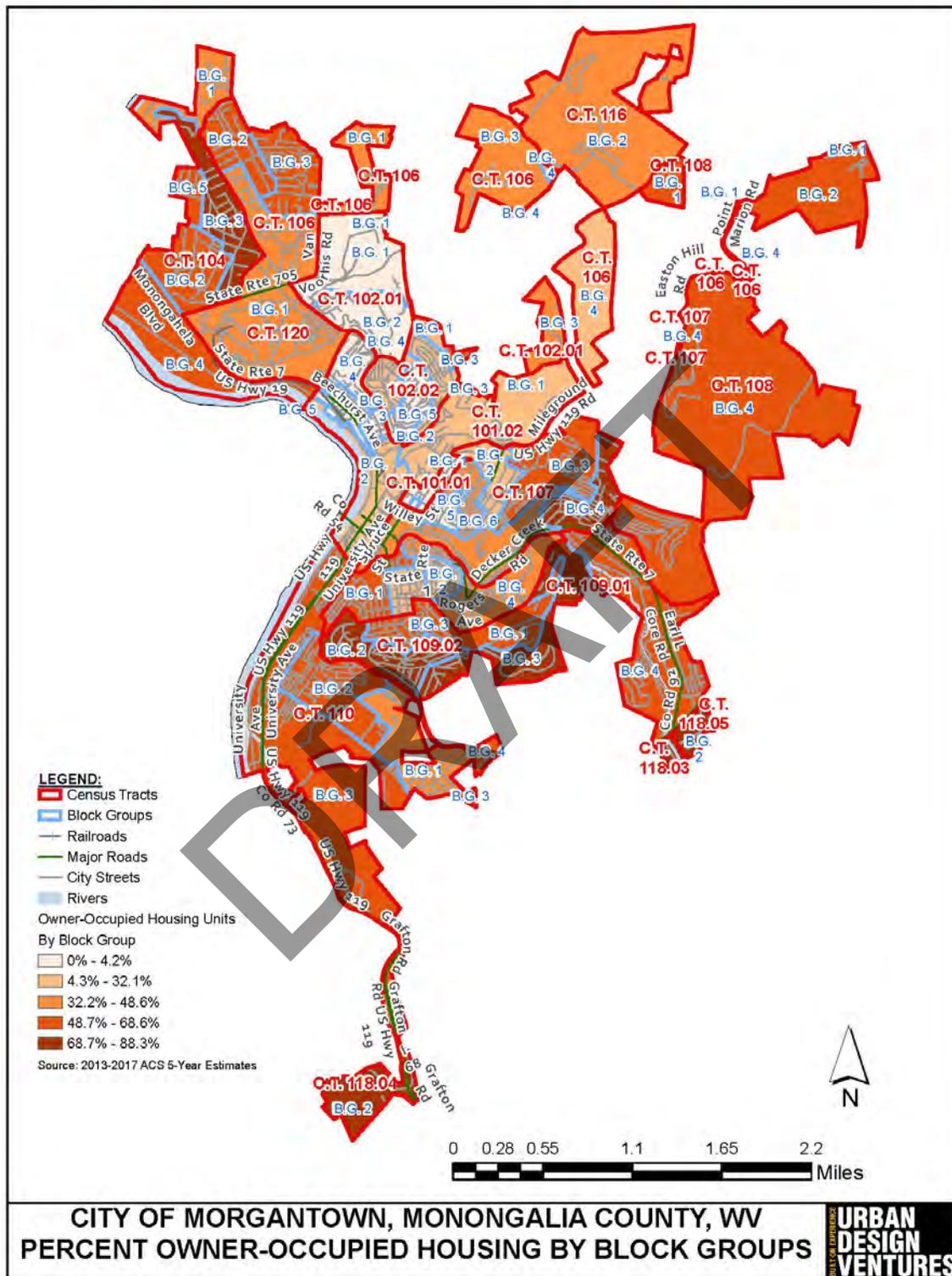
### Population Age 65+ by Block Group



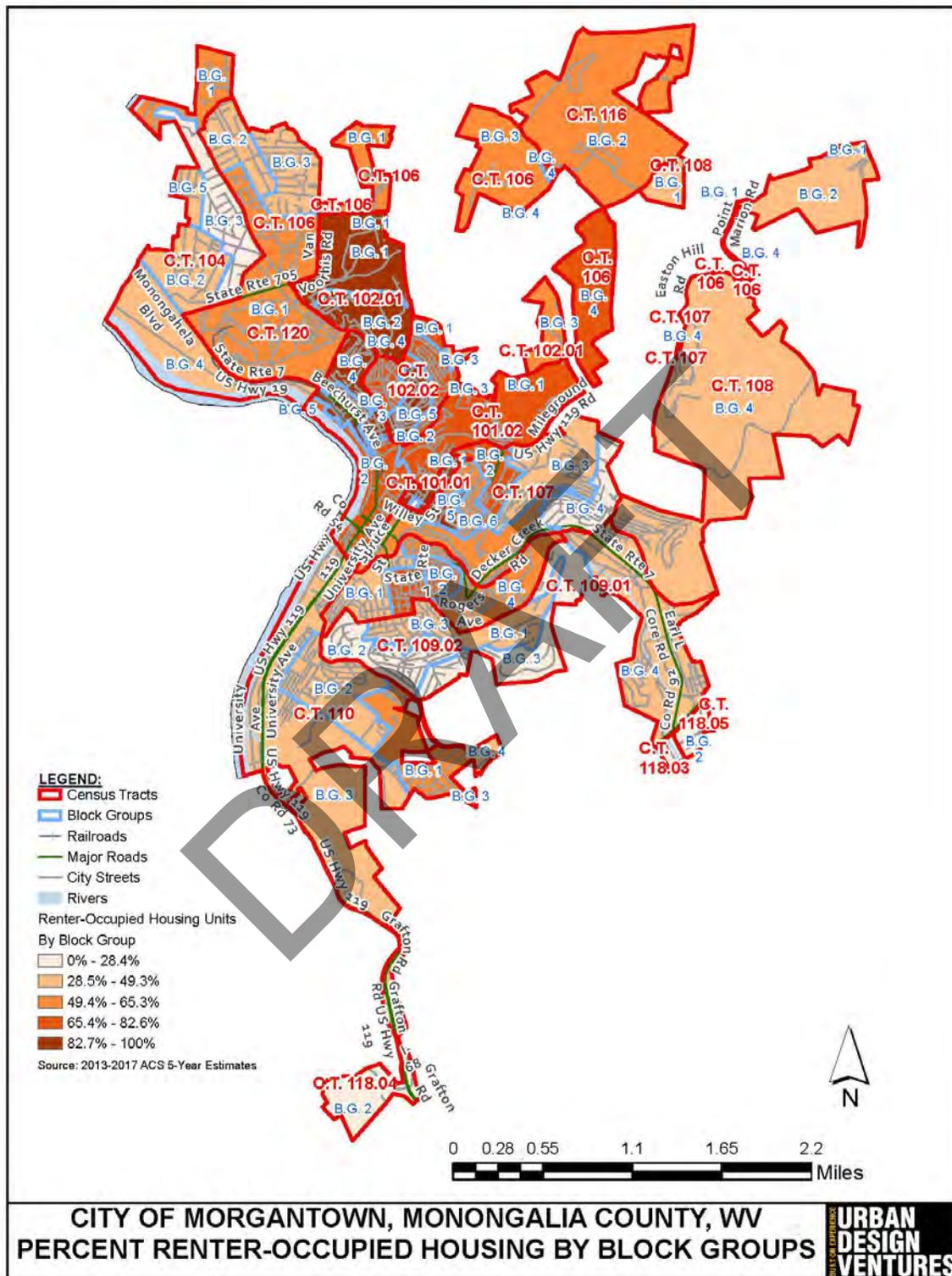
### Housing Density by Block Group



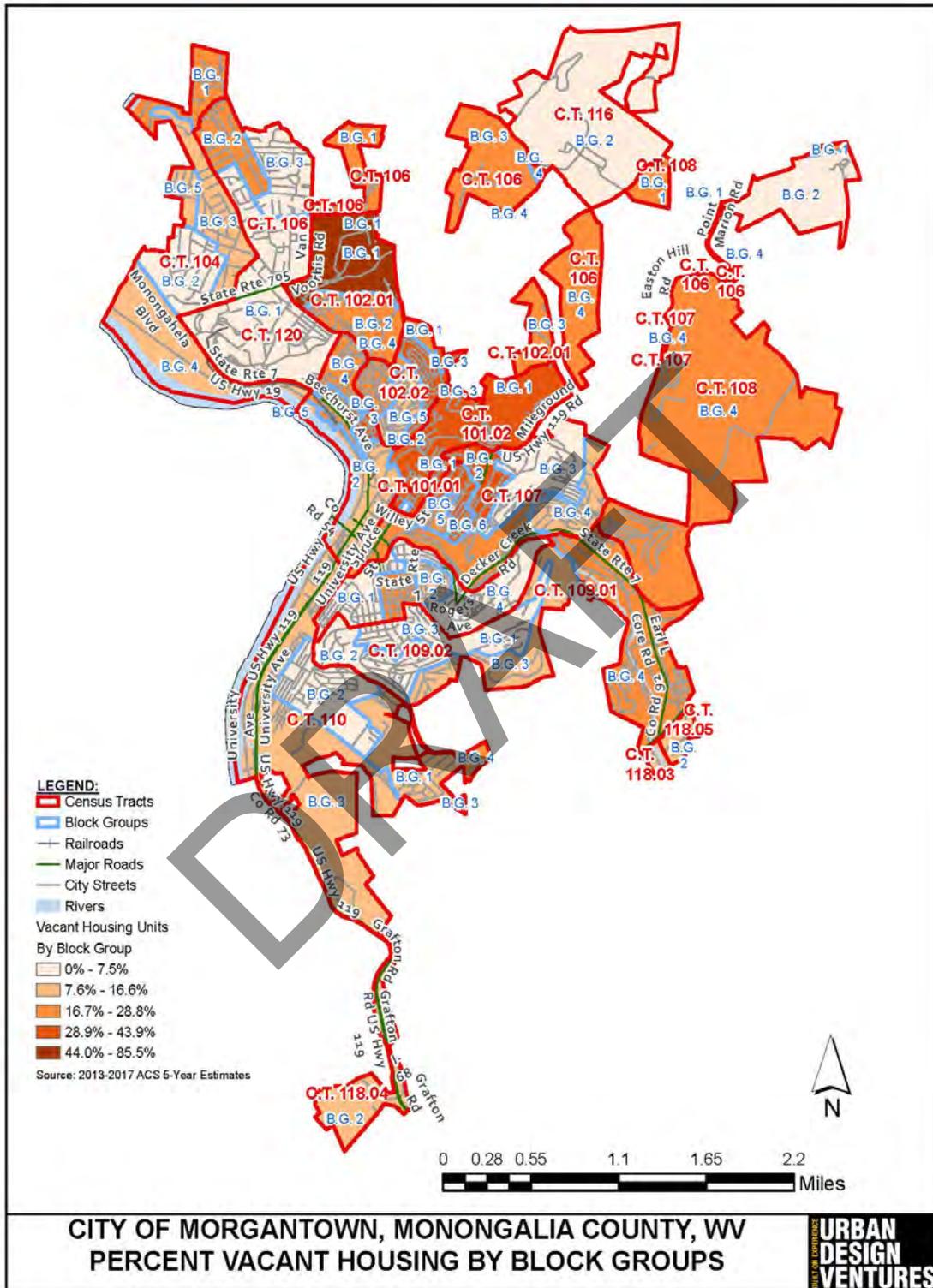
### Percent Owner-Occupied Housing Units by Block Group



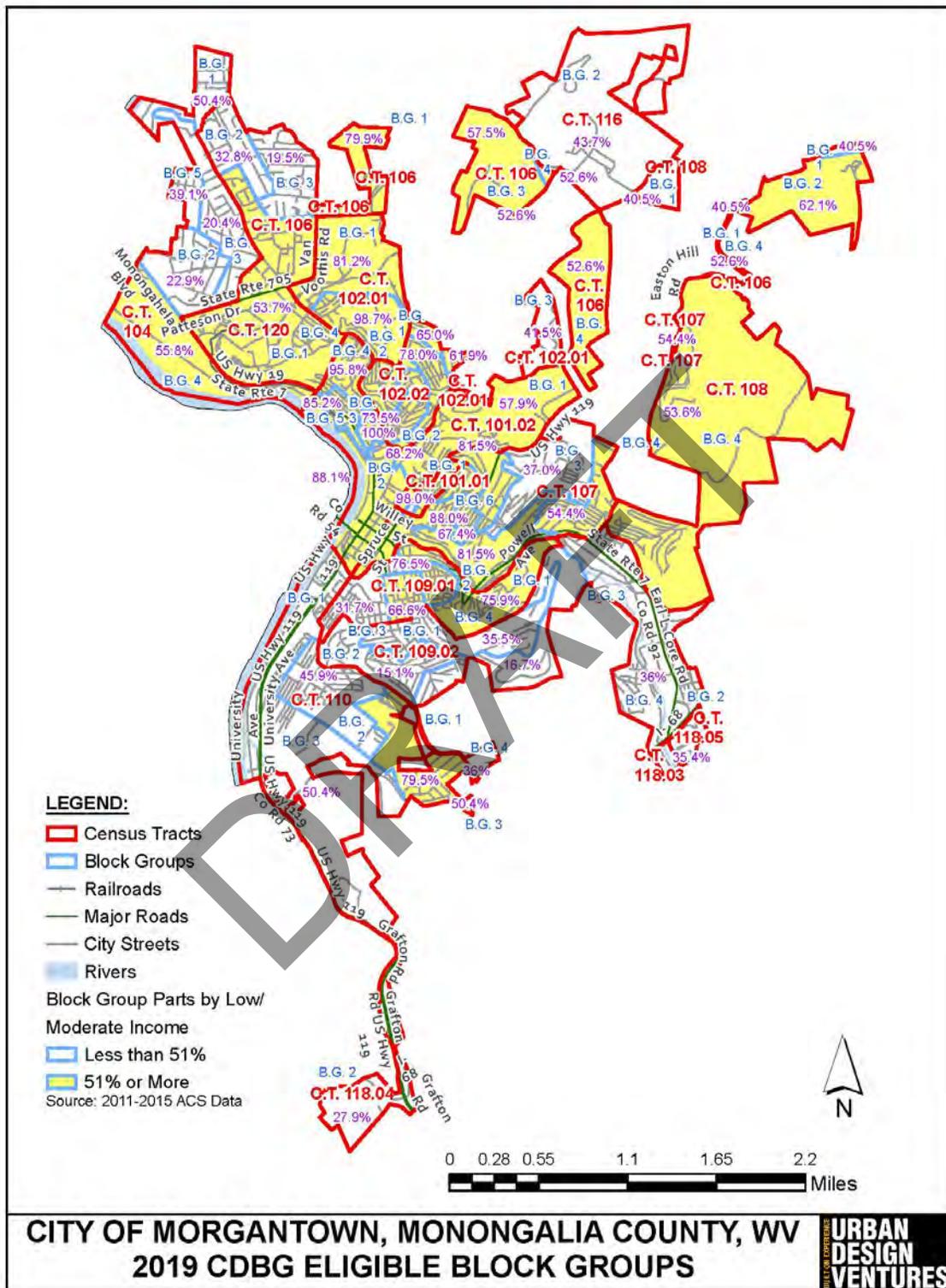
### Percent Renter-Occupied Housing Units by Block Group



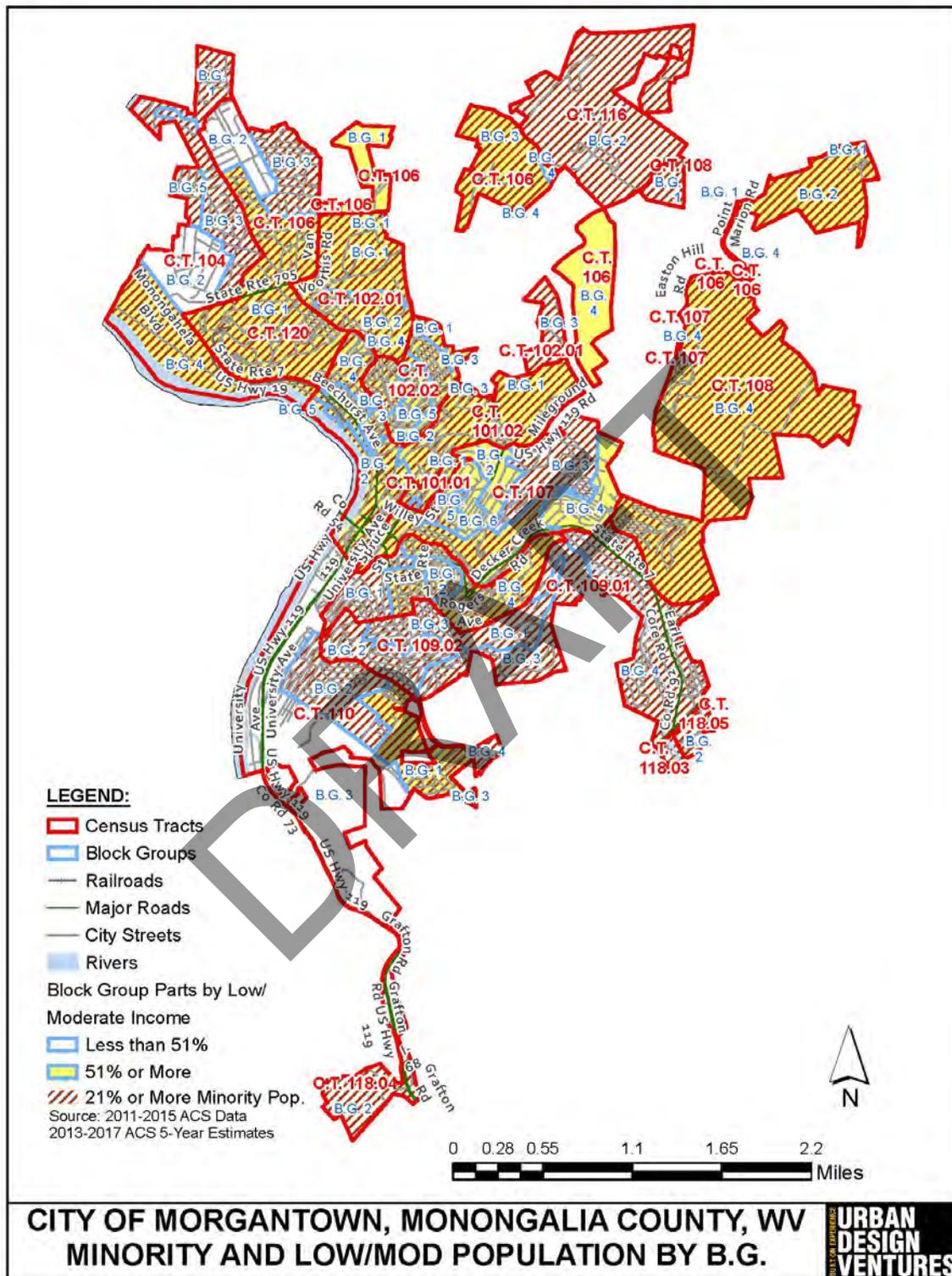
### Percent Vacant Housing Units by Block Group



### Low/Moderate Income Percentage by Block Group



### Low/Moderate Income Percentage w/ Minority Overlay by Block Group



## 2. Summarize the objectives and outcomes identified in the Plan

*This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.*

The “Vision” of this Five-Year Consolidated Plan is to serve as a consolidated planning document, an application, and a strategic plan for the City of Morgantown. The following goals and objectives have been identified for the five-year period of FY 2019 through FY 2023.

### Housing Strategy –

**Priority Need:** There is a need to increase the amount of affordable, decent, safe, and sanitary housing for homebuyers, homeowners, and renters.

#### **Goals:**

- **HS-1 Homeownership** – Assist low- and moderate-income households to purchase homes through down payment / closing cost assistance and associated housing counseling.
- **HS-2 Housing Rehabilitation** – Conserve and rehabilitate existing affordable housing units occupied by owners and renters in the community by addressing code violations, emergency repairs, and accessibility for persons with disabilities.
- **HS-3 Housing Construction** – Increase the supply of decent, safe and sanitary accessible housing that is affordable to owners and renters in the City through new construction.
- **HS-4 Fair Housing** – Promote fair housing choice through education and outreach, and affirmatively further fair housing.

### Homeless Strategy –

**Priority Need:** There is a need to develop and preserve housing opportunities for homeless persons and persons or families at-risk of becoming homeless.

#### **Goals:**

- **HO-1 Housing** – Support the Continuum of Care's efforts to provide emergency shelter, transitional housing, permanent supportive housing, and other permanent housing opportunities.
- **HO-2 Operation/Support** – Assist providers operating housing or providing support services for the homeless and persons or families at-risk of becoming homeless.

### Other Special Needs Strategy –

**Priority Need:** There is a need to increase housing opportunities, services, and facilities for persons with special needs.

**Goals:**

- **SN-1 Housing** – Increase the supply of affordable, accessible, decent, safe, and sanitary housing for the elderly, persons with disabilities, persons with HIV/AIDS, victims of domestic violence, persons with alcohol/drug dependency, and persons with other special needs through rehabilitation of existing buildings and new construction.
- **SN-2 Social Services** – Support social service programs and facilities for the elderly, persons with disabilities, persons with HIV/AIDS, victims of domestic violence, persons with alcohol/drug dependency, and persons with other special needs.

**Community Development Strategy**

**Priority Need:** There is a need to improve the community facilities, infrastructure, public services, and the quality of life in the City of Morgantown.

**Goals:**

- **CD-1 Community Facilities** – Improve parks, recreational facilities, neighborhood facilities, and trails including accessibility improvements to public buildings and all community facilities in the City.
- **CD-2 Infrastructure** – Improve the public infrastructure through rehabilitation, reconstruction, and new construction of streets; sidewalks; bridges, curbs; walkways; water; storm water management; sanitary sewers; handicap accessibility improvements and removal of architectural barriers; etc.
- **CD-3 Public Services** – Improve and enhance public services, programs for youth, the elderly, and persons with disabilities, and general social/welfare public service programs for low- and moderate-income persons and households.
- **CD-4 Public Safety** – Improve public safety facilities, equipment, crime prevention, community policing, and ability to respond to emergency situations.
- **CD-5 Clearance/Demolition** – Remove and eliminate slum and blighting conditions through demolition of vacant, abandoned, and dilapidated structures.

**Economic Development Strategy**

**Priority Need:** There is a need to increase employment, self-sufficiency, educational training, and empowerment for residents of the City of Morgantown.

**Goals:**

- **ED-1 Employment** – Support and encourage job creation, job retention, and job training opportunities.
- **ED-2 Development** – Support business and commercial growth through expansion and new development.
- **ED-3 Redevelopment** – Plan and promote the development, redevelopment, and revitalization of vacant mixed use, commercial and industrial sites.

- **ED-4 Financial Assistance** – Support and encourage new economic development through local, state, and Federal tax incentives and programs such as Tax Incremental Financing (TIF), tax abatements (LERTA), Enterprise Zones/Entitlement Communities, Section 108 Loan Guarantees, Economic Development Initiative (EDI) funds, Opportunity Zones, etc.
- **ED-5 Access to Transportation** – Support the expansion of public transportation and access to bus and automobile service and facilities serving alternate modes of transportation to assist residents to get to work or training opportunities.

### **Administration, Planning, and Management Strategy**

**Priority Need:** There is a need for planning, administration, management, and oversight of Federal, State, and local funded programs to address the housing and community and economic development needs.

**Goals:**

- **AM-1 Overall Coordination** – Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, environmental clearance, fair housing, preparation of applications for funding, performance evaluation reports and compliance with all Federal, State, and local laws and regulations.

### **3. Evaluation of past performance**

*This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.*

Each year, the City of Morgantown prepares and submits its CAPER to HUD within ninety (90) days after the start of the new program year. The FY 2018 CAPER is the most recent CAPER to be completed by the City of Morgantown. The CAPER was approved by HUD on November 4, 2019. As reported in the FY 2018 CAPER, the City expended 100% of its CDBG funds for the benefit of low- and moderate-income persons. The City expended \$53,000.00 for public service activities, which was below the 15% public services cap at 12.86%. The City obligated \$82,433.00, which met the 20% administrative cap. The City was under its 1.5 drawdown ratio with a drawdown ratio of 1.49. Morgantown is carrying out its projects in a timely manner and in accordance with all HUD activity guidelines and match requirements.

### **4. Summary of Citizen Participation Process and consultation process**

*Summary from citizen participation section of plan.*

The Annual Action Plan has many components to gather citizen participation which includes: citizen participation plan; requests for proposals for funding (RFP's) from agencies/organizations; citizen participation process; Consultation Process; and the development of the annual action

plan. Each component of this plan principally serves the needs of the low- and moderate-income population in the City. The City emailed out CDBG funding applications to its list of agencies/organizations. This list is updated regularly.

The City developed the plan based on citizen input, the information obtained from agencies/organizations, and meetings with other City staff and departments. A "draft plan" and budget are annually prepared and placed on public display for a 30-day review and comment period. This is advertised in a local newspaper of general circulation in the City, with the times, dates, and locations where the plan may be examined. A public hearing on the plan was also advertised and conducted. Citizen, agency, and organization comments were either incorporated into the plan or if not included, the reason why the comments were not accepted are included in the plan.

The City of Morgantown held a public needs hearing in the City Council Chambers at 11:00 AM on February 6, 2020. This hearing provided residents, agencies, and organizations with the opportunity to discuss the City's CDBG Program and to provide suggestions for future priorities and activities. The City of Morgantown advertised the public needs hearing in the "Dominion Post" on Tuesday, January 21, 2020. The City also posted information about the public meetings on the City's Channel 15 public broadcasting station.

The Second Public Hearing Notice was published on Friday, July 17, 2020 in the "Dominion Post" and the Second Public Hearing was held virtually on Monday, August 3, 2020 at 11:00 AM. During the Second Public Hearing, the residents were given the opportunity to comment on the draft version of the FY 2020 Annual Action Plan.

The "FY 2020 Annual Action Plan" was on display for a period of at least 5-day period beginning Monday, July 20, 2020 and ending Monday, August 3, 2020. The availability for review of the "draft plan" was advertised in the local newspapers and the plan was on display at the City of Morgantown's website <http://www.morgantownwv.gov/185/Community-Development>.

#### **Schedule:**

The following schedule was used in the preparation of the FY 2020 Action Plan:

- **Publish Notice of Needs Hearing** – Tuesday, January 21, 2020
- **Funding Applications Available** – Tuesday, January 21, 2020
- **First Public Hearing** – Thursday, February 6, 2020 at 11:00 AM in City Council Chambers
- **Funding Applications Due to the City** – Wednesday, February 19, 2020 at 4:00 PM
- **Publish Notice of Display of Draft and Public Hearing in the Newspaper** – Friday, July 17, 2020
- **Annual Action Plan on Display** – Monday, July 20, 2020
- **Virtual Second Public Hearing** – Monday, August 3, 2020 at 11:00 AM
- **End of Annual Action Plan on Display** – Monday, August 3, 2020

- **City Council Adopts FY 2020 Annual Action Plan** – Tuesday, August 4, 2020
- **Submission of Annual Action Plan to HUD on or before** – August 15, 2020

A more detailed analysis and description of the citizen participation process is contained in Section PR-15 Citizen Participation.

## 5. **Summary of public comments**

*This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.*

A public hearing was held to seek input from interested residents and community organizations for the FY 2020 funds on Thursday, February 6, 2020 at 11:00 AM at the City Hall Council Chambers. The City of Morgantown advertised in the “Dominion Post” on Tuesday, January 21, 2020. This provided the residents, agencies, and organizations with the opportunity to discuss the City's CDBG program and to provide suggestions for future CDBG Program priorities and activities. There was a total of eleven (11) persons in attendance including the City staff.

The City received five (5) funding requests and funded four (4) of them in addition to general administration and ADA Improvements to the Former Woodburn School, which is a multi-year activity.

The FY 2020 Annual Action Plan was placed on public display on Monday, July 20, 2020 and a Second Public Hearing was held virtually on Monday, August 3, 2020 at 11:00 AM. A newspaper notice announcing that these documents were placed on public display was published on Friday, July 17, 2020 in the “Dominion Post,” a newspaper of general circulation in the area. Comments that were received at the Second Public Hearing are included in the Citizen Participation Section of the Annual Action Plan, which also includes the newspaper ads, sign-in sheets, agendas, and summaries of the meeting minutes.

## 6. **Summary of comments or views not accepted and the reasons for not accepting them**

All comments and suggestions that were received have been accepted and incorporated into the planning documents.

## 7. **Summary**

The FY 2020 Annual Action Plan for the City of Morgantown includes the City's CDBG Program and outlines which activities the City will undertake during the program year beginning July 1, 2020 and ending June 30, 2021. This is the City's second year of the FY 2019-2023 Five-Year Consolidated Plan.

During the FY 2020 Program Year, the City of Morgantown, West Virginia anticipates the following Federal financial resources:

- **CDBG:** \$427,265.00

During the FY 2020 CDBG Program Year, the City of Morgantown proposes to address the following strategies from its Five-Year Consolidated Plan:

- Housing Strategy;
- Homelessness Strategy;
- Other Special Needs Strategy;
- Community Development Strategy; and
- Administration, Planning, and Management Strategy

A “draft” of the FY 2020 Annual Action Plan was placed on public display on the City’s website at <http://www.morgantownwv.gov/185/Community-Development>. The display period started on Monday, July 20, 2020 through Monday, August 3, 2020 for a period of at least 5-day display period. In addition, the City put the draft Plan on its website (<http://www.morgantownwv.gov/185/Community-Development>). The Final Virtual Public Hearing was held on Monday, August 3, 2020 at 11:00 AM to discuss the proposed activities and solicit resident comments. Upon completion of the 30-day comment period, the City of Morgantown submitted the FY 2020 Annual Action Plan to the U.S. Department of Housing and Urban Development Pittsburgh Office on or before August 15, 2020.

# **FUNDING REQUESTS**

**FY 2020-2021 CDBG Annual Action Plan (AAP)**

**City of Morgantown, WV  
FY 2020-2021 CDBG Funding Options**

Project Name	FY 2019 Received	Application Requests	Recommend FY 2020 CDBG Budget	Comments
<b>Program Administration</b>				
General Administration	N/A	\$ 82,953.00	\$ 82,953.00	This funding amount is 20% of the FY 2019 CDBG Allocation, which reflects the grant's cap for admin expenses
Fair Housing Activities - Fairmont-Morgantown Housing Authority	\$ -	\$ 3,829.00	\$ 2,500.00	
<b>Public Service</b>				
The Bartlett Hosuing - Hosuing First Model	\$ 25,000.00	\$ 32,000.00	\$ 25,000.00	Funded at same level as FY 2019
Morganotwn Area Youth Services Project (MAYSP) - Intervention Services	\$ 14,000.00	\$ 18,304.00	\$ 14,000.00	Funded at same level as FY 2019
Catholic Charities WV	\$ -	\$ 2,500.00	\$ 2,500.00	Food purchases for WellnessWorks Food Pantry
Christian Help	\$ -	\$ 39,885.00	\$ -	Recommend not funding due to proposed project cost estimates do not reflect anticipated higher actual construction costs resulting from CDBG Program compliance requirements
<b>Public Facilities &amp; Improvements</b>				
ADA Improvements - Former Woodburn School		\$ 300,312.00	\$ 300,312.00	This is a multi-year project requiring additional FY 20-21 funds to complete portions of the project
		<b>\$ 479,783.00</b>	<b>\$ 427,265.00</b>	

*Note: This proposed funding option would fund public service activities at 9.71%, which is below the social service cap.*

# **SUBMISSION TASKS/TIMELINE**

**FY 2020-2021 CDBG Annual Action Plan (AAP)**



## **CITY OF MORGANTOWN, WV FY 2020 ANNUAL ACTION PLAN SCHEDULE FOR SUBMISSION**

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- **Publish First Public Hearing in the Newspaper** – Tuesday, January 21, 2020
- **First Public Hearing** – Thursday, February 6, 2020 at 11:00 am, City Council Chambers
- **CDBG Funding Applications are Due to the City** – Wednesday, February 19, 2020
- **Legal Notice runs in the Dominion Post** – Friday, July 17, 2020
- **FY 2020 Annual Action Plan/Amended Citizen Participation Plan goes on Public Display** – Monday, July 20, 2020
- **Second Public Hearing** – Monday, August 3, 2020 at 11:00 AM, Council Chambers
- **FY 2020 Annual Action Plan/Amended Citizen Participation Plan off Public Display** – Monday, August 3, 2020
- **City Council Adoption of the FY 2020 Annual Action Plan/Amended Citizen Participation Plan** – Tuesday, August 4, 2020
- **FY 2020 Annual Action Plan submitted electronically to HUD Pittsburgh Office** – on or before Saturday, August 15, 2020
- **Program Year Begins** – July 1, 2020

# **RESOLUTION**

## **Citizen Participation Plan**

**A RESOLUTION AMENDING THE CITIZEN PARTICIPATION PLAN UNDER THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.**

**WHEREAS**, the City of Morgantown is an entitlement community under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program; and

**WHEREAS**, HUD requires entitlement communities participating in the CDBG Program to have an approved Citizen Participation Plan in accordance with 24 CFR Sub-Part 91.105, *Citizen Participation Plan, Local Government*; and

**WHEREAS**, the City of Morgantown's Department of Development Services has prepared a new Citizen Participation Plan to bring it into compliance with the Federal Regulations; and

**WHEREAS**, said new Citizen Participation Plan was presented to the City Council of the City of Morgantown for review and consideration.

**NOW, THEREFORE** be it resolved by the City of Morgantown as follows:

**SECTION 1.** That the new Citizen Participation Plan, as presented, is hereby in all respects approved.

**SECTION 2.** That the Mayor, on behalf of the City of Morgantown, West Virginia, is authorized to sign the Citizen Participation Plan and file a copy of the approved Citizen Participation Plan with the U.S. Department of Housing and Urban Development.

**ADOPTED INTO A RESOLUTION THIS 4<sup>TH</sup> DAY OF AUGUST 2020 BY THE CITY OF MORGANTOWN, WEST VIRGINIA.**

**IN WITNESS WHEREOF**, I, Ron Dulaney, Jr., Mayor of the City of Morgantown, West Virginia have hereunto set my hand and caused the official seal of the City of Morgantown to be affixed this 4<sup>th</sup> day of August 2020.

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Ron Dulaney, Jr., Mayor

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City Clerk

# **CITIZEN PARTICIPATION PLAN**



**CITY OF MORGANTOWN, WV**

# **CITIZEN PARTICIPATION PLAN**

*COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
AND OTHER FEDERAL GRANT PROGRAMS*

*August 2020*





## **CITIZEN PARTICIPATION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT AND OTHER FEDERAL GRANT PROGRAMS FOR THE CITY OF MORGANTOWN, WV**

### **SECTION I – GENERAL:**

The City of Morgantown has revised its Citizen Participation Plan to bring the Plan into compliance with the HUD Regulations found in 24 CFR Part 91.105, *Citizen Participation Plan for Local Governments; as amended*. This revised Citizen Participation Plan sets forth the City of Morgantown's policies and procedures for resident participation by encouraging residents to be involved in the development of the City's Five Year Consolidated Plan, Annual Action Plans, any amendments to those plans, applications for Section 108 Loan Guarantees, the Consolidated Annual Performance and Evaluation Report (CAPER), and all other Federal Grant Program requirements, if applicable.

### **SECTION II – STANDARDS OF PARTICIPATION & GOALS FOR PARTICIPATION:**

The Standards of Participation and Goals for Citizen Participation in the City of Morgantown, West Virginia, are as follows:

- A.** All aspects of the Community Development Block Grant (CDBG) Program, and all other Federal Grant Programs, if applicable, shall be conducted in an open manner with freedom of access for all interested persons, groups and/or organizations.
- B.** To the greatest extent possible, there shall be involvement of: (1) low- and moderate-income persons, especially those living in slum and blighted areas; (2) in areas where CDBG funds are proposed to be used; (3) residents of public housing communities; (4) residents of predominantly low- and moderate-income neighborhoods; (5) members of minority groups; (6) residents of neighborhood revitalization strategy areas; (7) the elderly; (8) persons with disabilities; and (9) all persons directly or indirectly impacted or affected by the Community Development Block Grant Program, and the Section 108 Loan Guarantee Program and/or all other Federal Programs, if applicable.
- C.** Public Hearings shall be held in places that are accessible to low- and moderate-income individuals, and persons with disabilities. In addition, the City of Morgantown's Department of Development Services staff will meaningfully engage residents, groups, and organizations about the City's



Community Development Block Grant (CDBG) Program, and other Federal Grant Programs, its past performance and its proposed or future activities.

- D.** There shall be, to the greatest extent possible, and throughout all stages of planning and development of the CDBG Program, the Section 108 Loan Guarantee Program, and all other Federal Grant Programs, if applicable, a continuity of participation by City residents.
- E.** Residents shall be provided, to the greatest extent possible, with timely and adequate information concerning the purpose of the programs and shall have meaningful input into the CDBG Program, the Section 108 Loan Guarantee Program, and all other Federal Grant Programs, if applicable.
- F.** Low- and moderate-income persons, residents of slum and blighted neighborhoods, residents of predominantly low- and moderate-income neighborhoods; members of minority groups; residents of public housing communities; residents of neighborhood revitalization strategy areas (NRSAs); the elderly; persons with disabilities; and all persons directly or indirectly impacted or affected by the Community Development Block Grant Program, the Section 108 Loan Guarantee Program, and all other Federal Grant Programs, if applicable, shall be encouraged to submit their views, comments and proposals regarding these programs.
- G.** The City of Morgantown will explore alternative public involvement techniques and quantifiable ways to measure efforts to encourage resident participation in a shared vision for changes in the City and its neighborhoods, as well as to review the City's performance under these programs.
- H.** Consultation will be made, in conjunction with the Fairmont-Morgantown Housing Authority, for the participation of residents of public housing and assisted housing developments, during the process of developing and implementing the Five Year Consolidated Plan, Annual Action Plans, and the Section 108 Loan Guarantee, so residents of areas in which developments are proposed are included in the process.
- I.** The City of Morgantown shall provide information to the Fairmont-Morgantown Housing Authority about consolidated plan activities related to the Housing Authority's developments and surrounding communities so that the Housing Authority can include this information in its annual Public Housing Comprehensive Grant Program.
- J.** The City will take appropriate actions to encourage the participation of all its residents, including minorities and non-English speaking persons, as well as persons with disabilities.



- K.** The City will encourage the participation of local and regional institutions, the Continuum of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in the process of developing and implementing the Five Year Consolidated Plan, Annual Action Plan, amendments to the plans, the Section 108 Loan Guarantee Program, and other applications for Federal funds.

### **SECTION III – SCOPE OF PARTICIPATION:**

**A. Application Development:**

Prior to the submission of the Five Year Consolidated Plan, Annual Action Plan, amendments to those plans, an application for the Section 108 Loan Guarantee funds, and any other applications for Federal funds, if applicable, the City of Morgantown’s Department of Development Services, in addition to meeting the minimum requirements, shall provide the following for public comment:

1. What are the application requirements;
2. What is the eligibility of project activities;
3. What is the time table for submission;
4. What are the funding amounts of CDBG funds, program income; and any other Federal Grant funds;
5. What are the budget changes, revisions or amendments;
6. What is the range of activities that may be undertaken with available funds; or activities that may be deleted;
7. What is the estimated amount of benefit to persons of low- and moderate-income; and,
8. What other information is necessary to involve residents in the development of plans and applications.

Information provided to the public will be in conformance with Section II above. Furthermore, prior to the development of an annual application for CDBG funds, the progress of the City’s Community Development Block Grant Program, and other Federal Grant Programs will be made available to the public at meetings, public hearings, on the City’s website and through the local news media and City’s social media outlets.



**B. Program Implementation:**

Resident involvement may take the form of focus groups, direct involvement, self-help efforts, or other types of resident participation during program implementation. The Consolidated Annual Performance and Evaluation Report (CAPER) for the City of Morgantown's CDBG Program will be made available to the general public for the purpose of reviewing the accomplishments of the City's CDBG and other Federal Grant Programs, as applicable.

**C. Monitoring Evaluation:**

Opportunities for residents to monitor and evaluate the CDBG program shall be consistent and continuous. Methods available to further these objectives are as follows:

1. Have direct contact with staff;
2. Have direct contact between staff and groups; and,
3. Have direct contact between residents and the City Manager's office and Morgantown City Council.

**D. Submission of Views and Proposals:**

The submission of views and proposals from low- and moderate-income persons, minority groups, non-English speaking residents, and any other persons, groups or organizations shall be on a continuous basis and shall be encouraged to the greatest extent possible. Submissions can be in the form of:

1. By personal contact;
2. Through mail, email, telephone, and web-based contact;
3. By petitions;
4. By attendance at public meetings/hearings;
5. Through questionnaires; and,
6. By other available means.

The submission of views and proposals shall be an on-going process and at a minimum during the following stages:

1. Beginning with the planning process;
2. Continuing with the application process; and,
3. Followed by the implementation stage.



Responses to all submissions shall be made in a timely fashion and shall not exceed a period of thirty (30) days after the voicing of a comment, or the date of the receipt of a written comment or inquiry.

**E. Complaints:**

All complaints regarding any aspect of the Community Development Block Grant Program, the Section 108 Loan Guarantee Program, and all other Federal programs, if applicable, shall be provided in a timely manner and a written response will be provided within thirty (30) working days after the voicing of a complaint or the date that the written comment was received by the City of Morgantown.

**F. Technical Assistance:**

The staff of the City of Morgantown's Department of Development Services shall provide technical assistance to groups/organizations which are representative of persons of low- and moderate-income that request such assistance in developing proposals for funding assistance under any of the programs covered by the City's Five Year Consolidated Plan.

The City's Development Services staff will assist these groups to prepare their proposals and will provide assistance in preparing cost estimates for projects proposed by low- and moderate-income groups.

**G. Adequate Information:**

The City shall provide full public access to the CDBG program information and affirmative efforts to provide adequate information to residents, especially those who are low- and moderate-income, those who are residing in predominantly low- and moderate-income neighborhoods or living in slum and blighted neighborhoods, the disabled, and non-English speaking residents. Information shall be provided on the CDBG, the Section 108 Loan Guarantee Program, and all other Federal Grant Programs, if applicable, including at a minimum the following:

1. At the time when the City begins the planning process for its Community Development Block Grant Program, the Section 108 Loan planning process and any other Federal Grant Programs, if applicable, including:
  - a. Identifying the total amount of funds available, including program income;
  - b. Listing the range of activities that are eligible, including the estimated amount that will benefit persons who are low- and moderate-income;



- c. Identifying what plans will be utilized to minimize displacement and to assist any persons displaced, specifying the types and levels of assistance the City will make available to persons displaced, even if the City anticipates no displacement. The Five Year Consolidated Plan must state when and how the City will make this information available;
  - d. Outlining the process and time schedule that will be followed in developing and approving projects, activities, or programs;
  - e. Listing the standards of participation and goals of the Citizen Participation Program; and,
  - f. Preparing a summary of important program requirements.
2. Upon request, copies of all materials relating to the CDBG Program, the Section 108 Loan Guarantee Program, and all other Federal Grant Programs, if applicable, will be made available to any person and/or group for the cost of copying only, particularly documentation concerning the following:
  - a. All mailing, promotional material and news releases;
  - b. Key documents, including all prior applications, letters of approval, performance and program evaluation reports, and any other applications, proposed or approved, or reports required by HUD;
  - c. Copies of the CDBG program and other program regulations;
  - d. Information on contracting and purchasing procedures, environmental policies, fair housing, equal opportunity, relocation provisions, the 24 CFR Part 58 environmental review process, affirmative action and any other requirements or regulations relating to the CDBG program; and,
  - e. Cost of copying will be as established by local and state laws, as outlined in the City's Freedom of Information Policy.



#### H. Meetings:

All meetings shall be held in a timely fashion and shall be accessible to all segments of the City of Morgantown's population including accommodations for persons with disabilities, and non-English speaking residents. These meetings shall be held at a time and place that is convenient and accessible to potential or actual beneficiaries.

1. Public meeting/hearings shall be held on a continuous basis, at least two (2) times per year at different stages of the program year for the purpose of obtaining resident views on the development of needs, the review of proposed activities and review of program performance. At least one (1) public hearing must be held during the planning process for the proposed Five Year Consolidated Plan, Annual Action Plan, the Section 108 Loan Guarantee Application and all other Federal Grant Program applications. A second public hearing shall be held on the proposed plans, or applications for funds prior to City Council approval and submission to HUD.
2. Public meeting/hearing notices shall be published at least ten (10) calendar days prior to the hearing date and shall be advertised in the local newspaper of general circulation in the area as a Class I legal advertisement in accordance with West Virginia State Law.

#### I. Public Notice:

1. A notice will be published in the local newspaper of general circulation in the City that the proposed Five Year Consolidated Plan, Annual Action Plans, substantial amendments to those plans, and any plans to affirmatively further fair housing will be on public display for a period of not less than thirty (30) days in order to receive resident comments prior to approval by the City Council.
2. Copies of the proposed plans will be available at the following locations:
  - a. **Development Services Office** - 389 Spruce Street, Morgantown, WV 26505
  - b. **Morgantown City Library** - 373 Spruce Street, Morgantown, WV 26505
  - c. **BOPARC Senior Center** - 287 Eureka Drive, Morgantown, WV 26505



- d. **BOPARC Office** - Marilla Park, Morgantown, WV 26505
      - e. Listed on the City of Morgantown's website at: <http://www.morgantownwv.gov>
3. Included in the Plans will be an Executive Summary of the proposed plan which describes the contents, purpose, and a list of the locations where copies of the entire proposed Five Year Consolidated Plan, Annual Action Plans, may be examined. In addition, a reasonable number of free copies of these Plans will be made available to residents or groups that request it.
4. The City of Morgantown will consider any comments or views of residents received in writing or orally at the public meetings/hearings, in preparing the final Five Year Consolidated Plan, Annual Action Plans, and Section 108 Loan Guarantee Application. A summary of all comments, including those comments not accepted and the reason therefore, shall be attached to the final Five Year Consolidated Plan and Annual Action Plans.
5. Final copies of the Five Year Consolidated Plan, Annual Action Plans, will be available for public inspection at the following locations:
  - a. **Development Services Office** - 389 Spruce Street, Morgantown, WV 26505
  - b. **Morgantown City Library** - 373 Spruce Street, Morgantown, WV 26505
  - c. **BOPARC Senior Center** - 287 Eureka Drive, Morgantown, WV 26505
  - d. **BOPARC Office** - Marilla Park, Morgantown, WV 26505
  - e. Listed on the City of Morgantown's website at: <http://www.morgantownwv.gov>
6. The Department of Development Services will distribute notices by mail and/or email for public meetings/hearings to all groups and organizations that have previously expressed an interest in the Programs, which have previously submitted applications or requested funds under the Programs, or who have requested



such notification. A copy of the notice will be posted at the offices of the Department of Development Services.

**J. Continuing Activities:**

All continuing activities shall be subject to the resident participation process as herein outlined.

**K. Copies of Substantial Amendments to the Five Year Consolidated Plan, Annual Action Plans and Consolidated Annual Performance and Evaluation Reports:**

Copies of the above will be available for review upon request at the offices of Department of Development Services and via the website at <http://www.morgantownwv.gov>.

**L. Access to Records:**

The City shall provide full and timely disclosures of its program records. The City will provide these disclosures within a reasonable period of time. Additionally, all public, and non-private records and documentation concerning the Community Development Block Grant Program, the Section 108 Loan Guarantee Program, and all other applicable Federal Grant Programs shall be made available by appointment during normal business hours of the Department of Development Services. Personnel records, and the personal financial records of program participants/applicants are confidential and are not available for public inspection.

**M. Substantial Amendments to the Five Year Consolidated Plan and Annual Action Plans:**

**1. Definition:**

A substantial amendment to the Five Year Consolidated Plan and Annual Action Plans is:

- a. A change in the allocation of priorities, National Objectives, or a change in the method of distribution of funds;
- b. A proposal to undertake a new activity, using funds from any program covered by the Five Year Consolidated Plan (including program income received from previous year's funds), and not previously described in the annual action plan;
- c. A change in the purpose, scope, location or beneficiaries of a previously approved activity;



- d. The use of Program Income that was not previously allocated to an eligible activity;
- e. Deletion or elimination of a previously approved activity;
- f. A change of 50% or more of a line item amount of an approved activity, which is either increased or decreased; or
- g. The use of contingency funds, unspecified or unprogrammed funds, based on the following criteria.

**2. Criteria:**

The criteria used to determine what constitutes a substantial amendment are based on one or more of the following:

- a. **Purpose** - the original purpose for which the activity was selected has changed, including the category of the National Objective selected.
- b. **Scope** - the size or scope of work of the project activity has increased or decreased which changes the cost of the activity by more than 50% of the total original budgeted dollar amount for that activity.
- c. **Location** - the location of the project activity is different from that originally proposed, or the size of the project service area has increased or decreased by 25%, or the location of the activity had to be relocated to another area.
- d. **Beneficiaries** - the number of beneficiaries has been reduced by 25% or more, and/or the activity no longer serves at least 51% low- and moderate-income persons.
- e. **Cost** - the total cost of the activity has increased or decreased by 50% or more than the original budget amount.
- f. **New Activity** - a new activity is proposed which was not previously approved.
- g. **Deleted or Canceled Activity** - a previously approved activity is proposed to be deleted/canceled from the approved plan.



If any one of the above criteria applies, then a substantial amendment to a project activity has occurred.

**3. Procedure:**

A description of the substantial amendment to the Five Year Consolidated Plan or the Annual Action Plan will be published in the local newspaper of general circulation. A period of no less than thirty (30) days will be provided to receive resident comments prior to the approval of the amendment. The date, time, and place of the public meeting/hearing shall be listed. The public meeting/hearing shall be published at least ten (10) calendar days prior to the hearing date and shall be advertised in the local newspaper of general circulation in the area.

- a. The City will consider any comments or views of residents received in writing or orally at the public hearing, in preparing the substantial amendment to the Five Year Consolidated Plan or Annual Action Plans. A summary of any comments or views, as well as a summary of any comments or views not accepted and reasons therefore, shall be attached to the substantial amendment to the Five Year Consolidated Plan and Annual Action Plan.
- b. The substantial amendment must be presented to and approved by the Morgantown City Council.

**N. Emergency Activities:**

During the course of implementation of the CDBG program, if the City makes or is under a State or Federal a state emergency declaration or order as a result of a situation or condition that has arisen through no fault of the City, immediate action or remediation may be taken. If CDBG funds are not available to resolve or remediate that situation or condition, the City may proceed with corrective action during the 30-day comment period. The City must publish a notice concurrently, in the newspaper of general circulation in the area, and allow residents to respond to the expenditure of CDBG funds during the 30-day comment period.

**O. Consolidated Annual Performance and Evaluation Report (CAPER):**

A notice will be published in the local newspaper of general circulation in the area informing the public of the availability of the City's Consolidated Annual Performance and Evaluation Report (CAPER) and providing the opportunity to comment on the CAPER. A period of no less than fifteen (15) calendar days will be provided to receive resident comments prior to the submission of the CAPER to HUD.



The City will consider any comments or views of residents, received in writing or orally, concerning its Consolidated Annual Performance and Evaluation Report. A summary of these comments or views shall be attached to the CAPER.

**P. Non-English Speaking Residents:**

The City of Morgantown's Department of Development Services must be notified at least three (3) business days in advance of a public meeting/hearing in which a request for special accommodations is needed for any person who is a non-English speaking individual. This will allow the City to make arrangements (e.g., language translator, etc.) to accommodate the individual(s) so they are able to participate in the public meeting/hearing. Also, a summary of the minutes of the hearing will be transcribed, when requested and applicable, for the benefit of non-English speaking persons.

**Q. Persons who are Disabled:**

The City will make reasonable accommodations for all persons who have a physical disability so they can participate in public meetings/hearings. Persons with a hearing disability may contact the City through the WV Telecommunications Relay Services at 711 or they must notify the City at least three (3) business days in advance of a public meeting/hearing to allow the City to make arrangements (e.g., sign language interpreter, assistive listening device, etc.). The Morgantown City Hall is and any location of a public meeting/hearing under this plan will be accessible to persons who are physically disabled.

**R. Resident Comments on the Citizen's Participation Plan:**

The City of Morgantown will provide residents with the opportunity to comment on this Citizen Participation Plan. Copies of this proposed Citizen Participation Plan will be available at the City of Morgantown Department of Development Services and on the website at <http://www.morgantownwv.gov>. A public notice will be published in the local newspaper of general circulation in the City as a Class I legal advertisement prior to the start of the fifteen (15) calendar day public comment period. Copies of the Citizens Participation Plan will be made available upon request, in a format accessible to persons with disabilities. Substantial amendments to this plan will follow the same procedure as the adoption of the original plan.

**S. Revisions to the Citizen Participation Plan:**

Revisions, amendments and changes may be made to the Citizen Participation Plan at any time. Citizens will be afforded the opportunity to comment on any amendments to the Citizen Participation Plan. A notice of



the proposed amendments to the Citizen Participation Plan will be published in the local newspaper of general circulation in the City as a Class I legal advertisement prior to the start of the comment period informing the public of the availability of the Citizen Participation Plan and its proposed changes. The City will advertise once and will notify citizens that they have a period of up to fifteen (15) calendar days from the date of the newspaper notice to respond to the proposed changes in the Citizen Participation Plan.

**T. Declaration of an Emergency:**

When a Declaration of an Emergency has been ordered by the President of the United States, or the Governor of West Virginia, and regulatory flexibility is permitted by HUD, the City of Morgantown will assume the following process concerning public hearings and public display of plans when necessary for public health reasons. These emergency procedures will apply to Consolidated Plan/Annual Action Plan amendments and initial plan submissions, as permitted through a regulatory waiver authority or programmatic flexibility:

1. If the City is unable to hold open public hearings in person, the City will be allowed to instead hold public hearings by electronic means through conference calls or an online video conference call platform, as long as the public is able to provide comments during the public hearing conducted by electronic means.
2. If the City is not able to physically place the plans on public display at the locations referenced in the Citizen Participation Plan, the City will put the plans on the City's website (<http://www.morgantownwv.gov>) and will also email copies of the plans to any person who requests a copy of the plans via an email request.
3. If the City Council is unable to conduct an open public forum type meeting, the City then can approve the plans at a City Council meeting conducted by electronic means, since an in-person Council meeting will not be held because of the Declaration of an Emergency.

An example of a "Declaration of Emergency" event is the one that occurred in 2020 resulting from the COVID-19 pandemic waiver. Specifically, HUD:

1. Waived the public comment period for substantial amendments to the Consolidated Plan/Annual Action Plan from thirty (30) to five (5) days.
2. Waived the public comment period for the FY 2020 Consolidated Plan/Annual Action Plan submission from thirty (30) to five (5) days.



3. Determined that all other requirements relative to the City's Citizen Participation Plan for Consolidated Plans remained in effect, including the consultation requirements, as required by 24 CFR 91.105 in effect at the time.

**THIS CITIZEN PARTICIPATION PLAN WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA AT ITS REGULARLY SCHEDULED MEETING HELD ON THE 4<sup>TH</sup> DAY OF AUGUST, 2020.**

**ATTEST**

**CITY OF MORGANTOWN, WV**

\_\_\_\_\_  
Ron Dulaney, Jr., Mayor

DRAFT



# The City of Morgantown

430 SPRUCE STREET  
MORGANTOWN, WEST VIRGINIA 26505  
OFFICE: (304) 284-7405 FAX: (304) 284-7430  
[www.morgantownwv.gov](http://www.morgantownwv.gov)

## Office of the City Manager

### City Manager's Report for City Council Meeting on Aug 4, 2020

#### Information:

##### A. Morgantown's Urban Deer Archery Hunt - 2020

This year marks the tenth year of the Urban Deer Archery Hunt within the City of Morgantown. This program permits bow hunting in specific areas of the City to help reduce the deer population. This program also helps to provide venison to local kitchens and shelters. This program is run by volunteers through the City Manager's office. Each year, the volunteers take applications for both hunters and locations, then assign hunters to areas depending on available permits (currently around 64 hunters).

Since the program's inception, there have been no accidents. Each hunter must have specific licenses and attend a safety training course. Many of the hunters have been taking part in this program since its inception. This year's season starts September 5<sup>th</sup> and the safety training was conducted in late July by a certified instructor in the National Bowhunting Education Foundation. This program has been extremely successful due in large part to the dedication and professionalism of the volunteers who run it.

No council action is needed. This update is merely informational and to provide you with a list of the rules including permitted areas and frequently asked questions, which are both available on our website as well.

#### New Business:

##### A. FAA – Runway Extension Land Acquisition – Grant Acceptance Pre-Authorization

The City is in the process of acquiring necessary land for the Runway 18-36 Extension project. Each property that will need to be acquired was assessed (and assessments reviewed by the FAA). Additionally, purchase agreements have been signed for three of the properties. These properties will be purchased utilizing FAA grant funding. Council typically see these requests for authorization to execute a grant acceptance after the FAA has sent their award letter. However, due to the tight turnaround time from when we will get the award letter, to when council meeting dates are, and finally when the grant acceptance needs

to be signed, I am requesting pre-authorization to execute the forthcoming grant award acceptance letter for the first three property acquisitions. This is an acceptable practice for the FAA.

The total amount for the grant award will be \$874,037. There is no local match required. Remaining land acquisitions will be included in future grants. Details are included in your packet with the grant funding application.

In order to accept this grant, City Council must provide the City Manager with the authority to execute the grant

**B. WV SHPO Grant to the Morgantown Historic Landmark Commission**

The City's Historic Landmark Commission received a grant for completing a Multiple Property Documentation of the New Deal Stone Resources. The total project is \$25,020. The grant funds cover 70% of the total project cost, so the grant amount is \$17,514. The remaining 30% is the local match due from the City. We have secured a consultant to perform the historic preservation work. Part of the City's contribution allows some amount of the match to be volunteer in-kind work. Accounting for the volunteer work, the City has a \$3,620 funding match requirement for the grant.

To accept the grant on behalf of the Historic Landmarks Commission, administration is asking Council to allocate \$3,620 from capitol escrow for the grant match.

Emily Muzzarelli, PE  
Interim City Manager, Morgantown, WV

# **MORGANTOWN CITY MANAGER'S HUNTER REQUIREMENTS AND RULES PERTAINING TO THE CITY OF MORGANTOWN'S URBAN DEER ARCHERY HUNT - 2020**

**Season Dates Established by the West Virginia Division of Natural Resources:  
Saturday, September 5 through Thursday, December 31, 2020 &  
Monday, January 11 through Sunday, January 31, 2021**

## **Hunter Requirements**

- Hunters must have a valid West Virginia hunting license.
- Hunters must complete all parts of the hunt application.
- Hunters must successfully complete the Bowhunter Education Course.
- Hunters must successfully complete an archery proficiency test.

## **Rules**

1. Hunters shall park only in designated parking areas.
2. Hunters shall treat everyone they meet with courtesy and respect.
3. Hunters shall not litter.
4. Hunters shall obey all West Virginia game laws.
5. Hunters will be selected and assigned locations by the City Manager or his designee. A completed application is not a guarantee that a hunter will be selected. The City Manager or his designee will attempt to assign all qualified hunters, but there may be more qualified applicants than hunting locations.
6. Locations for the hunt include, but are not exclusive to:
  - a. Chalfant Avenue properties
  - b. Conrad Place/White Avenue adjacent properties
  - c. Sheldon Avenue woodlot
  - d. Green Bag Road
  - e. Harner Street
  - f. Koontz Avenue
  - g. Lawnview Avenue
  - h. Norwood neighborhood (surrounding woodlots)
  - i. Peninsula Avenue
  - j. Southpoint Circle
  - k. West Virginia University properties
    - i. Core Arboretum
    - ii. Dairy Farm
    - iii. Farm woodlot
    - iv. Falling Run hollow

- v. Motor Pool woodlot
- vi. Organic Farm
- vii. Van Voorhis woodlot

7. All hunters, prior to receiving a permit authorizing him or her to participate in the hunt, must agree to hold harmless the City of Morgantown, City of Morgantown employees and officials, and the owner of the realty upon which they will be hunting from any and all claims for personal injury, death, or property damage arising as a result of the hunter participating in the hunt.
8. No person, without first receiving written permission from the City Manager or his designee, may accompany a hunter while he or she is participating in this hunt.
9. Permits must be on a hunter at all times while hunting.
10. Portable, ladder or climbing stands are required for all hunters except for those who are physically disabled and have been issued a valid Class Y hunting license by the State of West Virginia or for sites where a ground blind has been approved.
11. Stalking deer on the ground is prohibited. This includes walking to and from designated hunting sites.
12. Those hunting from an elevated tree stands must use a full-body safety harness while in the tree.
13. The hunter's name and sequential numbers must be on all arrows used while hunting, i.e. J. Miller #1, J. Miller #2, J. Miller #3.
14. Shots of 25 yards or more shall not be taken.
15. A maximum of 7 deer can be taken by each hunter on their urban season tags (5 antlerless deer, 2 bucks). Additional deer can be taken on a hunter's regular West Virginia license providing they have the correct stamps for the corresponding seasons.
16. In pursuance of the City of Morgantown's deer management goals and the West Virginia Division of Natural Resources' regulations, an antlerless deer is required to be taken first. After that, 2 bucks can be taken as long as the second buck is preceded by an antlerless harvest.
17. Two deer may be taken per day and can be checked-in at the same time. While two does or a buck and a doe can be taken in the same day, two bucks cannot be taken in the same day.
18. If a wounded deer leaves the boundary of the designated hunting area, the hunter shall not pursue the deer onto another's realty without first obtaining the permission of the owner of the realty upon which the hunter wishes to enter. The hunter shall not fire his/her bow once he/she leaves the designated hunt area assigned to him or her. If the wounded deer is located, while alive, on another's property, the hunter must contact the Morgantown Police Department at (304) 284-7522. The hunter shall identify himself/herself as a participant in the Morgantown Urban Deer Archery Hunt, and request assistance from the Police Department in retrieving the deer.
19. If a property owner does not give the hunter permission to enter his or her property to search for a wounded deer, the hunter shall inform the property owner that he or she can call (304) 284-7522 to have the deer removed from his or her property.

20. Under no situation will entrails be left on any property. A carcass is to be removed in its entirety or have entrails placed in plastic bags, removed from the property and properly discarded. (Please provide your own bags for this purpose.)
21. All deer must be checked-in and registered by completing the following two-step process:
  1. **Using West Virginia DNR's electronic check-in system by either calling 1-844-WVCheck or by logging into your account at <https://wvhunt.com/>.**
  2. **Once the deer is checked-in, hunters must report their harvest(s) to Paul Crumrine by phone or text at 304-216-3040. This is mandatory for internal record-keeping.**
22. Hunters shall be required to comply with any additional restrictions set by the hunting realty owner which do not conflict with the City Manager's Rules, the Morgantown City Code, the general statutory laws of the State of West Virginia, and the Rules and Regulations of the West Virginia DNR.
23. Failure to comply with any of the above requirements may result in a hunter's removal from participating in the City of Morgantown's archery hunt.
24. Before being issued a permit to participate in the hunt, all selected hunters must agree in writing to the foregoing rules.

## City of Morgantown Urban Archery Deer Hunt Fact Sheet

### When was the hunt started?

The first hunt occurred in 2011 after Morgantown's City Council unanimously-approved action to help with the City's widespread deer issues. An aerial infrared survey of the City limits earlier that spring showed that the population was well-above carrying capacity. Each year, the hunt runs from the first Saturday in September through December 31 and the last two weeks of January.

### Who are the hunters?

Participating hunters are men and women that live in the Morgantown community. They are experienced bowhunters and have completed the National Bowhunter Education Foundation course, along with an archery proficiency test, prior to joining the urban hunt. The hunters are safe, discrete and considerate individuals who have pledged their time to volunteer to help their community with the deer problem.

### What about liability if I allow hunters onto my property and an accident occurs?

This is one of the most common questions asked by prospective landowners. Chapter 19, Article 25 of West Virginia State Code relieves private landowners from liability when they provide hunters and fishermen access to their property.

### How do I know who is on my property? How will I know when they are hunting?

This hunt is very organized. Hunters are assigned to properties and required to meet with the landowner prior to hunting. Landowners have complete control of establishing the hunting days and times. Our hunters and landowners are strongly-encouraged to keep an open line of communication during the hunt.

### What have the urban bowhunters accomplished?

In the first nine years, Morgantown's urban bowhunters have harvested 874 deer and have donated 8,335 pounds of ground venison to help the citizens of Morgantown in need. Multiple landowners have seen a significant drop in deer-related damage to their property. Most importantly, there have been no hunting-related accidents, which is a testimony to the emphasis placed on safety.

### Who can I contact with questions?

Paul Crumrine is the current volunteer coordinator of the City of Morgantown's urban archery hunt. His contact information is as follows: **304.216.3040**, [pecrumrine@gmail.com](mailto:pecrumrine@gmail.com)

Rick Bebout is the immediate past volunteer coordinator of the City of Morgantown's urban archery hunt. His contact information is as follows: **304.290.7205**, [bebout.rick@gmail.com](mailto:bebout.rick@gmail.com)



Deer in a residential neighborhood.



A truckload of donated venison headed to several Morgantown food banks and non-profit organizations

**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text" value="3-54-0015-044-2020"/>
--	--

**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

**8. APPLICANT INFORMATION:**

* a. Legal Name: <input type="text" value="City of Morgantown"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="55-6000215"/>	* c. Organizational DUNS: <input type="text" value="1776868670000"/>

**d. Address:**

* Street1:	<input type="text" value="City of Morgantown"/>
Street2:	<input type="text" value="430 Spruce Street"/>
* City:	<input type="text" value="Morgantown"/>
County/Parish:	<input type="text" value="Monongalia"/>
* State:	<input type="text" value="WV: West Virginia"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="26505-0000"/>

**e. Organizational Unit:**

Department Name: <input type="text" value="City of Morgantown"/>	Division Name: <input type="text" value="Morgantown Municipal Airport"/>
---	---

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: <input type="text" value="Mrs."/>	* First Name: <input type="text" value="Emily"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Muzzarelli"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

\* Telephone Number:  Fax Number:

\* Email:

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

N/A

\* Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

N/A

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

RW 18/36 Extension Property Acquisition - Phase 1

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="786,533.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="87,404.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="974,037.00"/>

CARES Act

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

<b>Part II - SECTION A</b>	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.  <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Yes. The improvements are within the area desingated for aviation land use.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

A Public Outreach Program is currently underway for this project.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Environmental permitting including 401/404 permits, NPDES, and SWPPP are currently being prepared for this project.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Exhibit A dated March 2014 is on file at the Beckley Airports Field Office.

Additionally, the design includes impacts to adjacent properties for the runway extension/embankment site and the borrow site.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

LIST PROPERTY THAT IS BEING ACQUIRED, OR USED IN CONJUNCTION WITH THIS PROJECT.

This grant application is for land acquisition of the following parcels:

Parcel 21.2, 24, 25 - Wolfe Run Road from MCDA

Parcel 29.7 - Wolfe Run Road from Laurita

Parcel 30 - Wolfe Run Road from Myers

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Federal Domestic Assistance Catalog Number: 20.106	
2. Functional or Other Breakout:	Airport Improvement Program

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 15,000
2. Preliminary expense			108,550
3. Land, structures, right-of-way			750,487
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 874,037
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 874,037
19. Federal Share requested of Line 18			786,633
20. Grantee share			
21. Other shares      CARES Act			87,404
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 874,037

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a. N/A	\$ 0
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): CARES Act	87,404
h. <b>TOTAL</b> - Grantee share	\$ 87,404
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 87,404</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
<p>Exhibit A Airport Property Inventory Map on file with ADO.</p>

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b> MGW Runway 18-36 Extension Design
<b>AIRPORT:</b> Morgantown Municipal Airport (MGW)
<b>1. Objective:</b> <p>The City of Morgantown is proposing to extend Runway 18-36 by 1,001 feet to the south. This extension will provide an overall runway length of 6,200 feet. In order to construct the embankment, property acquisition is required for adjacent properties from 7 different property owners.</p> <p>Three of the property acquisitions are included in this application.</p>
<b>2. Benefits Anticipated:</b> <p>The runway extension benefits were documented in the Length Justification Study. To summarize, the runway extension at MGW would help to prevent further aviation and economic losses and encourage future growth opportunities. The current length provides a significantly restrictive aviation resource for a broad range of users who want to be able to have the convenience of operating at MGW and creates challenges for encouraging economic growth for the region including the county and State.</p>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b> <p>All work is located on the airport property or property with agreements in place. See attached project sketch.</p>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number) <p>City of Morgantown, 389 Spruce Street, Morgantown, WV 26505 Emily Muzzarelli, 304-284-7405</p>

**Application for Federal Assistance (Development and Equipment Projects)**  
**PART II – PROJECT APPROVAL INFORMATION**

**Item 4.**

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

Environmental Impacts:

- Endangered Indiana Bat (*Myotis sodalists*) and threatened northern long-eared bat (NLEB) (*Myotis septentrionalis*). Conservation Plan approved by USFW in September 2016; FONSI approved on 10/24/2019. Measures to offset potential impacts include:
  - Where possible, forested impacts will be avoided
  - Mitigation will be provided on-site and off-site (Fort Martin mitigation site) with roost structures at 1:1 ratio for each potential primary roost lost
  - Artificial roosts will be monitored for two years following installation
  - No hibernacula will be impacted
  - BMPs will minimize overall habitat impacts and to protect water quality by implementing approved erosion, sedimentation, and pollution controls during construction
  - Avoiding potential roost trees and impacts in riparian areas by reducing the size and limits of disturbance (LOD)
  - Planting 20 trees and girdling existing trees at the Fort Martin mitigation site on a 1:1 ratio for each potential roost tree lost I-68 Commerce and Laurita Parcel
  - Seasonal tree clearing restrictions between November 15 and March 31 for all trees greater than 5-inches diameter breast height (DBH)
- Section 401 – Water Quality Certification: pending
- Section 404 – Individual Permit: pending

**Application for Federal Assistance (Development and Equipment Projects)**  
**PART II – PROJECT APPROVAL INFORMATION**

**Item 4.**

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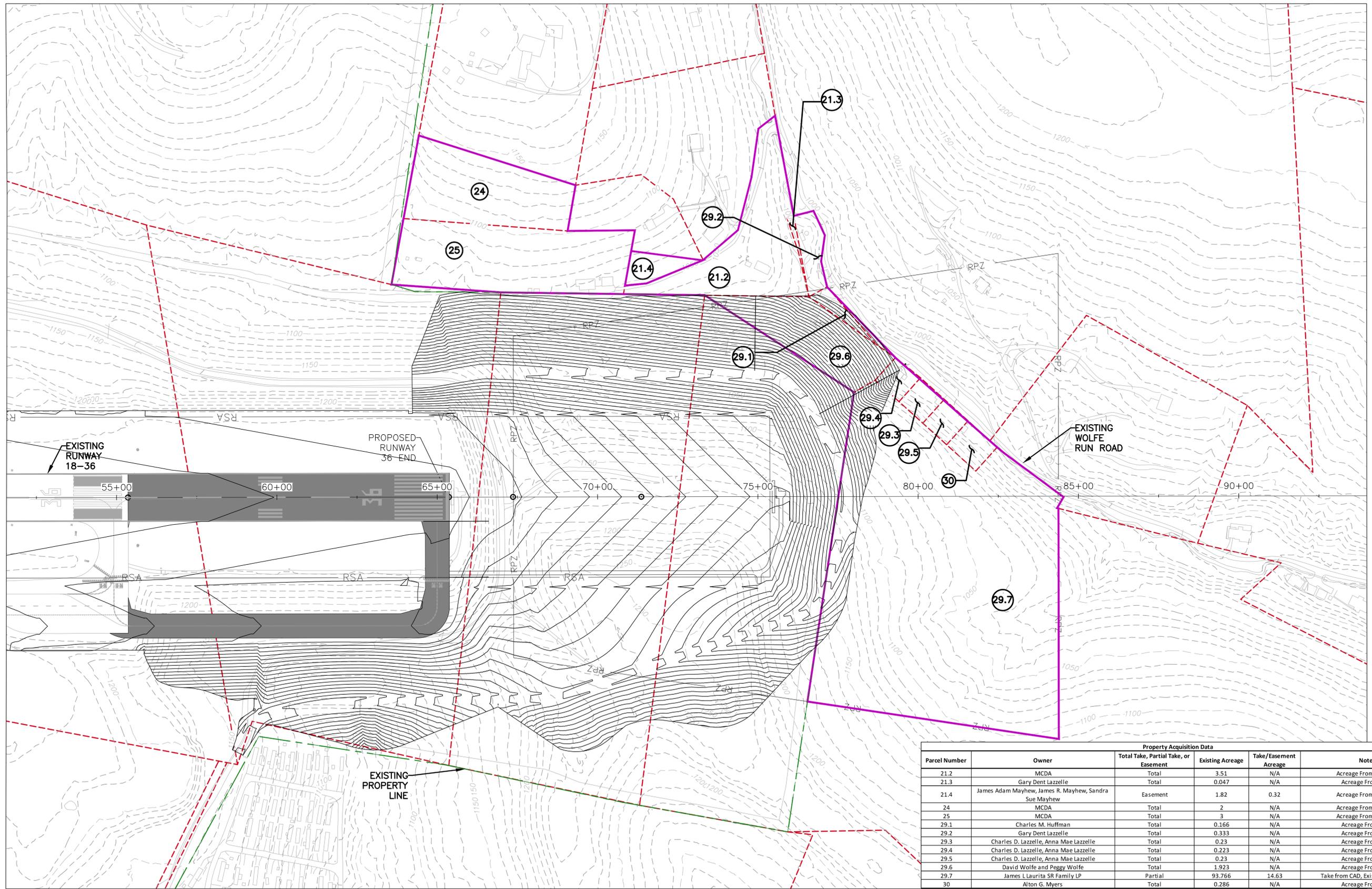
## **Cost Breakdown by Parcel**

**Morgantown Municipal Airport  
Runway 18-36 Extension  
Property Acquisition - Phase 1**

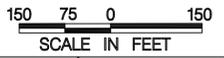
Parcel	Add'l Parcels	Address	Size	Owner	Appraisal Price	Purchase Price	Relocation Cost (Estimated)	Appraisal Fee	Appraisal Review Fee	Closing Costs & Legal Fees	Property Survey
21.2	24, 25	295 Wolfe Run	8.51	Monongalia County Development Authority	\$485,000.00	\$503,957.00	\$0.00	\$3,500.00	\$850.00	\$25,000.00	\$0.00
29.7		Wolfe Run	14.635	James L. Laurita, Sr. Family Limited Partnership	\$200,300.00	\$220,330.00	\$0.00	\$4,000.00	\$850.00	\$25,000.00	\$20,000.00
30		Wolfe Run	0.286	Estate of Alton G. Myers, Sr.	\$26,200.00	\$26,200.00	\$0.00	\$3,500.00	\$850.00	\$25,000.00	\$0.00
					<b>\$711,500.00</b>	<b>\$750,487.00</b>	<b>\$0.00</b>	<b>\$11,000.00</b>	<b>\$2,550.00</b>	<b>\$75,000.00</b>	<b>\$20,000.00</b>
<b>TOTAL ACQUISITION COST</b>				<b>\$859,037.00</b>							

**Project Sketch  
and  
Exhibit A**

RUNWAY 18-36 EXTENSION - PLOTTED ON 6/25/2020 9:43 AM



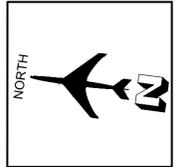
- LEGEND:**
- EXISTING AIRPORT PROPERTY LINE
  - NEIGHBORING PROPERTY LINE
  - PROPOSED MAJOR CONTOUR
  - XXXX- EXISTING MAJOR CONTOUR
  - - - - EXISTING MINOR CONTOUR
  - LIMIT OF PROPERTY ACQUISITION



Parcel Number	Owner	Property Acquisition Data			Notes	Acreage Comparison		
		Total Take, Partial Take, or Easement	Existing Acreage	Take/Easement Acreage		Measured in CAD	Deed	tax map
21.2	MCDA	Total	3.51	N/A	Acreage From Tax Map	2.5	3	3.5107
21.3	Gary Dent Lazzelle	Total	0.047	N/A	Acreage From Deed	0.047	0.047	NA
21.4	James Adam Mayhew, James R. Mayhew, Sandra Sue Mayhew	Easement	1.82	0.32	Acreage From Tax Map	1.82	1.82	1.82
24	MCDA	Total	2	N/A	Acreage From Tax Map	2.381	NA	2
25	MCDA	Total	3	N/A	Acreage From Tax Map	3.438	NA	3
29.1	Charles M. Huffman	Total	0.166	N/A	Acreage From Deed	0.173	0.166	NA
29.2	Gary Dent Lazzelle	Total	0.333	N/A	Acreage From Deed	0.387	0.333	NA
29.3	Charles D. Lazzelle, Anna Mae Lazzelle	Total	0.23	N/A	Acreage From Deed	0.23	0.23	0.23
29.4	Charles D. Lazzelle, Anna Mae Lazzelle	Total	0.223	N/A	Acreage From Deed	0.223	0.223	0.22
29.5	Charles D. Lazzelle, Anna Mae Lazzelle	Total	0.23	N/A	Acreage From Deed	0.23	0.23	NA
29.6	David Wolfe and Peggy Wolfe	Total	1.923	N/A	Acreage From Deed	1.736	1.923	1.92
29.7	James L Laurita SR Family LP	Partial	93.766	14.63	Take from CAD, Existing from Deed	93.494	93.7664	NA
30	Alton G. Myers	Total	0.286	N/A	Acreage From Deed	0.28	0.286	NA

**Michael Baker International** 80 YEARS  
 MICHAEL BAKER INTERNATIONAL INC.  
 100 AIRSIDE DRIVE  
 AIRSIDE BUSINESS PARK  
 MOON TOWNSHIP, PA 15108  
 412-269-6300

DESIGNED	---	DATE
DRAWN	---	DATE
CHECKED	---	DATE
APPROVED	---	DATE



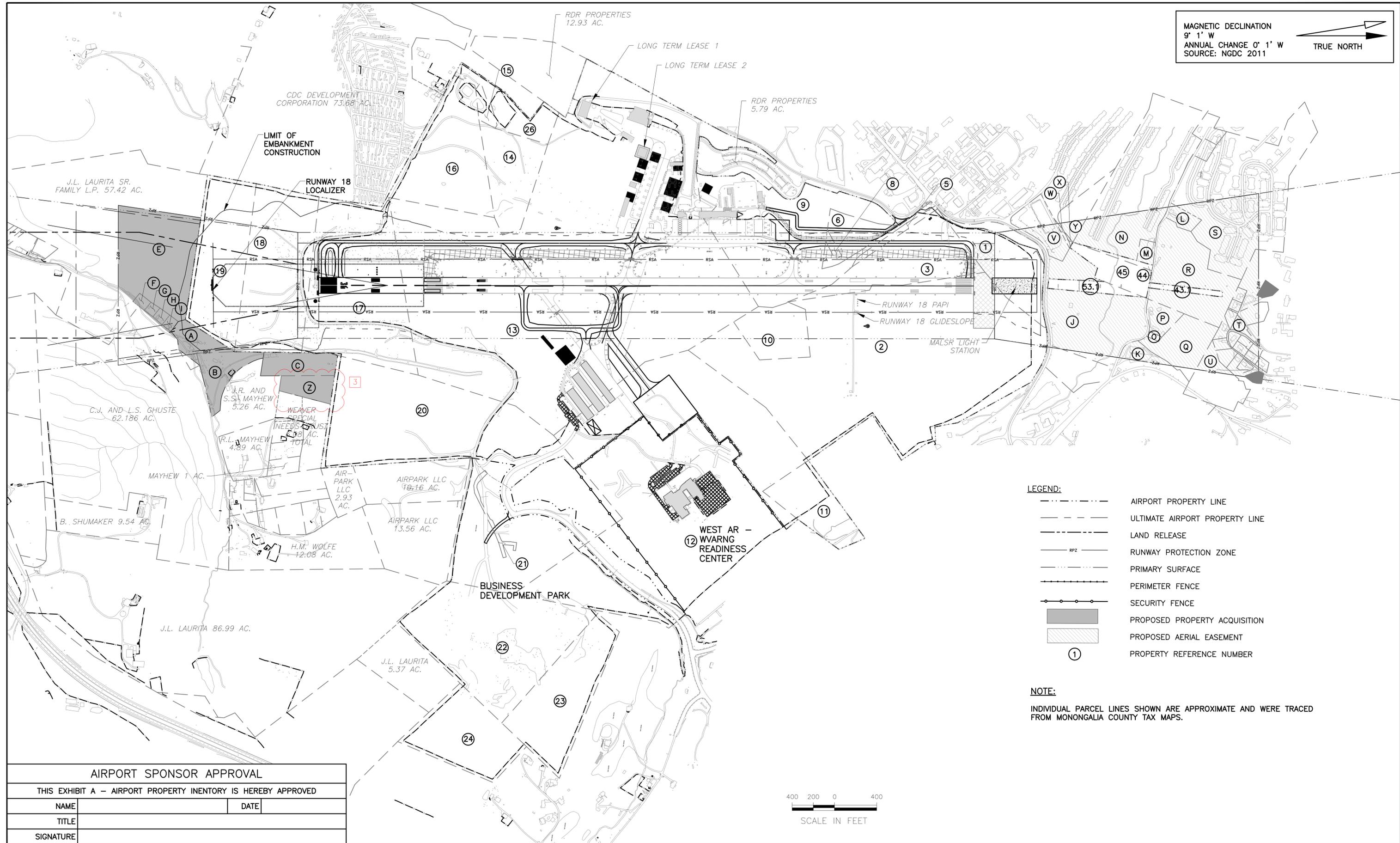
DATE	BY	REVISION DESCRIPTION

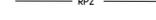


**MORGANTOWN MUNICIPAL AIRPORT**  
 WALTER L. BILL HART FIELD  
 MORGANTOWN, WEST VIRGINIA

<b>RUNWAY 18-36 EXTENSION</b>		<b>SHEET</b>
<b>PROPOSED PROPERTY ACQUISITION</b>		
MGW PROJECT NO:	170935	DATE: MARCH 2020

MAGNETIC DECLINATION  
 9° 1' W  
 ANNUAL CHANGE 0° 1' W  
 SOURCE: NGDC 2011

- LEGEND:**
-  AIRPORT PROPERTY LINE
  -  ULTIMATE AIRPORT PROPERTY LINE
  -  LAND RELEASE
  -  RUNWAY PROTECTION ZONE
  -  PRIMARY SURFACE
  -  PERIMETER FENCE
  -  SECURITY FENCE
  -  PROPOSED PROPERTY ACQUISITION
  -  PROPOSED AERIAL EASEMENT
  -  PROPERTY REFERENCE NUMBER

**NOTE:**  
 INDIVIDUAL PARCEL LINES SHOWN ARE APPROXIMATE AND WERE TRACED FROM MONONGALIA COUNTY TAX MAPS.

AIRPORT SPONSOR APPROVAL	
THIS EXHIBIT A - AIRPORT PROPERTY INVENTORY IS HEREBY APPROVED	
NAME	DATE
TITLE	
SIGNATURE	



NO.	DATE	BY	DESCRIPTION OF REVISION	DATE APPROVED	APPROVED BY
1	03/14	JMK	PROPERTY LINE UPDATE - LAND RELEASE/SWAP		
2	06/14	JMK	EXHIBIT A SOP CHECKLIST UPDATES		
3	06/20	JJP	PROPERTY UPDATE		

**Baker**  
 Michael Baker Jr., Inc.  
 A Unit of Michael Baker Corporation  
 Airside Business Park  
 100 Airside Drive  
 Moon Township, Pennsylvania 15108  
 Prepared December 2012

**MORGANTOWN MUNICIPAL AIRPORT**  
 Morgantown Municipal Airport  
 Morgantown, West Virginia

**MASTER PLAN UPDATE**  
 EXHIBIT A - AIRPORT PROPERTY INVENTORY MAP

SO. NO. 119775  
 DRAWING NO. 13 of 16

EXISTING PROPERTY TABLE									
REFERENCE NUMBER	TAX PARCEL NUMBER	DISTRICT NAME / MAP NO.	PREVIOUS OWNER	ACREAGE	DATE RECORDED	DEED BOOK, VOLUME, PAGE	PROPERTY INTEREST	GRANT NUMBER OR PURCHASE INFO	NOISE LAND YES / NO
1	1.00	SIXTH WARD / 32A	JOHN E. AND NELLE C. THOMAS	10.200	6/18/1945	364/469	WARRANTY DEED - FEE SIMPLE	\$10.00	NO
2	2.00	SIXTH WARD / 32A	BOARD OF GOVERNORS OF WEST VIRGINIA UNIVERSITY	79.550	9/21/1961	599/5	WARRANTY DEED - FEE SIMPLE	\$1.00	NO
3	3.00	SIXTH WARD / 32A	WEST VIRGINIA AVIATION FOUNDATION, INC.	15.700	7/22/1961	597/271	WARRANTY DEED - FEE SIMPLE	\$10.00	NO
4	4.00	SIXTH WARD / 32A	J. WAYNE AND HATTIE REINER, MARGERET R. AND W. R. COOMBS, J. EARL AND FRANCES S. REINER, MARY OLIVE JOHNSON AND DR. CARL A. JOHNSON	0.970	11/7/1961	600/43	WARRANTY DEED - FEE SIMPLE	\$5,000.00	NO
5	5.00	SIXTH WARD / 32A	WEST VIRGINIA BOARD OF CONTROL	2.791	9/23/1936	279/448	RIGHT OF WAY	\$1.00	NO
6	6.00	SIXTH WARD / 32A	CORA E. REINER, J. WAYNE AND HATTIE REINER, MARGARET AND W. R. COOMBS, J. EARL AND FRANCES S. REINER, MARY OLIVE JOHNSON AND DR. CARL A. JOHNSON	5.090	6/12/1952	481/442	WARRANTY DEED - FEE SIMPLE	\$3,000.00	NO
7	7.00	SIXTH WARD / 32A	BETHLEHEM STEEL CORPORATION	1.080	8/23/1939	302/66	WARRANTY DEED - FEE SIMPLE	\$10.00	NO
8	8.00	SIXTH WARD / 32A	BETHLEHEM STEEL CORPORATION	0.277	8/23/1939	302/67	WARRANTY DEED - FEE SIMPLE	\$10.00	NO
9	9.00	SIXTH WARD / 32A	BETHLEHEM MINES CORPORATION	28.110	1/17/1936	275/227	WARRANTY DEED - FEE SIMPLE	\$1.00	NO
10	10.00	SIXTH WARD / 32A	BOARD OF GOVERNORS OF WEST VIRGINIA UNIVERSITY	6.940	1/8/1962	601/174	WARRANTY DEED - FEE SIMPLE	\$100,000.00	NO?
11	11.00	SIXTH WARD / 32A	THOMAS E. AND MARY C. POWELL	7.540	2/11/1938	290/293	WARRANTY DEED - FEE SIMPLE		NO
12	12.00	SIXTH WARD / 32A	THOMAS E. AND MARY C. POWELL	92.160	2/11/1938	290/293	WARRANTY DEED - FEE SIMPLE	\$1.00	NO
13	13.00	SIXTH WARD / 32A	RUTH FLEMING AND LLOYD H. HUSE	158.770	10/19/1935	273/266	WARRANTY DEED - FEE SIMPLE	\$8,000.00	NO
14	14.00	SIXTH WARD / 32A	MYRTLE S. AND GEORGE F. C. HARTMAN	9.610	6/30/1943	340/124	WARRANTY DEED - FEE SIMPLE	\$2,500.00	NO
15	15.00	SIXTH WARD / 32A	DAISY LANCASTER	1.280	11/2/1973	742/645	WARRANTY DEED - FEE SIMPLE	\$10.00	NO
16	16.00	SIXTH WARD / 32A	GUISEPPE PARUZZO, et al.	17.240	12/23/1943	345/358	CONDEMNATION	\$2,000.00	NO
17	17.00	SIXTH WARD / 32A	PHILLIP A. POOLE, et al.	32.750	12/23/1943	345/362	CONDEMNATION	\$4,700.00	NO
18	18.00	SIXTH WARD / 32A	SUE B. UTT, DORA UTT RUNNER, FLORENCE UTT KELLEY, MABEL UTT DAVIES, WILLIAM A. AND NAOMI J. UTT	19.950	12/2/1960	592/69	WARRANTY DEED - FEE SIMPLE	\$4,000.00	NO
19	19.00	SIXTH WARD / 32A	GUY F. AND ELVA C. HARNER	18.080	12/5/1961	600/359	WARRANTY DEED - FEE SIMPLE	\$3,616.00	NO
20	20.00	SIXTH WARD / 32A	JOHN EVANTO, et al.	68.100	6/18/1945	3/7/2000	CONDEMNATION	\$7,500.00	NO
* 21	21.00	SIXTH WARD / 32A	BETHLEHEM STEEL CORPORATION	0.766	8/23/1939	302/68	WARRANTY DEED - FEE SIMPLE	\$10.00	NO
* 22	22.00	SIXTH WARD / 32A	THOMAS H. AND HAZEL L. ROBINSON, GLENN G. AND EVELYN M. CLARK	30.000	8/1/1945	368/392	WARRANTY DEED - FEE SIMPLE	\$3,000.00	NO
* 23	23.00	SIXTH WARD / 32A	JESSE E. AND LILLIAN A. TRADER	18.470	7/11/1945	366/17	WARRANTY DEED - FEE SIMPLE	\$1,625.00	NO
* 24	24.00	SIXTH WARD / 32A	E. H. AND ALMA JANE CASSIDAY	19.750	10/1/1945	369/399	WARRANTY DEED - FEE SIMPLE	\$1,975.00	NO
43.10	43.10	UNION / 21		0.906	1/6/1973	730/420	FEE SIMPLE	\$5,000.00	NO
44	44.00	UNION / 21	JOSEPH A. AND PHYLLIS A. MARSHALL	0.623	1/6/1973	730/425	FEE SIMPLE		NO
45	45.00	UNION / 21	JOSEPH A. AND PHYLLIS A. MARSHALL	4.660	1/6/1973	730/425	FEE SIMPLE		NO
53.10	53.10	UNION / 20		1.377	1/11/1973	730/564	FEE SIMPLE	\$5,000.00	NO
			SUBTOTAL ACREAGE:	652.741					
			LAND RELEASED ACREAGE:	142.23					
			TOTAL ACREAGE:	523.44					

\* OWNED BY MCDA FOR COMMERCE PARK

RELEASED PROPERTY TABLE				
TAX PARCEL NUMBER	DATE OF RELEASE	DATE RECORDED	ACREAGE	PURPOSE OF RELEASE
PORTION OF 1	10/29/2019	--	1.83	WVDOH
9.1, 13.1, 26.1	12/09/2016	N/A	9.13	RDR PROPERTIES
PORTION OF 12	11/16/2010	12/15/2010	46.53	WEST AR-WVARNG READINESS CENTER
PORTIONS OF 20, 21, 12. ALL OF 22, 23, 24	09/14/2015	N/A	95.70	BUSINESS PARK DEVELOPMENT

LONG TERM LEASE				
LEASE	LEASEE	ACREAGE	DEED BOOK / PAGE	DATE RECORDED
1	THE BOARD OF GOVERNORS OF WEST VIRGINIA UNIVERSITY	9.154		6/19/1961
2	WHARF PLACE, LLC	0.28	ORD06-16	6/21/2006

PROPOSED ACQUISITION TABLE					
REFERENCE NUMBER	TAX PARCEL NUMBER	OWNER	ACREAGE	PURPOSE	CURRENT USE
A	29.10	C.M. HUFFMAN	1.920	AIP	RURAL/RESIDENTIAL
B	21.20	MCDA	3.558	AIP	RUNWAY EXTENSION
C	25.00	MCDA	3.000	AIP	RUNWAY EXTENSION
E	29.00	LAURITA SR. FAMILY L.P.	14.64	AIP	FOREST
F	30.00	A. G. MYERS	0.28	AIP	FOREST
G	29.50	C.D. AND A.M. LAZZELLE	0.23	AIP	FOREST
H	29.30	C.D. AND A.M. LAZZELLE	0.23	AIP	FOREST
I	29.40	C.D. AND A.M. LAZZELLE	0.22	AIP	FOREST
Z	24.00	MCDA	2.00	AIP	FOREST

3

PROPOSED EASEMENT ACQUISITION TABLE					
REFERENCE NUMBER	TAX PARCEL NUMBER	OWNER	ACREAGE	TYPE OF EASEMENT	CURRENT USE
J	53.00	FURMAN TRUST	16.623	AERIAL	HIGH DENSITY RESIDENTIAL
K	50.00	MONONGALIA COUNTY BUILDING COMMISSION	1.02	AERIAL	HIGH DENSITY RESIDENTIAL
L	42.00	R. W. HURLEY	0.990	AERIAL	HIGH DENSITY RESIDENTIAL
M	41.40	SAMOA L.L.C	1.000	AERIAL	HIGH DENSITY RESIDENTIAL
N	41.00	COOPER BEACH TOWNHOME COMMUNITIES	1.06	AERIAL	HIGH DENSITY RESIDENTIAL
O	51.00	FURMAN TRUST	0.160	AERIAL	HIGH DENSITY RESIDENTIAL
P	52.00	FURMAN TRUST	1.900	AERIAL	HIGH DENSITY RESIDENTIAL
Q	50.10	A. S. LEWIS	5.10	AERIAL	HIGH DENSITY RESIDENTIAL
R	43.00	FURMAN TRUST	10.000	AERIAL	HIGH DENSITY RESIDENTIAL
S	41.70	R. W. HURLEY	8.87	AERIAL	HIGH DENSITY RESIDENTIAL
T	SEE UNION DISTRICT 10, MAP 20B	MULTIPLE PARCELS	7.74	AERIAL	HIGH DENSITY RESIDENTIAL
U	49.20	A. E. LEWIS	1.03	AERIAL	HIGH DENSITY RESIDENTIAL
V	13.00	RDR PROPERTIES LLC	3.640	AERIAL	COMMERCIAL
W	63.00	RDR PROPERTIES LLC	0.14	AERIAL	COMMERCIAL
X	14.00	RDR PROPERTIES LLC	0.07	AERIAL	COMMERCIAL
Y	14.10	CMC COMPANY LLC	0.58	AERIAL	COMMERCIAL

NO.	DATE	BY	DESCRIPTION OF REVISION	DATE APPROVED	APPROVED BY
1	03/14	JMK	PROPERTY LINE UPDATE - LAND RELEASE/SWAP		
2	06/14	JMK	EXHIBIT A SOP CHECKLIST UPDATES		
3	06/20	JJP	PROPERTY UPDATE		

**Baker** Michael Baker Jr., Inc.  
A Unit of Michael Baker Corporation  
 Airside Business Park  
 100 Airside Drive  
 Moon Township, Pennsylvania 15108

**MORGANTOWN MUNICIPAL AIRPORT**  
 Morgantown Municipal Airport  
 Morgantown, West Virginia

**MASTER PLAN UPDATE**  
**PARCEL DATA TABLES**  
 SO. NO. 119775  
 DRAWING NO. 14 of 16

# SURVEY & PLANNING APPLICATION

*Application  
number  
10/22/19*

## For Federal Historic Preservation Grants

I NAME OF PROJECT: Multiple Property Documentation for New Deal Stone Resources

II LOCATION OF PROJECT: Morgantown, WV

COUNTY: Monongalia

III TYPE OF PROJECT: (check one)

- Architectural/Historical Survey
- Archaeological Survey
- Comprehensive Planning
- Heritage Education
- National Register
- Predevelopment

(See attached Allowable Activities for definitions)

IV PROJECT SPONSOR: Morgantown Historic Landmarks Commission

ADDRESS: City of Morgantown, 389 Spruce Street, Morgantown, WV 26505

V CONTACT PERSON: Jeanne Grimm

TELEPHONE NUMBER: (304) 288-6864

EMAIL ADDRESS: jgrimm@granjean.com

CLG: Yes  No

# REQUIRED CHECKLIST

- \_\_\_\_\_ Have you enclosed any current letters of support for your project
- \_\_\_\_\_ Have you signed the application? PLEASE DO NOT PUT THE APPLICATION IN A FOLDER, BINDER OR SLEEVE OR USE STAPLES. Paper and binder clips only!!
- \_\_\_\_\_ Have you signed and returned the attached assurances with the original application?
- \_\_\_\_\_ Have you included the original application with assurances and four copies of entire application?
- \_\_\_\_\_ Have you included documentation/proof of available funds to pay all expenditures upfront?

**If awarded a grant, the recipient is reimbursed only for work that is conducted following signing of a contract with the SHPO.**

I acknowledge that I have read and understand the above three statements about this grant.

\_\_\_\_\_  
SIGNATURE

**XI PROVIDE A SIMPLE BUDGET, LIST TOTAL PROJECT COST AND SHOW FEDERAL AND MATCHING SHARE. Volunteer time is to be computed at \$8.75/hr. unless additional qualifications are documented. Staff on payroll will be valued at their rate of pay.**

	GRANT REQUEST	MATCHING SHARE
PERSONNEL		
CONSULTANT	\$ 8,000.00	\$ 3,620.00
OTHER (Specify) <i>In-Kind</i> <i>WVU Students \$12 per hr. for 28</i> <i>WVU Faculty \$25 per hr. for 40 hrs ea.</i>		\$ 3,400.00
<b>TOTAL</b>	<del>\$18,000.00</del>	<del>\$7,020.00</del>
<b>TOTAL PROJECT COST</b>	<del>\$18,000.00 + \$7,020.00</del>	
	<b>GRANT + MATCHING SHARE</b>	

Describe who will be responsible for completing which portions of the project: All consultants and staff must meet the appropriate 36 CFR 61 qualifications. (See Attachment A Section X)

The consultant firm selected through an RFQ process will be responsible for all portions of the project and will meet 36CFR61 qualifications. The selected consultant will work with Jennifer Thornton, WVU faculty member, to direct WVU public history students. The students and faculty advisor will provide in-kind services.

**XII LIST WHO WILL PROVIDE MATCHING FUNDS, WHERE FUNDS COME FROM (i.e. private, county government, state funds, etc.), ARE THEY CASH OR IN-KIND AND THE AMOUNT: (Attach evidence of all matching funds).**

Donor: WVU History Dept  
 Source: In-Kind  
 Kind: Student/Faculty  
 Amount: \$3,400.00

Donor: City of Morgantown  
 Source: City Funds  
 Kind: Cash  
 Amount: \$3,620.00

**XIII TYPE OF APPLICANT/RECIPIENT**

- |   |   |
|---|---|
| <input type="checkbox"/> State          | <input type="checkbox"/> Federal          |
| <input type="checkbox"/> County         | <input type="checkbox"/> City             |
| <input checked="" type="checkbox"/> CLG | <input type="checkbox"/> Higher Education |
| <input type="checkbox"/> Non-Profit     | <input type="checkbox"/> Commercial       |
| <input type="checkbox"/> Indian Tribe   | <input type="checkbox"/> Other (specify)  |

**XIV IS THIS YOUR FIRST HISTORIC PRESERVATION GRANT? No**

IF NO, LIST MOST RECENT PROJECT RECIPIENT: Survey of Sabraton Neighborhood

**VI Provide a detailed description of the project, which includes the purpose and need for the project. (See Attachment A Section VI).**

**VII Include a detailed plan and timetable for completion of project and products to be produced:**

**VIII Describe any ongoing local preservation programs, such as active CLG programs, historic landmarks or historical society:**

**IX Community Impact – How will this project benefit the community? How will the project be promoted or the public educated about the project?**

Have you included letters of support for this project? Yes   X   No           

**X How does the project meet the goals and objectives of the Historic Preservation Statewide Plan? Please explain**

I certify that this project will be administered and work performed in accordance with all applicable regulations and procedures governing federal grants: The National Register program manual, the applicable Secretary of the Interior's Standards and Guidelines, Title VI activities (attached), certification regarding debarment (attached), non-construction assurances (attached), and any special conditions detailed by the State Historic Preservation Office. The Office of Management and Budget OMB Circulars A-87 (Cost Principles), 43 CFR 12 (Administrative Requirements) for State and Local Governments, and A-128 are hereby incorporated by reference into this grant.

Oct 27, 2019                                            City Manager  
Date                                      Signature and Title

\_\_\_\_\_  
Date                                      Signature and Title

\_\_\_\_\_  
Date                                      Signature and Title

**PLEASE SIGN AND RETURN COMPLETED APPLICATION AND ALL THE ATTACHMENTS AND ASSURANCES.**

Please remember that no work can commence for which funding is requested until the project coordinator has attended the Subgrant Orientation meeting. If this project is site specific, the sponsor must be the owner of the site, or evidence of owner support must be attached.

**RETURN TO:**

**GRANTS COORDINATOR  
STATE HISTORIC PRESERVATION OFFICE  
DEPARTMENT OF ARTS, CULTURE AND HISTORY  
1900 KANAWHA BLVD, E., CULTURE CENTER  
CHARLESTON, WV 25305  
(304) 558-0240**

## **VI Detailed Description of the Project - Multiple Property Documentation for New Deal Era Stone Resources**

The Morgantown Historic Landmarks Commission (MHLC) has completed two surveys of New Deal Stone Resources in Morgantown, one in 2016 and one in 2018. MHLC is now applying for funds from the West Virginia State Historic Preservation Office (SHPO) to complete a Multiple Property Form for stone resources identified during the Surveys as being considered eligible for the National Register of Historic Places.

A multiple property documentation is a method to document and register related resources that may not be geographically proximate but have related significance and time periods. In instances where a historic district would not be feasible due to the scattered locations of the resources an MPD may be a good alternative. The National Park Service lists 18 MPDS for West Virginia on its website.

The MPD for the New Deal Era Stone Resources of Morgantown, Monongalia County, will be prepared identifying the contexts, geography, time period of significance, and types of resources included. Then as the walls or other structures are evaluated against the MPD, National Register nominations will be prepared to nominate the eligible resources, such as the Richwood Avenue Wall and the Decker's Creek Wall. In the future, additional stone resources can be evaluated and nominated as time and funds allow.

Phase I of the survey of Works Progress Administration (WPA) resources in Morgantown identified five resources considered eligible for the National Register of Historic Places due to the significance of the resource or its association with the New Deal Era and the impact the site may have had on the development of Morgantown and the county in that era. MHLC has selected three of those sites based on their condition, visibility, diverse functions and importance to the City of Morgantown to accompany the Multiple Property documentation.

- The Richwood Wall (MG-1909) - The upper or east side of the wall is in very good condition, physically and historically. It is significant under Criterion A for its association with New Deal construction, for its association with social programs and the Depression, and for its association with Whitmore Park. This wall is also significant under Criterion C for its engineering feats, and construction techniques and systems. It was a major project of the WPA in Morgantown.
- Eighth Street's Federal Emergency Relief Administration (FERA) walls (MG-1882, 1883, 1884) – These three walls on Eighth Street are perhaps the oldest of the stone walls built during the Depression in Morgantown, and are the only ones specifically associated with FERA, and as such constitute early government program intervention in the economy. FERA was discontinued in October 1934, thereafter, WPA took over construction programs. The walls also illustrate the

span of the FERA program as projects and construction continued through different years and grant cycles. Architecturally, they illustrate the progression of cartouche designs as the construction programs became more established. These walls are significant under Criterion A for their association with New Deal construction and for their association with social programs and the Depression. They are also significant for their association with early programs of the relief agencies.

- Decker's Creek Wall (MG-1879) – This wall is the largest identified in the survey and is likely the most engineered wall. This wall is required to contain the creek in addition to acting as a retaining wall. The wall has multiple openings, drains, sewer outlets and etc., which added to its engineering complexity. The wall is significant under Criterion A for its association with New Deal Era construction and for its association with New Deal Era conservation concerns. The wall is also significant under Criterion C for its engineering feats, and construction techniques and systems.

The need for this project is great. Literally every day, Morgantown's history is disappearing as the quest for more housing for the WVU student population removes whole blocks of older buildings. For some years, construction was centered outside Morgantown's city limits; however, over the past five years large student housing complexes are being built closer to the University's campuses. These multi-storied buildings also need parking, which means additional older buildings and landmarks are razed.

A cursory look at a few of the stone works found some that look to be in excellent condition, while others are in a state of disrepair. Members of the Morgantown Historic Landmarks Commission believe that no time can be lost in recording the history and location of the area's many stone landmarks and we respectfully ask for funds to aid us in this endeavor.

## **Attachment A Section V1**

The estimated acreage is approximately 100 acres

### **VII Detailed Plan**

The Multiple Property documentation will require extensive research in local historic resources, --- Monongalia County Court House, WVU Regional and West Virginia History Center, the Aull Center of the Morgantown Public Library System and the City of Morgantown records, in addition to extensive research via Internet into federal records of the New Deal public works projects.

A consultant firm will prepare a Multiple Property Documentation Form for the 1930s era stone works built by New Deal programs within Morgantown, Monongalia County and will prepare National Register of Historic Places Forms for the three stone resources that are listed above. These three sites were identified during the Phase I Intensive Survey of the New Deal Stone Resources as sites worth of being nominated to the National Register of Historic Places.

A possible MPD format could include:

- A. Multiple property listing name
  - a. New Deal Era Stone Resources of Monongalia County WV
- B. Associated historic contexts
  - a. New Deal Era Programs as Social Services in Monongalia County 1936-1943
  - b. Italian Masonry Architecture in Monongalia County During the New Deal 1936-1943
  - c. New Deal Era Stone Architecture in Monongalia County 1936-1943
  - d. History of the New Deal in Monongalia County 1936-1943
- C. Associated property types
  - a. Stone Walls
  - b. Stone gutters
  - c. Stone culverts and inlets
- D. National Register Registration Forms
  - a. The multiple property submission will encompass nomination forms on retaining walls, bridge abutments, curbs and culverts:
    - i. Richwood Avenue Wall
    - ii. Decker's Creek Wall
    - iii. Eighth Avenue FERA Walls

The consultant firm will meet 36 CFR 63 standards and will complete the Multiple Property documentation in accordance with the Secretary of Interior's Standards and the West Virginia SHPO Survey Manual. The consultant will provide documentation that provides a description and history of the already surveyed resources, contains a bibliography and makes recommendations for further work.

The project will begin 10 days after notification from WV SHPO that the Morgantown CLG grant application was selected as a recipient of funding. The Morgantown CLG will prepare and send out a request for proposals that requires applicants to document their experiences with similar projects and their ability to complete the project by the deadline imposed by WV SHPO. Applicants will have 30 days to respond and must be able to start the project by February 15, 2020.

The CLG will immediately review all proposals and select a consultant based on:  
Comparison of scope of work provided by the bidding consultants  
Experience with historic surveys  
Proven ability to complete surveys in a timely manner

The CLG will select a consultant within two weeks after receiving bids from consultants, and will want to sign a contract with the consultant by February 29, 2020.

The payment process will be in accordance with standards as outlined in the WV SHPO Survey Manual.

## **VIII Local preservation programs**

Morgantown has an active CLG, which since 2014 has held seven History Roundtables to offer a venue for the many organizations in Monongalia County that are engaged in history to discuss their projects and perhaps meet others with like interests. The purpose of the Roundtables was to encourage greater interest in collaborating in creating cultural resources that might result in greater tourism and contribute to economic development in the Morgantown area.

Monongalia County has a Historical Society that meets regularly and has for years published its own materials on the history of the area in the *Proceedings and Papers of the Monongalia County Historical Society*. Volume 18, 2018 of the Proceedings published an article written by the MHLC on, “Historic Oak Grove Cemetery and Its Inhabitants.”

West Virginia University and its public history programs are a great source of student and faculty engagement in local history projects. Jennifer Thornton, Assistant Professor, West Virginia University History Department, has expertise in public history, cultural resource management and historic preservation. Dr. Thornton is a collaborator with the CLG. She teaches intro classes in public history, historic preservation and cultural resource management as well as advanced classes in historic preservation. Please see her letter of support to volunteer students and herself to provide in kind support for the CLG on this Multiple Property documentation project.

The City of Morgantown and its City Council have long been supporters of historic preservation and the MHLC, and have agreed to provide cash and in kind support for this project to help meet the 30% required match. Please see the accompanying letter of support.

## **IX Community Impact**

Morgantown is a rapidly expanding community with a growing population and changing cultural and economic identity, which directly affects the area’s history and preservation. Structures are being razed at an alarming rate, and many of the new residents are transplants, brought to the area for educational or career opportunities and do not know the history of the area. For that reason, it is very important that we move ahead with a Multiple Property documentation for these WPA stone resources as soon as possible with the goal of trying to preserve them for future generations. The MHLC understands there are some cases where it is not always physically possible to save every structure or artifact, but our main goal is to preserve and protect. Our two previous survey and planning grants enabled the MHLC to identify these historic WPA stone resources, and to create an inventory. This information will provide the basis for the Multiple Property documentation, moving us a step closer to applying for funds to preserve these resources for future generations.

The MHLC is dedicated to working with different local organizations, businesses and individuals in the community, and as earlier stated, organized seven History Roundtables with the goal of bringing these individuals and organizations together to develop a plan to not only preserve and protect our heritage, but also to create an understanding among community

members of the role of history in the economic and cultural development of our area. During these Roundtables, our consultants, students and faculty give presentations on our current SHPO projects. In addition, MHLIC members have taught classes for West Virginia University's Life Long Learners Institute. Our most recent class on Historic Oak Grove Cemetery, which is a site within the Chancery Hill Historic District, had more than 40 attendees.

## **How project meets goals and objectives of Historic Preservation Statewide Plan**

The Morgantown CLG will meet **Objective.1.2** under the Education Goal by continuing to offer presentations that focus on the results of the New Deal project that are appropriate for all ages. These presentations include topics ranging from describing the technical aspects of building retaining walls, to the skills required of stone masons and on to the stories of the workers who built the stone works.

To meet **Objective 2.2** under the Awareness Goal and to ensure appreciation of the cultural resources identified in the project, the Morgantown CLG will add the information, photos, maps and GIS coordinates to its Face Book page, the City of Morgantown web site and link to other web sites, such as Main Street Morgantown. Further awareness activities will include interviews on local television and radio programs, presentations during Public History classes at WVU and at the Morgantown History Museum. The CLG will also explore social media and Internet venues to disseminate survey results to a larger audience (**Objective 2.5**)

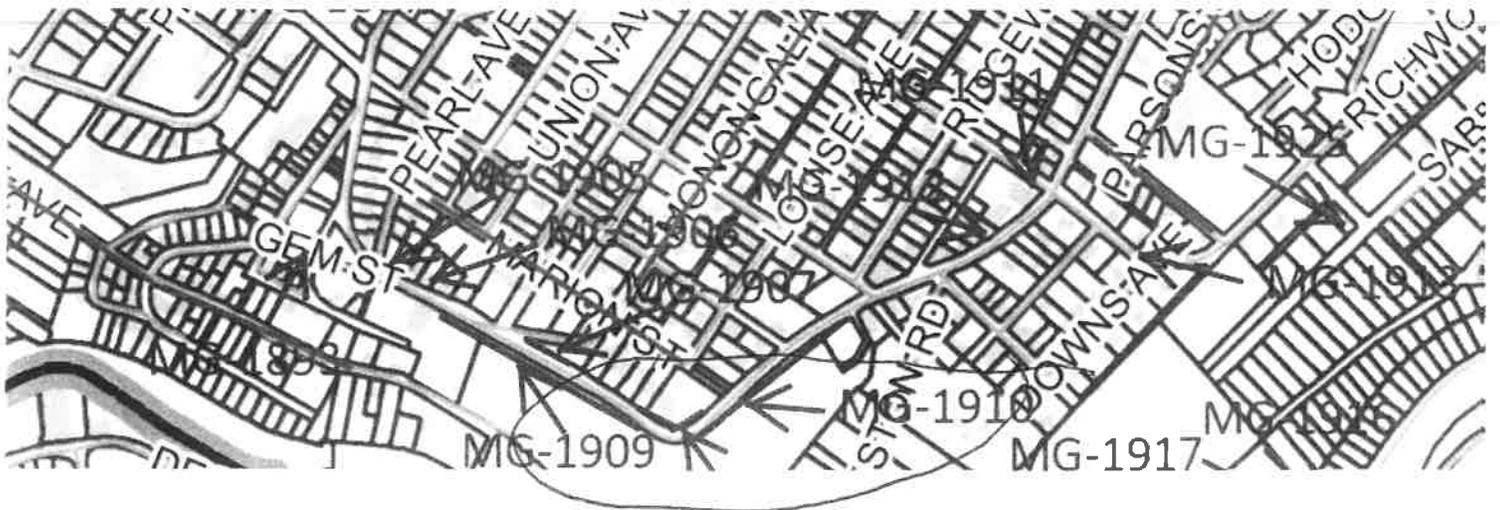
The Morgantown CLG believes this themed survey project meets **Objective 3.1** under the Identification Goal to expand inventories across the state that focus on underrepresented resource types.

The Morgantown CLG believes strongly in incorporating historic preservation into economic and community development to maintain a sense of place and will use results of this project to sustain already existing partnerships developed under the CLG's Roundtable activities that bring community organizations together to promote the Morgantown area as a tourist destination. This activity meets **Objective 4.4** under the Community and Economic Development Goal.

**Objective 5.2** of the Stewardship Goal may be met by using our Roundtable network to provide a more cohesive effort for preservation of the stone works identified during the New Deal stone resources Multiple Property documentation.



MG-1879 - Deckers Creek Wall



MG-1909  
MG-1910

Richwood Wall



MG 1882  
MG 1883

MG 1884  
Eighth Street  
FERA walls

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form for certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

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**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

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*CHECK\_\_IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

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*CHECK\_\_IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)



OFFICE OF CITY MANAGER

# The City of Morgantown

389 SPRUCE STREET  
MORGANTOWN, WEST VIRGINIA 26505  
(304) 284-7405

October 29, 2019

Pamela Brooks  
WV State Historic Preservation Office  
Division of Culture and History  
The Cultural Center  
1900 Kanawha Boulevard, E.  
Charleston, WV 25305

Dear Ms. Brooks:

I am writing this letter of support for the City of Morgantown's Historic Landmark Commission's application for a Survey and Planning Grant from the WV State Historic Preservation Office.

The application seeks funding for Multiple Property Documentation of the New Deal Stone Resources that were identified in Morgantown, Monongalia County, WV, in two previous Survey and Planning Grants.

I understand that the proposed resurvey is a 70/30 matching, reimbursable grant. The City of Morgantown will provide cash to support the 30% match of proposed budget.

Sincerely,

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