



OFFICE OF CITY CLERK

CITY OF CLARKSBURG

222 WEST MAIN STREET • CLARKSBURG, WV 26301 • PH. (304) 624-1673 • FAX (304) 624-6135
Email: awright@cityofclarksburgwv.com

OCTOBER 15, 2013

TO: URBAN RENEWAL AUTHORITY

**RE: A SPECIAL MEETING of the Urban Renewal Authority is
scheduled for:**

**DATE: THURSDAY, OCTOBER 17, 2013
8:30 A.M.**

**PLACE: CITY MANAGER'S CONFERENCE ROOM
(2ND FLOOR)
CLARKSBURG MUNICIPAL BUILDING
222 WEST MAIN STREET**

Attached hereto is Agenda for said meeting. If you are unable to attend **please notify the City Clerk at 624-1673.**

Paula Hardman
Recording Secretary

CC: Martin Howe, City Manager
Frank Ferrari, Director of Finance
Adam Barberio, Code Official
James A. Harris, Counsel for URA
Margaret Bailey, Council Representative
All News Media

CLARKSBURG URBAN RENEWAL AUTHORITY

SPECIAL MEETING

DATE: THURSDAY, OCTOBER 17, 2013
TIME: 8:30 A.M.
LOCATION: CITY MANAGER'S CONFERENCE ROOM (2nd Floor)
CLARKSBURG MUNICIPAL BUILDING
222 WEST MAIN STREET

A G E N D A

1. ROLL CALL
2. CONSIDERATION OF APPROVAL OF AGREEMENT WITH CENTRAL WEST VIRGINIA TRANSIT AUTHORITY FOR PAYMENT OF COSTS FOR DEMOLITION OF CENTRA BUS GARAGE
3. CONSIDERATION OF AWARD OF BID FOR DEMOLITION OF CENTRA BUS GARAGE LOCATED ON NORTH 4TH STREET
4. CONSIDERATION OF AGREEMENT AMONG THE CODE OFFICIAL, THE CITY OF CLARKSBURG AND THE CLARKSBURG URBAN RENEWAL AUTHORITY CONCERNING THE DEMOLITION OF THE CENTRA BUS GARAGE LOCATED ON NORTH 4TH STREET AND AUTHORIZATION FOR CHAIRPERSON OR VICE CHAIRPERSON TO EXECUTE, ACKNOWLEDGE AND DELIVER THE AGREEMENT ON BEHALF OF THE CLARKSBURG URBAN RENEWAL AUTHORITY
5. CONSIDERATION OF APPLICATION OF DIAMOND DEVELOPMENT FOR FAÇADE AT 201 W. PIKE STREET, FOR A CLARKSBURG DOWNTOWN EXTERIOR FAÇADE IMPROVEMENT GRANT PROGRAM GRANT AND AUTHORIZING THE PREPARATION AND EXECUTION OF THE GRANT AGREEMENT THEREFOR
6. ADJOURNMENT

THIS PAYMENT AGREEMENT (“this Agreement”) is entered into this ___ day of October, 2013 by and between **Central West Virginia Transit Authority (“CENTRA”)**, a _____, whose address is 208 North Fourth Street, Clarksburg, West Virginia 26301, and the City of Clarksburg Urban Renewal Authority (“**URA**”), a statutory corporation, whose address is 222 West Main Street, Clarksburg, West Virginia 26301. CENTRA and URA are sometimes hereinafter referred to collectively as the “Parties,” and individually as a “Party.”

WHEREAS, CENTRA owns property at 208 North Fourth Street in the City of Clarksburg, West Virginia, on which CENTRA’s Bus Garage is located (the “Property”);

WHEREAS, the URA has advertised for and received bids for the asbestos abatement and demolition of the Property from private contractors;

WHEREAS, the lowest responsible bid for the asbestos abatement and demolition of the Property (the “project”) was provided by Reclaim Company, LLC;

WHEREAS, subject to the execution of this Agreement on behalf of CENTRA, the URA will award the bid for the project to Reclaim Company, LLC (the “Contractor”) for an amount of Two Hundred Fifty-Five Thousand Nine Hundred Ninety-Nine Dollars (\$255,999) (the “bid”); and

WHEREAS, as hereinafter provided, CENTRA agrees to pay the URA the total cost of the project to be performed by the Contractor, including any change orders approved for the project and all engineering fees related to the project.

NOW, THEREFORE, This Payment Agreement Witnesseth: That for and in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. CENTRA will pay to the URA, by cashier's or certified check, Two Hundred Sixty-Four Thousand Forty Nine Dollars, (\$ 264,049.00), which represents the bid amount of Two Hundred Fifty-Five Thousand Nine Hundred Ninety-Nine Dollars (\$255,999.00) and engineering fees of Eight Thousand Fifty Dollars (\$8,050), for the project contemporaneously with the execution and delivery of this Agreement by the URA and CENTRA, which amount the URA will deposit to its demolition account and which will be utilized by the URA solely for payment of the project cost to the Contractor in accordance with payment terms contained in the Contract between the URA and the Contractor for the Project and for no other purpose.
2. The URA will contract with Reclaim Company, LLC (the "Contractor") to complete the project in accordance with the terms of the Contract. The URA will authorize and approve any necessary change order to the Contract and will notify CENTRA of the reason and need for any change order and the amount of any change order agreed to by the Contractor and the URA. CENTRA hereby agrees to any necessary change order approved by the URA and agrees that the amount of any change order will be included in the final project cost. CENTRA agrees

that as and when requested by the URA, it will make additional payments to the URA in the amount of each such change order within forty-eight (48) hours of the URA's request for such payment. If CENTRA shall fail to make any such payment as and when requested by the URA, CENTRA shall indemnify and hold the URA harmless from any liability that the URA may incur as a result of such failure, including, without limitation, any liability to the Contractor.

4. Upon completion of the project, the Contractor will issue a final invoice to the URA. After approval and acceptance of the invoice by the URA and its project manager, Stantec, the URA will notify CENTRA if any additional payments are required from CENTRA to pay the balance due to the Contractor for performance of the Contract. CENTRA agrees that any additional payments required will be paid by CENTRA to the Authority within forty-eight (48) hours of the URA's request for such payment.

5. The URA will notify CENTRA when the project cost has been paid in full, and shall provide a copy of the final invoice received from the Contractor, the cost for additional engineering fees, if any, and a copy of the check issued by the URA for the final payment to the Contractor.

Governing Law. This Agreement shall be governed by the laws of the State of West Virginia.

Assignment. Neither Party may assign its rights or obligations under this Agreement without the express written consent of the other Party. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties.

Notices. Any notice under this Agreement shall be in writing and shall be sufficiently given or served if delivered in person or if sent by registered or certified mail to the URA or CENTRA, as the case may be, at their following addresses, which shall prevail until written notice of change is given:

URA: Clarksburg Urban Renewal Authority
 Municipal Building
 222 West Main Street
 Clarksburg, West Virginia, 26301
 Attention: Chairperson

CENTRA: Central West Virginia Transit Authority
 208 North Fourth Street
 Clarksburg, West Virginia 26301
 Attention: John Aman, Manager

Time shall be computed from or to the delivery in person or the mailing of a notice, as the case may be. Time shall be computed by excluding the first day and including the last; if the last day is a Saturday, a Sunday or a legal holiday, it shall also be excluded. All notices shall be effective upon the date of transmission.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings among them in respect to the subject matter covered herein. No Party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

Duplicate Originals. This Agreement is executed in duplicate and each executed copy thereof shall be treated as an original.

IN WITNESSS WHERE OF, the Parties have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

CENTRAL WEST VIRGINIA TRANSIT AUTHORITY

By _____
John Aman, General Manager

CLARKSBURG URBAN RENEWAL AUTHORITY

By _____
Anthony O. Secret, Jr., Chairman

STATE OF WEST VIRGINIA)
 (TO-WIT:
COUNTY OF HARRISON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by John Aman, General Manager of Central West Virginia Transit Authority, a _____.

Notary Public

(NOTARIAL SEAL)

My commission expires: _____

STATE OF WEST VIRGINIA)
 (TO-WIT:
COUNTY OF HARRISON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Anthony O. Secret, Jr., Chairman of the Clarksburg Urban Renewal Authority, a statutory corporation.

Notary Public

(NOTARIAL SEAL)

My commission expires: _____

**CLARKSBURG URBAN RENEWAL AUTHORITY
ASBESTOS ABATEMENT AND DEMOLITION PROJECT**

BID TABULATION- CONTRACT 1

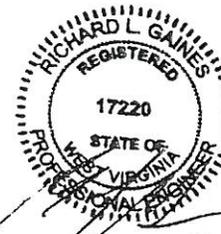
Bid Opening: SEPT 30, 2013 at 2:00 P.M.

Item	Quantity	Description with Unit Price Written	Reclaim Company, LLC PO Box 2162 Fairmont, WV 26555	
			Unit Price	Total Price
1	1	LS Abatement and Demolition of Structure at 11 4TH Street - Centra Bus Garage	\$255,999.00	\$255,999.00
TOTAL BID BASE				\$255,999.00
1	2400	CY Structural Fill Compacted		\$61,000.00
TOTAL DEDUCTIVE ALTERNATE				\$61,000.00



Stantec
111 Elkins Street
Fairmont, WV 26554

P: 304.367.9401



10-01-2013

Richard L. Gaines, P.E.

A RESOLUTION OF THE URBAN RENEWAL AUTHORITY OF THE CITY OF CLARKSBURG, WEST VIRGINIA, TO AUTHORIZE THE CHAIRPERSON OF THE URBAN RENEWAL AUTHORITY TO EXECUTE AN AGREEMENT WITH CODE ENFORCEMENT OFFICIAL OF THE CITY OF CLARKSBURG AND THE CITY OF CLARKSBURG FOR THE ASBESTOS ABATEMENT AND DEMOLITION OF THE STRUCTURES LOCATED AT 208 NORTH FOURTH STREET IN THE CITY OF CLARKSBURG.

WHEREAS, the Council of the City of Clarksburg (the "Council") by Ordinance adopted on December 1, 2005, approved an Amended Urban Renewal Plan for the demolition of dilapidated residential and non-residential structures and fire-damaged residential and non-residential structures situate in the City of Clarksburg (the "Urban Renewal Plan");

WHEREAS, the City, through its Code Enforcement Department, has heretofore caused a Demolition Order to be issued with respect to the structures located at 208 North Fourth Street in the City of Clarksburg, Harrison County, West Virginia (the "Site");

WHEREAS, under the State Building Code as adopted by the City, the Code Enforcement Official of the City of Clarksburg (the "Code official") has the authority to cause structures which are so old, dilapidated or have become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structures, to be razed and removed through an available public agency;

WHEREAS, in the exercise of his authority, the Code official has requested that the Authority undertake the removal of asbestos-containing materials from and demolition of said structures;

WHEREAS, the Authority is willing to undertake the removal of asbestos-containing materials from and demolition of said structures pursuant to the Urban Renewal Plan;

WHEREAS, the Code official, the Authority and the City have reduced to writing their agreement concerning the removal of asbestos-containing materials from and demolition of said structures;

WHEREAS, the Authority will enter into a Payment Agreement with the Central West Virginia Transit Authority pursuant to which the Central West Virginia Transit Authority will provide the funds to the Authority for payment of all costs related to the removal of the asbestos-containing materials from and demolition of said structures; and

WHEREAS, the Agreement among the Code official, the City and the Authority has been reviewed by the Urban Renewal Authority.

NOW, THEREFORE, BE IT RESOLVED, that the Chairperson of the Urban Renewal Authority be and hereby is authorized, empowered and directed to execute said Agreement, a copy of which is attached hereto and by reference made a part hereof, and to deliver said Agreement to the Code Official of the City of Clarksburg and the City of Clarksburg.

PASSED by the City of Clarksburg Urban Renewal Authority, this _____ day of October, 2013.

Anthony O. Secret, Jr., Chairperson

ATTEST:

Annette M. Wright, City Clerk

THIS AGREEMENT, Made this _____ day of October, 2013, by and between John Keeling, the official charged with the administration of the State Building Code adopted and incorporated by reference in the Codified Ordinances of the City of Clarksburg as Article 1720 (hereinafter "the Code official"), the CLARKSBURG URBAN RENEWAL AUTHORITY, a statutory corporation (hereinafter referred to as "the Authority"), and the CITY OF CLARKSBURG, a municipal corporation (hereinafter referred to as "the City").

RECITALS

WHEREAS, the Council of the City of Clarksburg ("the Council") by Ordinance adopted on December 1, 2005, approved an Amended Urban Renewal Plan ("the Plan") for the demolition of dilapidated residential and non-residential structures and certain fire-damaged residential and non-residential structures situate in the City of Clarksburg, Harrison County, West Virginia, the Plan having been recommended by the Authority to the Council pursuant to the requirements of West Virginia Code § 16-18-5(b) and 26;

WHEREAS, the City, through its Code Enforcement Department, has heretofore caused a Demolition Order to be issued with respect to the structures located at 208 North Fourth Street in the City of Clarksburg, Harrison County, West Virginia;

WHEREAS, under the State Building Code as adopted by the City, the Code official has the authority to cause structures which are so old, dilapidated or have become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to be razed and removed through an available public agency;

WHEREAS, in the exercise of his authority, the Code official has requested and hereby requests that the Authority undertake to abate the asbestos from and demolish said structures;

WHEREAS, the Authority is willing to undertake to abate the asbestos from and demolish said structures pursuant to the Plan and upon the terms and conditions set forth herein; and

WHEREAS, the Code official, the Authority and the City desire to reduce to writing their agreement concerning the abatement of asbestos from and the demolition of said structures.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises, the covenants and agreements and the representations of the Code official and the City hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Request by Code official. The Code official hereby confirms his request to the Authority that the Authority undertake to abate the asbestos from and demolish said structures.

2. Scope of Work. Pursuant to the Plan, the Authority shall contract with an independent contractor for the asbestos abatement from and the demolition of the structures located at 208 North Fourth Street in the City of Clarksburg, Harrison County, West Virginia, (“the Site”) and for the disposal of all material resulting from the asbestos abatement from and the demolition of said structures, including asbestos-containing material, to be removed from the Site and disposed of in compliance with all federal, state and local rules and regulations, all of which is hereinafter collectively referred to as “the work”.

3. Payment. The Authority will enter into a Payment Agreement with the Central West Virginia Transit Authority pursuant to which the Central West Virginia Transit

Authority shall pay the Authority for the work a sum equal to the amount of the contract price for the work.

4. Commencement and Completion Dates. The Authority shall make all reasonable and diligent efforts to assure that the work will be commenced by an independent contractor on or before _____, and will be completed on or before _____, (“the Completion Date”); provided, however, the Authority shall not be in default under this Agreement if the work is not commenced on or before _____, nor if the work is not completed by the Completion Date.

5. Assignment. The Authority shall not assign this Agreement or any part hereof without the prior written consent of the Code official and the City.

6. Representations, Covenants and Warranties: The City represents, warrants and covenants to and with the Authority as follows:

a. The City is a municipal corporation under the laws of the State of West Virginia and has all requisite power and authority to own and operate its properties and carry on its business as now conducted and proposed to be conducted, to enter into this Agreement and to carry out all of the terms hereof.

b. The execution, delivery and performance of this Agreement by the City and the consummation of the transaction contemplated hereby have been duly authorized by all necessary ordinances and/or resolutions, and will not violate or conflict with or constitute a default under any provision or term of (i) the Charter of the City, or (ii) any contract, agreement, instrument, commitment, judgment, court order or decree, statute or governmental rule or regulation to which the City is a party or by which it or its property is bound.

c. The City has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in

accordance with its terms, except as the same may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors generally.

d. John J. Keeling is the Code official charged with the administration and enforcement of the State Building Code as adopted by the City.

7. Right of Entry. The Code official hereby grants and assigns to the Authority the right of entry upon the Site for the purpose of asbestos abatement from and demolition of the structures located on the Site only and represents and warrants to the Authority that, pursuant to Article 1720 of the Codified Ordinances of the City of Clarksburg, the Code official has the right to enter upon the Site for the purpose of asbestos abatement from and demolition of the structures on the Site and further represents and warrants to the Authority that he has the right to grant and assign to the Authority the right to enter upon the Site for the purpose of asbestos abatement from and demolition of the structures on the Site.

8. Indemnification: The City agrees to indemnify, defend and hold the Authority harmless from any liability, including, without limitation, any liability to the owner of the Site, resulting from the breach of any of the representations, covenants and warranties of the Code official or of the City contained in this Agreement, including, without limitation, the representation, covenant and warranty that the Code official has the right to enter upon the Site for the purpose of asbestos abatement from and demolition of the structures on the Site and has the right to grant and assign said right to the Authority.

9. Further Action: The City agrees to take such further action from time to time, as may be required of it to fully implement this Agreement.

10. Notices: Any notice to be given under the terms of this Agreement shall be sufficient if addressed and delivered in person or by mail. The following addresses shall prevail until notice of change is given:

If to the Code official: John J. Keeling
Municipal Building
222 West Main Street
Clarksburg, West Virginia 26301

If to the Authority: Clarksburg Urban Renewal Authority
Attention: Chairperson
Municipal Building
222 West Main Street
Clarksburg, West Virginia 26301

If to the City: City Manager
Municipal Building
222 West Main Street
Clarksburg, West Virginia 26301

11. Headings: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

12. Governing Law: This Agreement shall be construed in accordance with the laws of the State of West Virginia.

13. Entire Agreement: This Agreement supercedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties concerning its subject matter.

14. Invalid Provision: The invalidity or unenforceability of any particular provision in this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.

15. Counterparts: This Agreement is executed in three counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. One counterpart has been delivered to each party hereto and shall remain in the possession thereof.

IN WITNESS WHEREOF, John J. Keeling, as Code official for the City of Clarksburg, has executed this Agreement and the Clarksburg Urban Renewal Authority and the City of Clarksburg have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

John Keeling
Code official for the City of Clarksburg

CLARKSBURG URBAN RENEWAL
AUTHORITY

By: _____
Its Chairperson

THE CITY OF CLARKSBURG

By: _____
Its City Manager

ATTEST:

Annette M. Wright, City Clerk

STATE OF WEST VIRGINIA)
 (TO-WIT:
COUNTY OF HARRISON)

The foregoing instrument was acknowledged before me this _____ day of October, 2013, by John Keeling, Code official for the City of Clarksburg.

Notary Public

(NOTARIAL SEAL)

My commission expires: _____

SUMMARY
Outstanding Demolition Payment Agreements
As Of September 30, 2013

	<u>Address of Property Demolished</u>	<u>Owners/Debtor's Name</u>	<u>Monthly Payment</u>	<u>Monthly # of Payments Remaining</u>	<u>Balance Principal & Interest</u>
1)	1738 Junkins Avenue	Frances L. Insani	\$ 29.02	5	\$ 116.08
2)	1729 1/2 Baltimore Avenue	Vera Llanes	\$ 51.06	3	\$ 101.12
3)	1110 N 19th Street	Delories Garner	\$ 19.29	3	\$ 57.87
4)	400 St Mary's Avenue	Your Chef, Inc. Louis Bonasso	\$ 165.83	10	\$ 1,658.25
5)	453 S. Chestnut Street	Terry Riley	\$ 47.84	23	\$ 1,052.48
6)	2310 West Virginia Avenue	Drew & Felisha Eddy	\$ 49.22	30	\$ 1,427.39
7)	907 West Pike Street	Roberto Flores	\$ 95.28	29	\$ 2,667.84
8)	517 Jessie Street	Shawn Ortega	\$ 45.34	33	\$ 1,450.88
9)	802 Baltimore Avenue	Molly Dennison	\$ 100.00	28	\$ 2,800.00
10)	252-252 1/2 Worley Avenue	Alp Greynolds	\$ 107.28	40	\$ 4,183.50
11)	321 Broadway Ave	Steve Arikos	\$ 77.70	41	\$ 3,185.70
12)	170 East Pike Street	Richard Jones	\$ 3,228.33 (annual)	3	\$ 9,684.99
13)	510-512 Bell Street	Dorothy Turner	\$ 100.00	100	\$ 10,005.00
14)	844 Milford Street	Robert Edge	\$ 126.31	26.5	\$ 3,347.21
15)	428 Spring Avenue	Richard & Nancy Colvin	\$ 201.53	4	\$ 1,007.65
Total Principal & Interest To Be Collected					\$ 42,745.96