

July 27, 2021 @ 8:30am

Town Clerks Office.

Agenda:

1. Review 06/15/21 Minutes
2. The State Park Foundation Sponsorship Agreement,
3. Budget for Building Permits – Tabled until July
4. Olde English Cemetery & Tree Damage. Update
5. Myers Street Roof & Tree Damage – No Change
6. Insurance update to cover the Cemeteries – No Change
7. American Rescue Plan (ARP)
8. Change in Health Insurance Carrier to PEIA
9. Budget Revisions
10. Historic Landmark Grant
11. Legal Representation
12. Deck Update
13. Allocation of balance of the Hotel/Motel funds

Minutes: In attendance were: Chris Chapman, Beth Skinner, Susan Webster, Pete Brown, Rebecca MacLeod, Greg Forney, Rick Weber, Scott Merki and Sharron Corrick.

1. Review of the minutes, no changes required.
2. Pete and Rebecca presented information regarding the agreement between the State Park and the Town. There are no funds discussed in the agreement but the consensus was that there should be something in place prior to the Town signing the DOH document as the sponsor. The agreement mimics the Town/Morgan County agreement that was completed for Streetscapes. At this time there are several issues that need to be resolved with the drawings, 1 would be the bridge, should it be repaired or replaced.
3. Susan, Beth, Chris and Greg attended a meeting with the Morgan County Planners and shared the information they acquired. There was a lot of discussion regarding how the building permits should be handled and if the Town should even continue with this process. Chris suggested the building code ordinance should be repealed and pursue the subdivision ordinance of 2000 and add fees. Since the Town is in a flood plain and most of the permits have to run through Morgan

County planners, Scott and Chris thought there was a MOU filed in 2016 or 2017 addressing this. Sharron will look for that.

4. Sharron explained that there has been no movement on removing the trees that council approved last fiscal year. The Tree board stated that they have not heard from Mr. Roe regarding the movement of some of his tenants' cars and access from his property to the Cemetery. Mr. Roe claimed he has not heard from anyone and now his roof is leaking. Sharron did send a letter from the Tree board to Mr. Roe. Sharron will talk to the Tree board at their next meeting.
5. No change at Myers St. due to the additional expense of the deck, finding rotten wood on the building.
6. Sharron asked Greg to look into if there would be any insurance for damages to the Cemetery, such as head stones, flowers, downed trees etc., she explained that the building and equipment are currently covered.
7. There was a long discussion on the ARPA and how the money could be spent. The Town currently received \$132K with the balance of \$118K due by the summer of 2022. Rebecca explained that while it could not be used to match some grants like EPA funds, she felt it could be used for TA grants, which is the type of funds Streetscape uses. Pete presented information that showed they project to be approx. \$56K short for phase 4B. Sharron explained that the Town needed to form a committee to allocate these funds as originally it was thought that they could only be used for water/sewer projects, infrastructure and broadband, the Interim final rule explains the uses in more detail. Sharron explained that the Town needs to file for the lost revenue from the gambling revenue and the additional compensation for employees that worked through the Covid period.
8. Sharron explained the cost savings for the Town and BSWW by switching the insurance to PIEA.
9. Sharron explained that she was waiting on a call from the WVSAO regarding recoding the correct beginning balance from the bank statement for the Unassigned fund and if she could just increase the revenue in one of the other accounts, hence no change in the budget amount.
10. The Town still has no information regarding the Landmark Committee, no minutes, bank statements or data on the survey or grant. Susan suggested getting Dick involved and Scott said he would reach out to Ryan first.
11. Sharron explained that if the legal cost increased and reduction in another line item would have to offset it. She would watch the costs.
12. The new deck was discussed, unfortunately there is no option here. The old one was dangerous and not ADA compliant. Once removed there were damages to the building that also needed to be repaired. Clyde Somers generously donated his time and the Town has to purchase the material that will be close to \$20K. The community garden was also discussed, Lee Baron was interested in the soil if it needed to be removed. If that's the case the Cemetery could also use it. The Gardens will be taken back this year after the growing season to repurpose as parking.
13. The balance in the Hotel/Motel account of \$7,600.00 can be allocated to the Cemetery.

**Streetscape Committee Meeting 7-15-2021
Town Building Conference Room – 4 pm**

Some Notes from the Discussion: (Sally, Pete, Rebecca, Tom - in RED Text)

- Town Sponsor Support aspects for BSSP Project – what needs to happen prior to Scott signing the DOH Funding Agreement as “Sponsor”
 - A finalized Funding Agreement that is acceptable to DOH, State Park Management, Town of Bath, & the Park Foundation
 - Issues with June 4th Version sent to Town by DOH – should the Agreement contain both FY18 and FY19 TA Grants and their required matching funds? Or just the FY18 Grant and Match? Current project estimate is within this Grant and Match
 - **Basic recommendation is to bite the bullet and identify both FY18 and FY19 Grants and their Matching Funds (\$95,200) – sign the Funding Agreement for this amount and send the \$95,200 check to DOH. In addition, add a paragraph in the Funding Agreement that requires DOH to return any un-used portion of the \$95,200 Match to the Town (and the Foundation) within 14 days of contract award.**
 - A formal Sponsorship Agreement between the Town (Council) and the Park Foundation
 - Formalizes the fact that the Town (as the required government body that is acting as “Sponsor”; has no funds to support the required Sponsor Match and that these funds are available at the Park Foundation and must be sent to the Town in order for the Town (Mayor) to sign the DOH Funding Agreement. A DRAFT was sent to the Park Foundation in late May. The Town Council likely needs to formally approve this Sponsorship Agreement at a properly noticed meeting. This may also require a prior legal review.
 - **Pete B. & Rebecca are updating the Draft Sponsorship Agreement to cover any version of the June 4th DOH Funding Agreement. The Revised Draft will be available for the Monday 7-19 Foundation Meeting. The Foundation should obtain a legal review if needed.**
 - The formal DOH Funding Agreement requires a Resolution by the Town Council (page 2 of the June 4th DOH Agreement)
 - **Rebecca & Pete will draft the necessary Town Council Resolution that will cover nbith the Sponsorship Agreement and the DOH Funding Agreement.**
 - The next scheduled Town Council Meetings are:
 - July 27th **(PeteB. & Rebecca will discuss this situation at 7-27 Finance Committee)**
 - Aug 3rd ?
 - Aug 17th ?
 - The final Drawings should be approved or at least accepted by the State Park (Management & Foundation)
 - **Discussed with Tom Miller; he and Pete Gordon have copies of latest Thrasher drawings. These should be shared with Park Management and the design needs t be “accepted” by both Park Management & the Foundation. We also need the latest Cost Estimate from Thrasher including the 13% admin amount.**

DRAFT Outcomes from the Streetscape Committee Meeting 7-15-2021
Town Building Conference Room – 4 pm

AGENDA

- **Planned Plantings for the Washington St planter boxes.**
 - Tree planting is planned for July 30th
 - Other plantings available and likely planted after the trees
 - Town (Rodney) or possibly the Water Dept will be requested to water all plants (Planters and Congress St Rain Gardens)
 - Need to re-work the main entrance to the rain gardens at Wilkes St – eventually will likely be choked by debris or weed growth
 - The curb-cuts for the three lower gardens need to be built-up somewhat to better direct the storm water into those gardens. Need a simple sketch of how to best do this with asphalt or other material. (Pete & Tom to figure out)

- **Strategy for completing Design for Phase 4B & the rest of Phase 4**
 - Avoid having to add a Town “Match” in order to complete the Phase 4 drawings to Construction Grade. This was a DOH task that was taken from the Town with the intent to provide a complete set of drawings
 - DOH (Scouler) indicted that the timeframe to re-start the Phase 4 design was a “few weeks”. Pete told Mark that it was inappropriate to ask the Town to provide a “Match” for the Phase 4 drawings.
 - For the Phase 5 design (upper Wilkes St, etc) Mark has stated that this new design Grant would require a Match.
 - Pete provided a full set of comments on the existing 30% drawings based on a walk-thru with Tom Miller. Thrasher was given these comments in early May.
 - For Phase 4B (Grant application submitted) – At the July 27th Finance Committee meeting, plan to present a request for a portion of the ARPA funds that will be coming to the Town. Total ARPA funds this year may be \$125K of the total \$250K that should be coming to the Town). The funds would support the required 20% Match for the FY21 TA Grant Application. That application was for \$380K with a \$95K Match. We also included the FY18 TA remaining funds of \$16,997 which require an additional Match of \$4,249 for a Total Match of \$99,249 for Phase 4B.

- **Alternatives for non-TA Grants to address needed drainage work on Mercer (Independence to Union)**
 - There may be alternatives, but we need a basic concept design to get started
 - Concept should be aligned to the FY20 TA Grant request for an “Urban Trail” that would connect the Arts District (Ice House area at Independence and Mercer) to Williams St near the NBRT trail head.
 - Concept would include resolution of the drainage problems along the east side of Mercer near Union St.
 - Concept costs estimated in the \$50K range – funding source not yet identified.
 - This is a follow-on action from the Focus Grant work.

- **Who is replacing the wall along the Run near Congress St?**
 - County job – wall work is not exactly as originally thought – (Rebecca has details)
 - Ask the County for the contract & cost info – possible future planning for other wall/Run work – and possibly useful for BSSP wall work.

Other Topics:

Berkeley Springs State Park Project – See Attached Outcomes – sent to Pete Gordon on July 16th

Pete Brown

**SPONSORSHIP AGREEMENT
BETWEEN THE
BERKELEY SPRINGS STATE PARK HISTORICAL FOUNDATION
AND THE
TOWN OF BATH COUNCIL**

This Agreement is entered into between the Berkeley Springs State Park Historical Foundation and the Town of Bath upon official action by both governing bodies.

I. PURPOSE

The purpose of this Sponsorship Agreement is to establish the conditions and terms for the support by the Town of Bath (hereafter, Town) for the Berkeley Springs State Park Historical Foundation, Berkeley Springs, West Virginia (hereafter, Foundation) for State Project U333-BER/SP-1.00 for Berkeley Springs State Park Improvements (hereafter, Project). The Town is the Sponsor of record for this Project.

The Project is supported by two Transportation Alternative (TA) Grants (80% of project cost) awarded to the Sponsor (Town) by the WV Division of Highways (WVDOH) and by funds (20% of project cost) raised by the Foundation to match these grants. The Sponsor is a government entity as required by the grant, but is not providing any matching funds for the Project. Foundation funds will be provided to the Town for the entire 20% of the total project cost.

II. AUTHORITIES

The Town enters into this Sponsorship Agreement under the authority of the Laws of West Virginia, specifically delegated under the WV Code Chapter 8 Municipal Corporations, Article 23 Intergovernmental Relations - Contracting and Joint Enterprises, Part II. Intergovernmental Agreements and Contracts §8-23-3. Intergovernmental Agreements Generally, and WV Code §8-12-51).

The Foundation enters this Agreement under the authority of the Laws of West Virginia, specifically delegated under the WV Code Chapter 20 Natural Resources Article 5A State Parks and Recreation Endowment Fund and in accordance with Chapter 12 Public Moneys and Securities.

III. MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The Foundation will provide to the Town sufficient funds as required by an Agreement between WVDOH and the Sponsor (the Town). An approved Agreement is a requirement of WVDOH prior to solicitation for Project construction bids.

Once the appropriate funds have been placed in the Town's account, as the Project Sponsor, the Town will review and approve an Agreement with WVDOH. Upon approval at the earliest possible time, the Agreement and a Town check for the required 20% match will be forwarded to WVDOH for final approval of the Agreement between the Town and WVDOH known as:

AGREEMENT for STATE PROJECT:
 U333-BER/SP-1. 00
 FEDERAL PROJECT:
 Construction: TAP-2018(240)D
 BERKELEY SPRG ST PARK IMPR
 TRANSPORTATION ALTERNATIVES
 MORGAN COUNTY

This Agreement defines, in general terms, the basis on which the signatory organizations will cooperate and, as such, does not obligate the expenditure of any funds not identified above. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory agency, to the extent that its participation is required. Any endeavor or activity that involves the transfer of funds, services, or property between the signatory organizations will require execution of a separate action.

During the bidding and award process, WVDOH may determine that additional TA Grant funds and matching funds will be required. This may result in preparation of a Supplemental Agreement regarding additional funds. In this case, the understanding and responsibilities identified in this Sponsorship Agreement will continue to apply.

Should the Contract Award by WVDOH result in less funds than specified in the WVDOH Agreement, the portion of these reduced funds identified as part of the original 20% match will be returned to the Foundation.

IV. PERIOD OF SPONSORSHIP AGREEMENT

This Sponsorship Agreement shall take effect on the approval and signature of both governing units and shall remain in effect for not more than one year from the date of execution. Either unit may request to extend or amend this Agreement. Such an amendment shall become effective upon written Agreement by both governing units.

V. AUTHORIZATION

Both the Berkeley Springs State Park Historical Foundation and the Town of Bath, by its Town Council and Mayor, have approved the terms of this Agreement, at a properly noticed meeting with a quorum present, and a written record of such approval shall be made by the Foundation and the Town.

VI. GENERAL

This Agreement shall be constructed according to the laws of the State of West Virginia.

BERKELEY SPRINGS STATE PARK HISTORICAL FOUNDATION

BY: _____

DATE: _____

TOWN OF BATH

BY: _____

DATE: _____

Scott Merki, Mayor



Town of Bath

271 Wilkes Street, Berkeley Springs, WV 25411

Phone 304-258-1102 Fax 304-258-2638

Town of Bath

Resolution 2021-XX

A resolution to authorize the signing of a Sponsorship Agreement between the Town of Bath and the Berkeley Springs State Park Historical Foundation. The Town of Bath is acting as the governmental Sponsor of two Transportation Alternative (TA) Grants that are being used to fund the construction of improvements in the Berkeley Springs State Park. The Berkeley Springs State Park Historical Foundation is the source of the 20% Matching Funds required by these TA Grants. The Sponsorship Agreement identifies the responsibilities of the Foundation and the Town regarding the movement of Matching Funds from the Foundation to the Town and subsequently to WV-DOH to support the solicitation and award of the construction contract.

Whereas; the Town of Bath, as Sponsor, has received two Transportation Alternative construction grants to improve sidewalks, bridges, retaining walls, and ADA compliance within the Berkeley Springs State Park.

Whereas; funding for the project requires a 20% match of the TA Grant funds from the Sponsor

Whereas; funding of the 20% Match is the responsibility of the Berkeley Springs State Park Historical Foundation

Whereas; the Town of Bath (as Sponsor) must approve a Funding Agreement between the WV-DOH and the Town of Bath

Whereas; the Town of Bath requires this 20% Match funding to be forwarded to a Town Account in advance of the Town's approval of the WV-DOH Funding Agreement

Now therefore, be it resolved; by the Town of Bath Council that the Mayor for the Town of Bath is authorized to execute said Sponsorship Agreement with the Berkeley Springs State Park Historical Foundation and any additional agreements or documents on behalf of the Town of Bath to obtain these matching funds.

Given under my hand and Seal of the
Town of Bath, County of Morgan, West Virginia
In the Town of Bath this ___ day of _____ 2021

By the Mayor of the Town of Bath

_____ Date: _____
Scott Merki

Attest:

Clerk of the Town of Bath

_____ Date: _____
Sharron A. Corrick