



The City of Morgantown

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

Office of the City Clerk

AGENDA MORGANTOWN CITY COUNCIL REGULAR MEETING

June 16, 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. 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-75> 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. In the email, please use the subject line "Public Comment 06/16/2020" 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. **APPROVAL OF MINUTES:** June 2, 2020, Special Meeting minutes; June 2, 2020, Regular Meeting minutes

4. **CORRESPONDENCE:**

5. **PUBLIC HEARINGS:**

- A. AN ORDINANCE AUTHORIZING AN EASEMENT TO SEGRA AT THE MORGANTOWN MUNICIPAL AIRPORT
- B. AN ORDINANCE AUTHORIZING AN EASEMENT TO CITYNET AT THE MORGANTOWN MUNICIPAL AIRPORT
- C. AN ORDINANCE ACCEPTING EASEMENT AT RIVERVIEW DRIVE
- D. REMOVAL OF BLUE CURB PARKING ON EIGHTH STREET

6. **UNFINISHED BUSINESS:**

- A. BOARDS & COMMISSIONS:

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

8. SPECIAL COMMITTEE REPORTS:

9. 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 AUTHORIZING AN EASEMENT TO SEGRA AT THE MORGANTOWN MUNICIPAL AIRPORT (First reading June 2, 2020)**
- B. AN ORDINANCE AUTHORIZING AN EASEMENT TO CITYNET AT THE MORGANTOWN MUNICIPAL AIRPORT (First reading June 2, 2020)**
- C. AN ORDINANCE ACCEPTING EASEMENT AT RIVERVIEW DRIVE (First reading June 2, 2020)**
- D. AN ORDINANCE AUTHORIZING AN EASEMENT TO ZAYO AT THE MORGANTOWN MUNICIPAL AIRPORT (First Reading)**

10. NEW BUSINESS:

- A. Consideration of APPROVAL of A RESOLUTION APPROVING THE 2020-2021 BUDGETS FOR THE MORGANTOWN MUNICIPAL AIRPORT FUND, THE AIRPORT IMPROVEMENT FUND, THE SALES AND USE TAX FUND, AND THE METROPOLITAN THEATRE FUND**

11. CITY MANAGER'S REPORT:

Information:

- A. Morgantown Police Department and Code of Conduct**
- B. Update on Pennsylvania Avenue encampment**
- C. Update on 2020 Census**

New Business:

- A. Bid Award for Remaining Forest Avenue House Demolition**
- B. City Appointment with Mon County Development Authority**

12. REPORT FROM CITY CLERK:

13. REPORT FROM CITY ATTORNEY:

14. REPORT FROM COUNCIL MEMBERS:

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

16. ADJOURNMENT:

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

City of Morgantown

SPECIAL MEETING

June 2, 2020

The Special Meeting of the Common Council of the City of Morgantown was held via Webex on Tuesday, June 2, 2020, at 6:10 p.m.

City buildings remain closed to the public to protect public health during the COVID-19 pandemic. Personal attendance at the meeting will not be permitted. When it is time, the public may participate 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, Mayor William A. Kawecki, Deputy Mayor Rachel Fetty, and Council Members Jenny Selin, Ron Dulaney, Dave Harshbarger, and Barry Wendell. Zackary Cruze was absent.

The meeting was called to order by Mayor Kawecki.

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 Wendell, second by Councilor Selin, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:12 p.m.

Health & Wellness Commission

6:00 p.m. – Richard Goldberg

6:20 p.m. – Ray Glymph

ADJOURNMENT:

There being no further business, motion by Councilor Dulaney, second by Councilor Wendell, to adjourn the meeting. Time: 7:08 p.m.

City Clerk

Mayor

**AN ORDINANCE AUTHORIZING AN EASEMENT TO SEGRA 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 LUMOS NETWORKS OF WEST VIRGINIA, INC., a West Virginia corporation duly authorized to conduct business in the state of West Virginia and operating under the registered tradename Segra, party of the second part, GRANTEE.

WITNESSETH: That for and in consideration of the payment of **Two Thousand Two Hundred 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) approximately **728 feet (728')** of subsurface 4-inch high-density polyethylene conduit housing fiber optic cable,
- (2) A single aboveground pole, not to exceed **39** feet in height, in the location identified in the FAA 1A Survey Certification and subject to all conditions in the Determination of No Hazard to Air Navigation included in **Exhibit 1** to this Agreement, or as authorized by application approved by GRANTOR and under FAA form 7460-1 and in adherence to the Grant Assurances required under Federal Aviation order 5190.6b, or the successor forms or orders thereto.
- (3) Related facilities that are necessary and appurtenant to the facilities identified in the foregoing paragraphs (1) and (2) such as conductor, transformers, anchors, guys, and appurtenances related to the facilities, provided that such facilities are placed underground or are authorized by a Determination of No Hazard to Air Navigation issued by FAA.

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

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

15' Permanent Utility Easement

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

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

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

10' Permanent Utility Easement

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

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

The Permanent Utility Easement shall be 10.00 feet in width, 5.00 feet on either side of the above-described centerline having a total area of 629 square feet more or less, as shown on 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) upon prior written approval of GRANTOR to access facilities by excavation or other means.

(h) If requested by GRANTOR, GRANTEE shall relocate said facilities to a mutually agreeable location on GRANTOR’s lands, at GRANTEE’s expense, when determined necessary by GRANTOR in connection with maintenance or improvements to GRANTOR’s property. If GRANTOR requires that relocation will occur outside the Easement Area, the parties will enter into a separate agreement providing for dedication of the new easement area and abandonment of the easement where facilities will no longer be located.

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

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

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

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

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

DECLARATION OF CONSIDERATION

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

WITNESS the following signature and seal:

THE CITY OF MORGANTOWN, West Virginia,
a municipal corporation

By: _____
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}

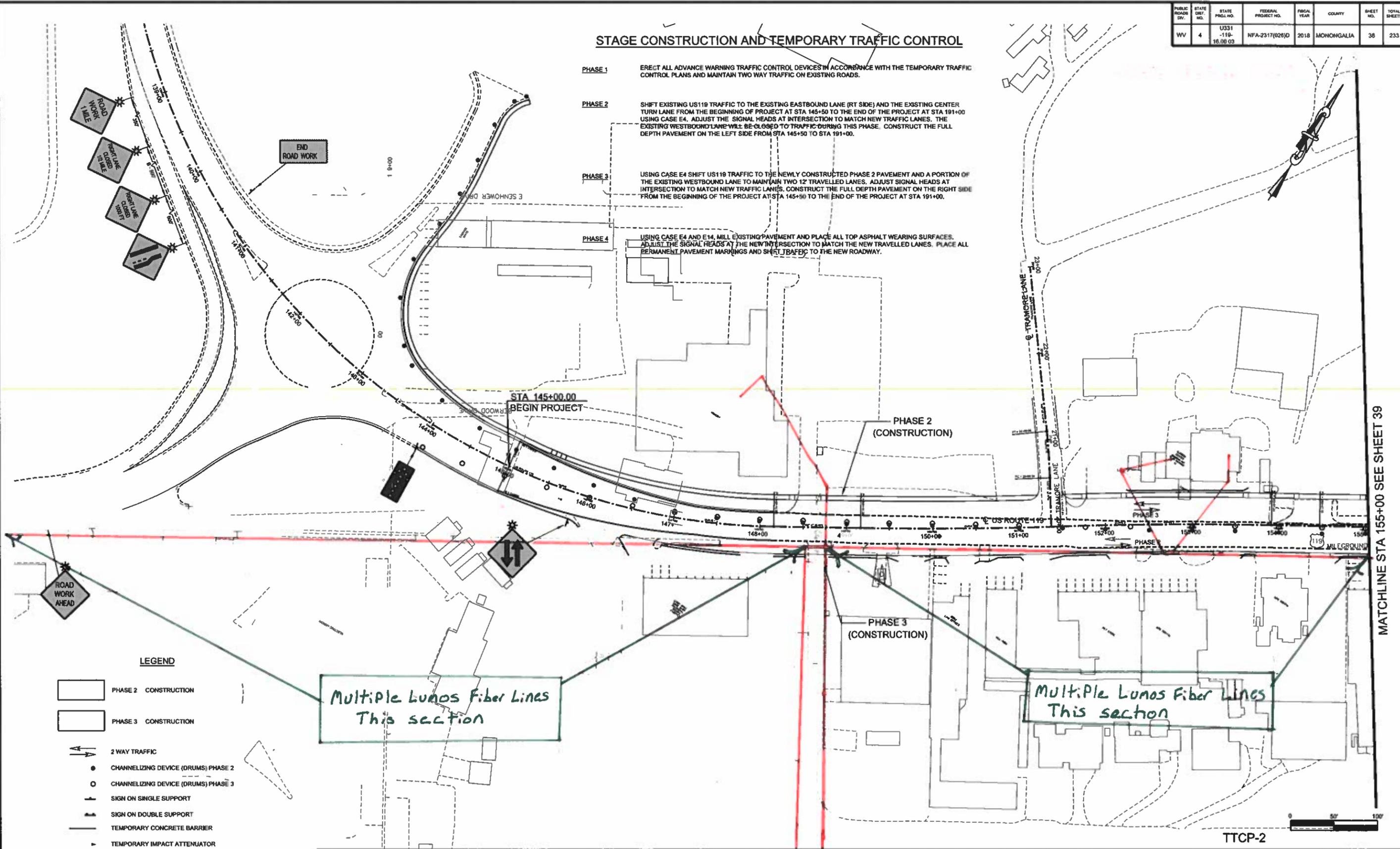
Notary Public

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

PUBLIC ROAD DIST.	STATE DIST. NO.	STATE PROJ. NO.	FEDERAL PROJECT NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	4	U331-119-16.00 03	NFA-2317(020)D	2018	MONONGALIA	38	233

STAGE CONSTRUCTION AND TEMPORARY TRAFFIC CONTROL

- PHASE 1** ERECT ALL ADVANCE WARNING TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEMPORARY TRAFFIC CONTROL PLANS AND MAINTAIN TWO WAY TRAFFIC ON EXISTING ROADS.
- PHASE 2** SHIFT EXISTING US119 TRAFFIC TO THE EXISTING EASTBOUND LANE (RT SIDE) AND THE EXISTING CENTER TURN LANE FROM THE BEGINNING OF PROJECT AT STA 145+50 TO THE END OF THE PROJECT AT STA 191+00 USING CASE E4. ADJUST THE SIGNAL HEADS AT INTERSECTION TO MATCH NEW TRAFFIC LANES. THE EXISTING WESTBOUND LANE WILL BE CLOSED TO TRAFFIC DURING THIS PHASE. CONSTRUCT THE FULL DEPTH PAVEMENT ON THE LEFT SIDE FROM STA 145+50 TO STA 191+00.
- PHASE 3** USING CASE E4 SHIFT US119 TRAFFIC TO THE NEWLY CONSTRUCTED PHASE 2 PAVEMENT AND A PORTION OF THE EXISTING WESTBOUND LANE TO MAINTAIN TWO 12 TRAVELLED LANES. ADJUST SIGNAL HEADS AT INTERSECTION TO MATCH NEW TRAFFIC LANES. CONSTRUCT THE FULL DEPTH PAVEMENT ON THE RIGHT SIDE FROM THE BEGINNING OF THE PROJECT AT STA 145+50 TO THE END OF THE PROJECT AT STA 191+00.
- PHASE 4** USING CASE E4 AND E14, MILL EXISTING PAVEMENT AND PLACE ALL TOP ASPHALT WEARING SURFACES. ADJUST THE SIGNAL HEADS AT THE NEW INTERSECTION TO MATCH THE NEW TRAVELLED LANES. PLACE ALL PERMANENT PAVEMENT MARKINGS AND SHIFT TRAFFIC TO THE NEW ROADWAY.



LEGEND

	PHASE 2 CONSTRUCTION
	PHASE 3 CONSTRUCTION
	2 WAY TRAFFIC
	CHANNELIZING DEVICE (DRUMS) PHASE 2
	CHANNELIZING DEVICE (DRUMS) PHASE 3
	SIGN ON SINGLE SUPPORT
	SIGN ON DOUBLE SUPPORT
	TEMPORARY CONCRETE BARRIER
	TEMPORARY IMPACT ATTENUATOR
	TYPE III BARRICADE

Multiple Lunos Fiber Lines
This section

Multiple Lunos Fiber Lines
This section

NO.	REVISION	BY	DATE

Lunos Aerial Fiber 1840'
Lunos Buried Fiber 0'

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
MILEGROUND - AIRPORT ROAD
MONONGALIA COUNTY, WEST VIRGINIA

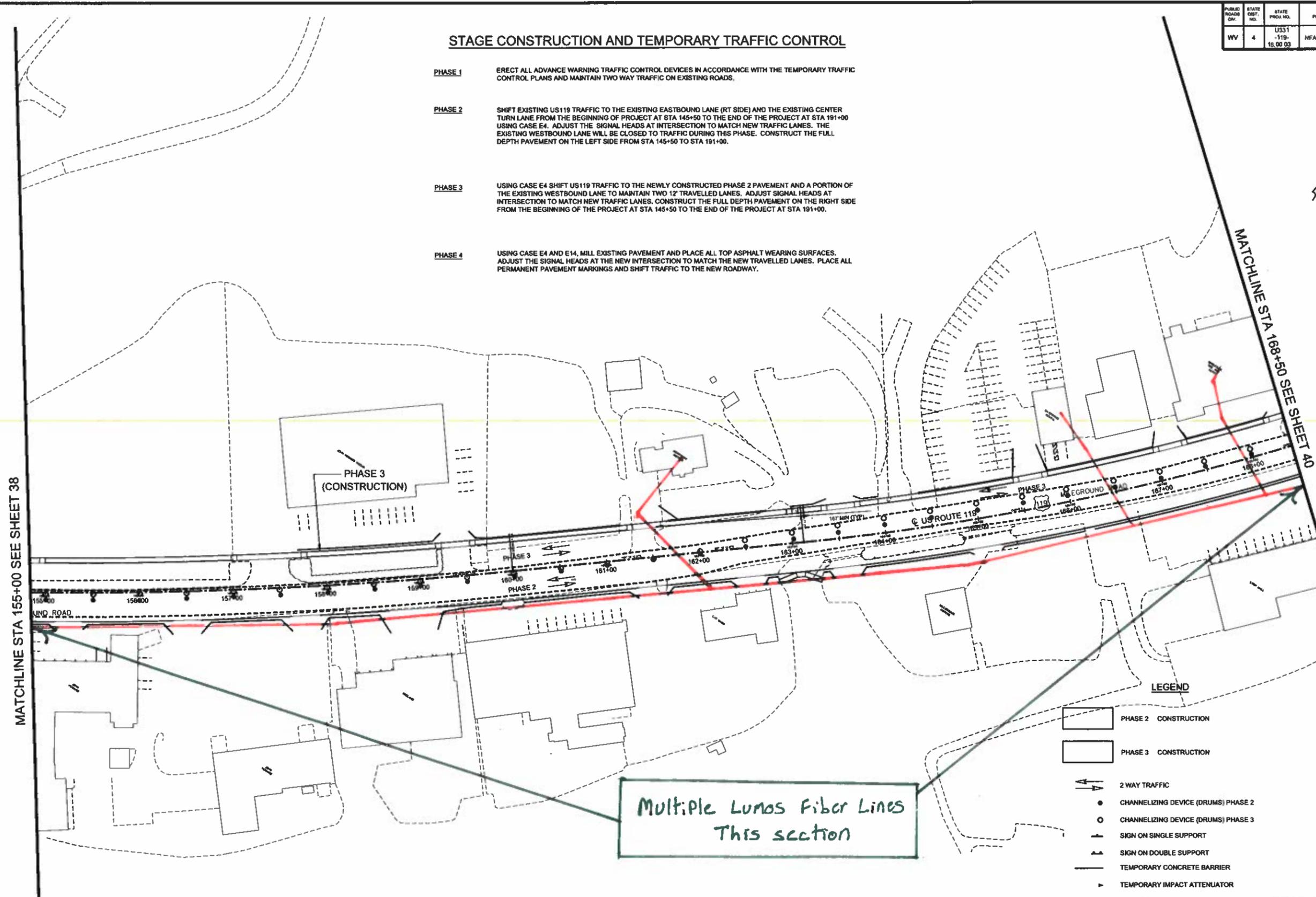
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. **38**

PUBLIC ROAD DIST.	STATE DIST. NO.	STATE PROJ. NO.	FEDERAL PROJECT NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	4	US31-119-16.00.03	NFA-2317(026)D	2018	MONONGALIA	39	233

STAGE CONSTRUCTION AND TEMPORARY TRAFFIC CONTROL

- PHASE 1** ERECT ALL ADVANCE WARNING TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEMPORARY TRAFFIC CONTROL PLANS AND MAINTAIN TWO WAY TRAFFIC ON EXISTING ROADS.
- PHASE 2** SHIFT EXISTING US119 TRAFFIC TO THE EXISTING EASTBOUND LANE (RT SIDE) AND THE EXISTING CENTER TURN LANE FROM THE BEGINNING OF PROJECT AT STA 145+50 TO THE END OF THE PROJECT AT STA 191+00 USING CASE E4. ADJUST THE SIGNAL HEADS AT INTERSECTION TO MATCH NEW TRAFFIC LANES. THE EXISTING WESTBOUND LANE WILL BE CLOSED TO TRAFFIC DURING THIS PHASE. CONSTRUCT THE FULL DEPTH PAVEMENT ON THE LEFT SIDE FROM STA 145+50 TO STA 191+00.
- PHASE 3** USING CASE E4 SHIFT US119 TRAFFIC TO THE NEWLY CONSTRUCTED PHASE 2 PAVEMENT AND A PORTION OF THE EXISTING WESTBOUND LANE TO MAINTAIN TWO 12' TRAVELLED LANES. ADJUST SIGNAL HEADS AT INTERSECTION TO MATCH NEW TRAFFIC LANES. CONSTRUCT THE FULL DEPTH PAVEMENT ON THE RIGHT SIDE FROM THE BEGINNING OF THE PROJECT AT STA 145+50 TO THE END OF THE PROJECT AT STA 191+00.
- PHASE 4** USING CASE E4 AND E14, MILL EXISTING PAVEMENT AND PLACE ALL TOP ASPHALT WEARING SURFACES. ADJUST THE SIGNAL HEADS AT THE NEW INTERSECTION TO MATCH THE NEW TRAVELLED LANES. PLACE ALL PERMANENT PAVEMENT MARKINGS AND SHIFT TRAFFIC TO THE NEW ROADWAY.



MATCHLINE STA 155+00 SEE SHEET 38

MATCHLINE STA 191+00 SEE SHEET 40

- LEGEND**
- PHASE 2 CONSTRUCTION
 - PHASE 3 CONSTRUCTION
 - 2 WAY TRAFFIC
 - CHANNELIZING DEVICE (DRUMS) PHASE 2
 - CHANNELIZING DEVICE (DRUMS) PHASE 3
 - SIGN ON SINGLE SUPPORT
 - SIGN ON DOUBLE SUPPORT
 - TEMPORARY CONCRETE BARRIER
 - TEMPORARY IMPACT ATTENUATOR
 - TYPE III BARRICADE

Multiple Lumos Fiber Lines
This section



TTCP-3

NO.	REVISION	BY	DATE

Aerial Footage 1607'

Buried 0'

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
MILEGROUND - AIRPORT ROAD
MONONGALIA COUNTY, WEST VIRGINIA

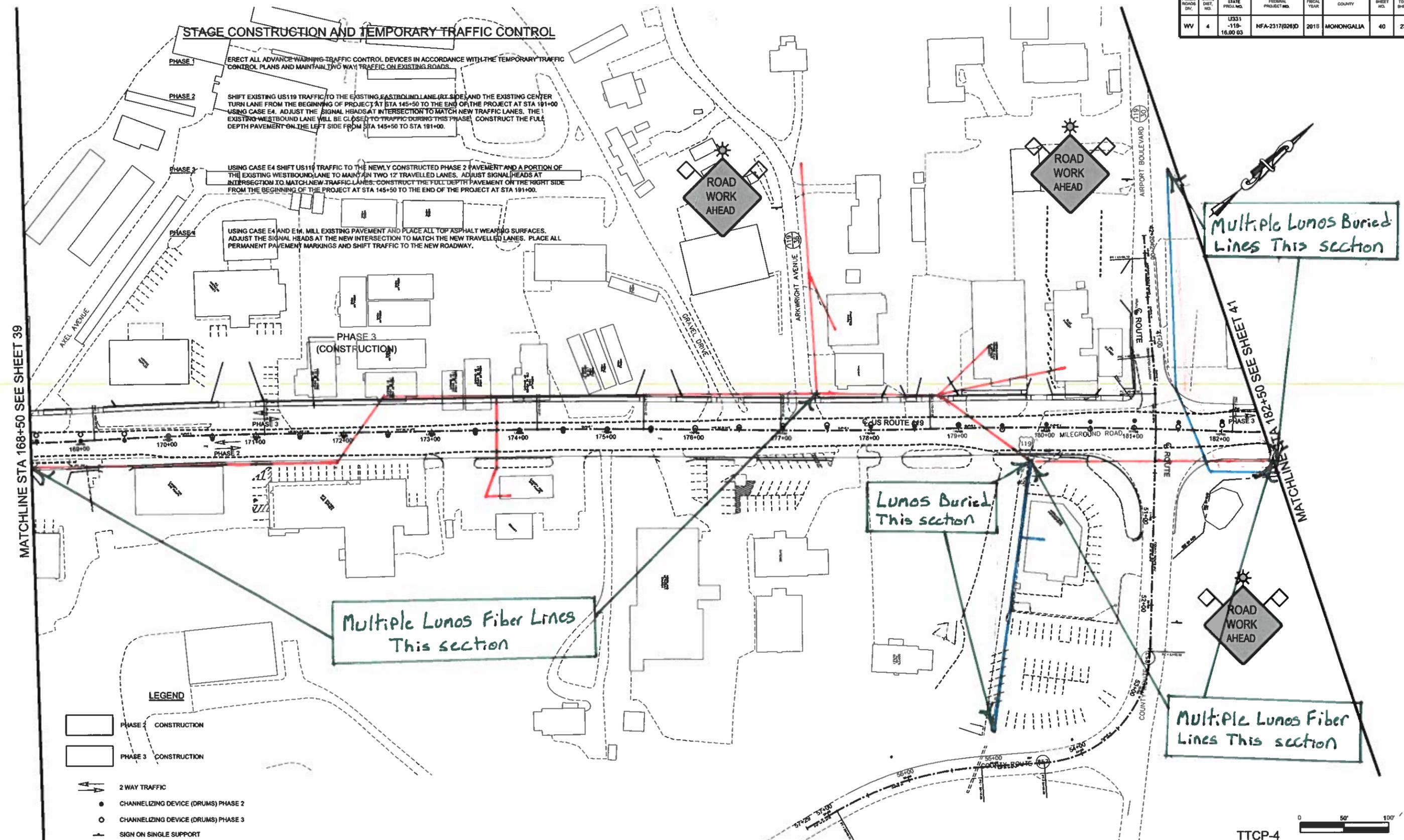
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO.
39
SEP 18

PUBLIC ROAD DIST.	STATE DIST. NO.	STATE PROJ. NO.	FEDERAL PROJ. NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WV	4	1331-119-16.00 03	NFA-2317(028)D	2018	MONONGALIA	40	233

STAGE CONSTRUCTION AND TEMPORARY TRAFFIC CONTROL

- PHASE 1**
ERECT ALL ADVANCE WARNING TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEMPORARY TRAFFIC CONTROL PLANS AND MAINTAIN TWO WAY TRAFFIC ON EXISTING ROADS.
- PHASE 2**
SHIFT EXISTING US 119 TRAFFIC TO THE EXISTING EASTBOUND LANE (RT SIDE) AND THE EXISTING CENTER TURN LANE FROM THE BEGINNING OF PROJECT AT STA 145+50 TO THE END OF THE PROJECT AT STA 191+00 USING CASE E4. ADJUST THE SIGNAL HEADS AT INTERSECTION TO MATCH NEW TRAFFIC LANES. THE EXISTING WESTBOUND LANE WILL BE CLOSED TO TRAFFIC DURING THIS PHASE. CONSTRUCT THE FULL DEPTH PAVEMENT ON THE LEFT SIDE FROM STA 145+50 TO STA 191+00.
- PHASE 3**
USING CASE E4 SHIFT US 119 TRAFFIC TO THE NEWLY CONSTRUCTED PHASE 2 PAVEMENT AND A PORTION OF THE EXISTING WESTBOUND LANE TO MAINTAIN TWO 12' TRAVELLED LANES. ADJUST SIGNAL HEADS AT INTERSECTION TO MATCH NEW TRAFFIC LANES. CONSTRUCT THE FULL DEPTH PAVEMENT ON THE RIGHT SIDE FROM THE BEGINNING OF THE PROJECT AT STA 145+50 TO THE END OF THE PROJECT AT STA 191+00.
- PHASE 4**
USING CASE E4 AND E14, MILL EXISTING PAVEMENT AND PLACE ALL TOP ASPHALT WEARING SURFACES. ADJUST THE SIGNAL HEADS AT THE NEW INTERSECTION TO MATCH THE NEW TRAVELLED LANES. PLACE ALL PERMANENT PAVEMENT MARKINGS AND SHIFT TRAFFIC TO THE NEW ROADWAY.



MATCHLINE STA 168+50 SEE SHEET 39

Multiple Lunos Buried Lines This section

Lunos Buried This section

Multiple Lunos Fiber Lines This section

Multiple Lunos Fiber Lines This section

LEGEND

- PHASE 2 CONSTRUCTION
- PHASE 3 CONSTRUCTION
- 2 WAY TRAFFIC
- CHANNELIZING DEVICE (DRUMS) PHASE 2
- CHANNELIZING DEVICE (DRUMS) PHASE 3
- SIGN ON SINGLE SUPPORT
- SIGN ON DOUBLE SUPPORT
- TEMPORARY CONCRETE BARRIER
- TEMPORARY IMPACT ATTENUATOR
- TYPE III BARRICADE

NO.	REVISION	BY	DATE

Aerial Footage 1910'
Buried 728' 4" HDPE

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
MILEGROUND - AIRPORT ROAD
MONONGALIA COUNTY, WEST VIRGINIA

TEMPORARY TRAFFIC CONTROL PLAN

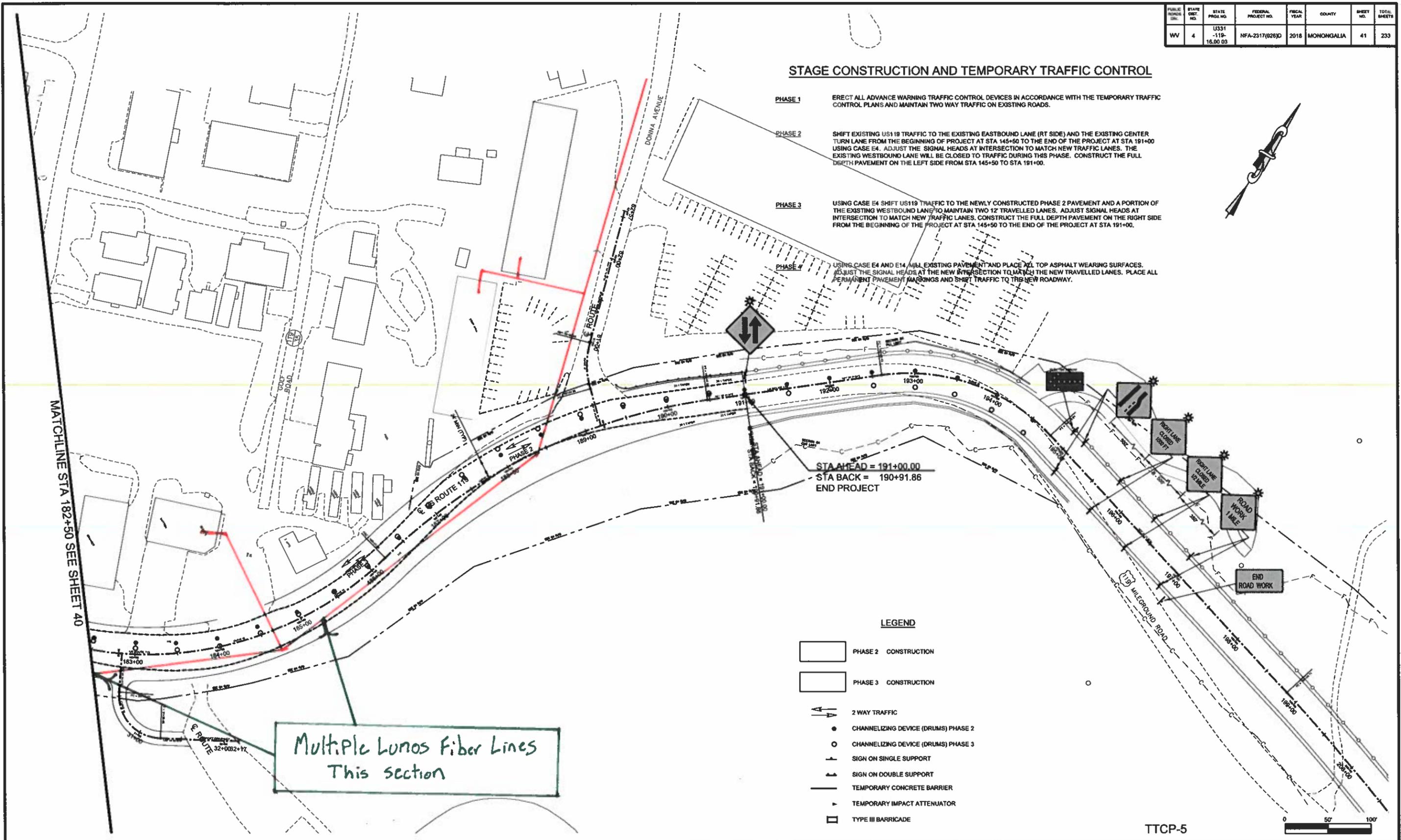
SHEET NO. **40**



PUBLIC WORKS DIST.	STATE DIST. NO.	STATE PROJ. NO.	FEDERAL PROJECT NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
WW	4	1331-119-16.00 03	NFA-2317(028)D	2018	MONONGALIA	41	233

STAGE CONSTRUCTION AND TEMPORARY TRAFFIC CONTROL

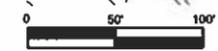
- PHASE 1** ERECT ALL ADVANCE WARNING TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEMPORARY TRAFFIC CONTROL PLANS AND MAINTAIN TWO WAY TRAFFIC ON EXISTING ROADS.
- PHASE 2** SHIFT EXISTING US119 TRAFFIC TO THE EXISTING EASTBOUND LANE (RT SIDE) AND THE EXISTING CENTER TURN LANE FROM THE BEGINNING OF PROJECT AT STA 145+50 TO THE END OF THE PROJECT AT STA 191+00 USING CASE E4. ADJUST THE SIGNAL HEADS AT INTERSECTION TO MATCH NEW TRAFFIC LANES. THE EXISTING WESTBOUND LANE WILL BE CLOSED TO TRAFFIC DURING THIS PHASE. CONSTRUCT THE FULL DEPTH PAVEMENT ON THE LEFT SIDE FROM STA 145+50 TO STA 191+00.
- PHASE 3** USING CASE E4 SHIFT US119 TRAFFIC TO THE NEWLY CONSTRUCTED PHASE 2 PAVEMENT AND A PORTION OF THE EXISTING WESTBOUND LANE TO MAINTAIN TWO 12' TRAVELLED LANES. ADJUST SIGNAL HEADS AT INTERSECTION TO MATCH NEW TRAFFIC LANES. CONSTRUCT THE FULL DEPTH PAVEMENT ON THE RIGHT SIDE FROM THE BEGINNING OF THE PROJECT AT STA 145+50 TO THE END OF THE PROJECT AT STA 191+00.
- PHASE 4** USING CASE E4 AND E14 WITH EXISTING PAVEMENT AND PLACE ALL TOP ASPHALT WEARING SURFACES. ADJUST THE SIGNAL HEADS AT THE NEW INTERSECTION TO MATCH THE NEW TRAVELLED LANES. PLACE ALL PERMANENT PAVEMENT MARKINGS AND SHIFT TRAFFIC TO THE NEW ROADWAY.



Multiple Lunos Fiber Lines
This section

- LEGEND**
- PHASE 2 CONSTRUCTION
 - PHASE 3 CONSTRUCTION
 - 2 WAY TRAFFIC
 - CHANNELIZING DEVICE (DRUMS) PHASE 2
 - CHANNELIZING DEVICE (DRUMS) PHASE 3
 - SIGN ON SINGLE SUPPORT
 - SIGN ON DOUBLE SUPPORT
 - TEMPORARY CONCRETE BARRIER
 - TEMPORARY IMPACT ATTENUATOR
 - TYPE III BARRICADE

TTCP-5



NO.	REVISION	BY	DATE

Aerial 740'
Buried 0'

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
MILEGROUND - AIRPORT ROAD
MONONGALIA COUNTY, WEST VIRGINIA

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO.
41

**AN ORDINANCE AUTHORIZING AN EASEMENT TO CITYNET 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 CITYNET, LLC, a West Virginia 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 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) approximately _____ **feet** (____) of subsurface 4-inch high-density polyethylene conduit housing fiber optic cable,
- (2) A single aboveground pole, not to exceed **39** feet in height, in the location identified in the FAA 1A Survey Certification and subject to all conditions in the Determination of No Hazard to Air Navigation included in **Exhibit 1** to this Agreement, or as authorized by application approved by GRANTOR and under FAA form 7460-1 and in adherence to the Grant Assurances required under Federal Aviation order 5190.6b, or the successor forms or orders thereto.
- (3) Related facilities that are necessary and appurtenant to the facilities identified in the foregoing paragraphs (1) and (2) such as conductor, transformers, anchors, guys, and appurtenances related to the facilities, provided that such facilities are placed underground or are authorized by a Determination of No Hazard to Air Navigation issued by FAA.

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

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

15' Permanent Utility Easement

Beginning at an existing Mon Power utility pole bearing number H3-379 which bears, North 21 degrees 54 minutes 50 seconds West, a distance of 16.63 feet from a gate post found in the lands of N/F City of Morgantown (Tax Map 32A Parcel 1 Deed Book 364 Page 469);
Thence, through said N/F City of Morgantown (Parcel 1) for thirteen (13) lines, North 35 degrees 41 minutes 45 seconds East, a distance of 19.96 feet to a proposed utility pole;
Thence, North 65 degrees 28 minutes 50 seconds East, a distance of 16.73 feet to a point;
Thence, North 52 degrees 57 minutes 17 seconds East, a distance of 12.70 feet to a point;
Thence, North 41 degrees 14 minutes 39 seconds East, a distance of 10.95 feet to a point;
Thence, North 22 degrees 10 minutes 30 seconds East, a distance of 27.34 feet to a point;
Thence, North 04 degrees 06 minutes 16 seconds East, a distance of 227.72 feet to a point;
Thence, North 08 degrees 22 minutes 49 seconds East, a distance of 107.99 feet to a point;

Thence, North 09 degrees 12 minutes 03 seconds East, a distance of 58.40 feet to a point;
Thence, North 19 degrees 33 minutes 32 seconds East, a distance of 7.50 feet to a point;
Thence, North 19 degrees 32 minutes 38 seconds East, passing through a Proposed Underground Electric pull box at a distance of 7.50 feet for a total distance 19.96 feet to a point, said proposed permanent utility easement width for this call is 15.00 feet left and 7.50 feet right for a total width of 22.50 feet;

Thence, North 19 degrees 31 minutes 44 seconds East, a distance of 90.61 feet to a point;
Thence, North 22 degrees 45 minutes 27 seconds East, a distance of 99.73 feet to a point;
Thence, North 28 degrees 49 minutes 41 seconds East, a distance of 8.43 feet to a point on the CL of a Proposed 10' Permanent Utility Easement;

Thence, leaving said CL of Proposed 10' Permanent Utility Easement and continuing through said N/F City of Morgantown (Parcel 1) for six (6) lines, North 28 degrees 52 minutes 23 seconds East, a distance of 88.04 feet to a point;

Thence, North 32 degrees 02 minutes 40 seconds East, a distance of 28.45 feet to a point;

Thence, North 42 degrees 34 minutes 25 seconds East, a distance of 17.62 feet to a point;

Thence, North 51 degrees 03 minutes 10 seconds East, a distance of 15.04 feet to a point;

Thence, North 58 degrees 15 minutes 53 seconds East, a distance of 23.33 feet to a point;

Thence, North 59 degrees 45 minutes 20 seconds East, a distance of 320.22 to the Point of Terminus.

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

10' Permanent Utility Easement

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

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

The Permanent Utility Easement shall be 10.00 feet in width, 5.00 feet on either side of the above-described centerline having a total area of 629 square feet more or less, as shown on 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) upon prior written approval of GRANTOR to access facilities by excavation or other means.

(h) If requested by GRANTOR, GRANTEE shall relocate said facilities to a mutually agreeable location on GRANTOR’s lands, at GRANTEE’s expense, when determined necessary by GRANTOR in connection with maintenance or improvements to GRANTOR’s property. If GRANTOR requires that relocation will occur outside the Easement Area, the parties will enter into a separate agreement providing for dedication of the new easement area and abandonment of the easement where facilities will no longer be located.

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

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

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

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

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

DECLARATION OF CONSIDERATION

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

WITNESS the following signature and seal:

THE CITY OF MORGANTOWN, West Virginia,
a municipal corporation

By: _____
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: _____.

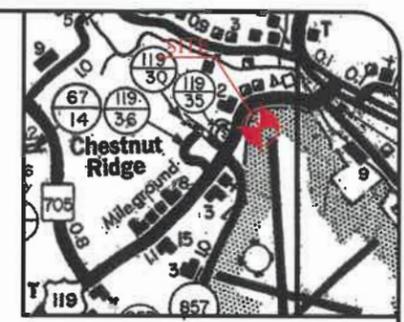
{SEAL}

Notary Public

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

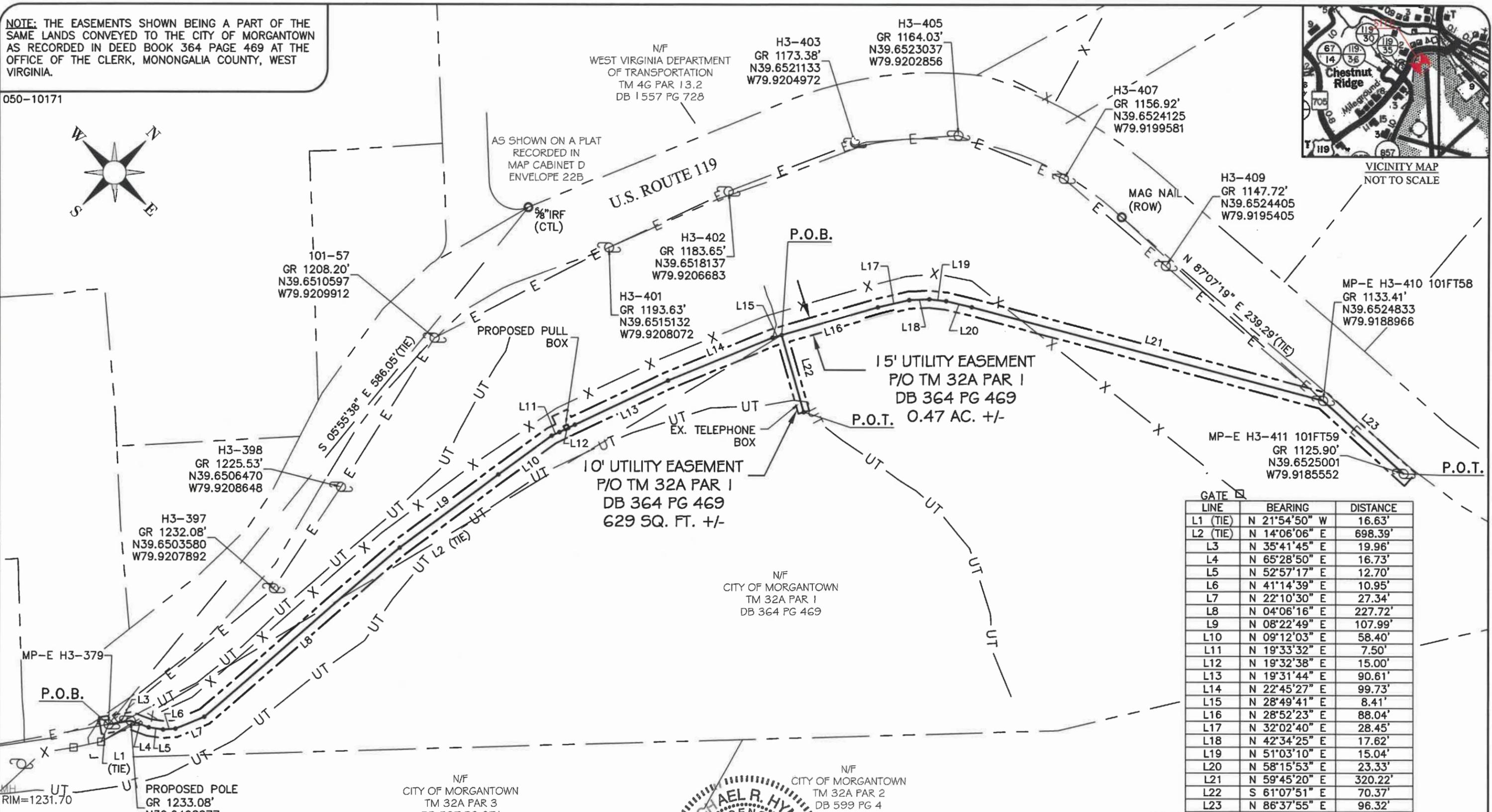
PLOT DATE/TIME: 5/20/2019 10:19am
 CAD FILE: R:\050-10171\CITYNET MORGANTOWN MUNICIPAL AIRPORT SURVEY\CITYNET MORGANTOWN MUNICIPAL AIRPORT.dwg

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.

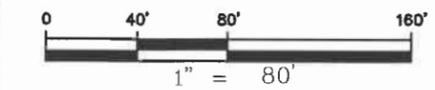


VICINITY MAP NOT TO SCALE

050-10171

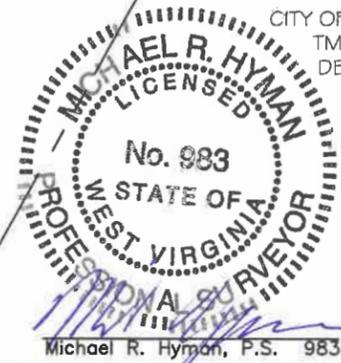


LINE	BEARING	DISTANCE
L1 (TIE)	N 21°54'50" W	16.63'
L2 (TIE)	N 14°06'06" E	698.39'
L3	N 35°41'45" E	19.96'
L4	N 65°28'50" E	16.73'
L5	N 52°57'17" E	12.70'
L6	N 41°14'39" E	10.95'
L7	N 22°10'30" E	27.34'
L8	N 04°06'16" E	227.72'
L9	N 08°22'49" E	107.99'
L10	N 09°12'03" E	58.40'
L11	N 19°33'32" E	7.50'
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'
L23	N 86°37'55" E	96.32'



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 FOR CITYNET, LLC
 SHOWING PROPOSED UTILITY EASEMENTS OF THE
 6TH WARD CORP. WEST VIRGINIA
 MONONGALIA COUNTY 20 of 40 19

THRASHER THE THRASHER GROUP, INC.
 600 WHITE OAKS BLVD. BRIDGEPORT, WV 26330
 www.thrashergroup.com PHONE 304-624-4108

DESCRIPTION OF EASEMENTS
showing
PROPOSED PERMANENT UTILITY EASEMENTS
for
CITYNET, LLC

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

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) said utility pole also bears, South 05 degrees 55 minutes 38 seconds East, a distance of 586.05 feet from a 5/8" iron rebar with cap (CTL) found at a corner to RDR Properties, LLC (Tax Map 4G Parcel 13 Deed Book 1286 Page 130) as shown on a plat recorded in Map Cabinet D, Envelope 22B;

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 a point which bears, North 87 degrees 07 minutes 19 seconds East, a distance of 239.29 feet from a mag nail found on the southeasterly right-of-way line of United States Route 119;

Thence, North 86 degrees 37 minutes 55 seconds East, a distance of 96.32 to the Point of Terminus at a an existing Mon Power utility pole bearing number H3-411.

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 0.47 acres more or less, as shown on an exhibit and made a part of this description.

10' Permanent Utility Easement

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

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

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

AN ORDINANCE AUTHORIZING ACCEPTANCE OF AN EASEMENT IN FOURTH WARD AND SEVENTH WARD DISTRICTS

The City of Morgantown hereby ordains that the City Manager is authorized to accept, record, and take all other actions necessary with respect to the receipt and use of 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:

This instrument was prepared by:

Ryan Simonton
The City of Morgantown, West Virginia
389 Spruce Street Morgantown, West Virginia 26505

EASEMENT DECLARATION

This Declaration is made and entered into this the ___ day of _____, 2019, by JOSHUA P. FERSHEE and KENDRA J.H. FERSHEE, husband and wife ("Grantors"), in favor of and for the benefit of THE CITY OF MORGANTOWN, West Virginia, a municipal corporation ("City").

For and in consideration of the amount of Ten Dollars (\$10.00), other good and valuable consideration, the receipt, sufficiency, and adequacy of all of which are acknowledged by Grantor, and with the intent of being legally bound by and obligated under, in accordance with, and pursuant to this Declaration, Grantor declares, covenants, and agrees in favor of and for the benefit of City as follows:

Grantor grants, conveys, and transfers to City and creates, dedicates, and establishes in favor of and for the benefit of City, in, on, over, upon, under, through, and across the below-described parcel, perpetual easements and rights-of-way for the purposes of building, installing, constructing, improving, extending, maintaining, operating, inspecting, repairing, removing, replacing, rebuilding, reinstalling, reconstructing, re-improving, and re-extending a public way for pedestrian and nonmotorized travel and recreation, and the establishment or maintenance of undeveloped open or vegetated space, with related appurtenances including utilities, and otherwise generally developing and improving the parcel for the foregoing purposes, including, without limitation, as rights appurtenant, material, essential, and integral to such easements and rights-of-way and such purposes, the rights to use and enjoy the parcel to (a) access the parcel by way of other easements, rights-of-way, and properties of City, (b) travel and traverse the parcel with persons, equipment, materials, and supplies, and (c) locate, set, stage, and operate equipment and machinery on and/or from the parcel while City shall be using or enjoying the parcel for the purposes set forth, contained, and provided for in this Declaration.

The parcel dedicated by this Declaration is more specifically described as that certain property described in the Legal Description and Plat attached hereto as **Exhibit 1** (the "Easement Area").

The Declaration of Easement shall be subject to the following conditions:

- (a) Grantee shall not construct any building, pole, tower, or other structure upon the Easement Area, excepting such signs or maps as are commonly used in conjunction with trails and open space.
- (b) Grantor retains for itself, its successors, and assigns the right to light and air serving the residence existing on Parcel ID 15 15003700000000, described in a deed to Grantors recorded at Deed Book 1462 page 522 in the Office of the Clerk of the County Commission of Monongalia County. For purposes of this Easement Declaration, the right to light and air shall mean the following: All the land, property, and space, at and above a horizontal plane at an elevation of _____ feet above the Easement Area, the horizontal limits of which are the planes formed by projecting vertically upward and downward from the surface of the earth the boundaries of the Easement Area.
- (c) All trees, stumps, brush, and other debris cleared for the purposes set forth herein shall become the property and responsibility of Grantee and Grantee shall appropriately dispose of same.

- (d) Grantee shall have the right to post such signs, maps, and installations as are deemed necessary and suitable to identify the Easement Area and provide notice of its appropriate public use.
- (e) Grantee agrees to take reasonable steps to assist Grantors, their successors, and assigns in correcting any conditions which are detrimental to Grantors resulting from such use.
- (f) Grantee shall include the Easement Area as property covered under its applicable policies of insurance. Grantor and Grantee agree that Grantee shall have the right and responsibility to maintain the Easement Area in a condition suitable for public use or to restrict public access to areas not suitable for public use.

The benefits, rights, burdens, obligations, covenants and restrictions set forth in this Declaration shall inure to the benefit of and be binding upon the heirs, devisees, legatees, personal representatives, agents, employees, contractors, tenants, invitees, licensees, successors and/or assigns of each party herein, and are intended to and shall run with the land.

In the event that any one or more of the provisions set forth, contained, or provided for in this Declaration, or the application thereof, in any circumstance, shall be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of such provision or provisions in any other circumstance shall not be affected or impaired thereby, and the remaining provisions set forth, contained, and provided for in this Declaration shall remain of full force and effect and be construed and interpreted as if such invalid, illegal, or unenforceable provision or provisions were never included. The provisions of this Declaration shall be severable.

Declaration of Consideration or Value

In accordance with the provisions of Article 22 of Chapter 11 of the West Virginia Code, Grantor declares that the transfer made and effected by this Declaration is exempt from the applicable excise taxes on the basis that City is a political subdivision of the State of West Virginia.

Witness the following signatures:

 Kendra J.H. Fershee, Grantor

 Joshua P. Fershee, Grantor

STATE OF WEST VIRGINIA

COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for the County and State aforesaid do certify that _____, who signed the foregoing writing bearing date the ____ day of _____ 2019, as Grantor, has this day in my said County and State before me acknowledged the said writing to be the act and deed of said individual.

Given under my hand and notarial seal this ____ day of _____ 2019.

My commission expires _____.

Notary Public

AN ORDINANCE AUTHORIZING AN EASEMENT TO ZAYO GROUP 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 ZAYO GROUP LLC, a Delaware 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) Three (3) 1 ½ inch conduits with fiber optic cabling
- (2) Handholds/ 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 an exhibit and made a part of this description.

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

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

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

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

(a) all Work shall be performed by GRANTEE, or its contractors, licensees, lessees, sublessees, successors and/or assigns, as expeditiously as possible in accordance with good

construction practices and so as to minimize interference with the use of the GRANTOR's property;

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

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

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

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

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

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

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

(2) placement or repair of the subsurface vault;

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

(h) If requested by GRANTOR, GRANTEE shall relocate said facilities to a mutually agreeable location on GRANTOR's lands, at GRANTEE's expense, when determined

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

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

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

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

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

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

DECLARATION OF CONSIDERATION

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

WITNESS the following signature and seal:

THE CITY OF MORGANTOWN, West Virginia,
a municipal corporation

By: _____

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}

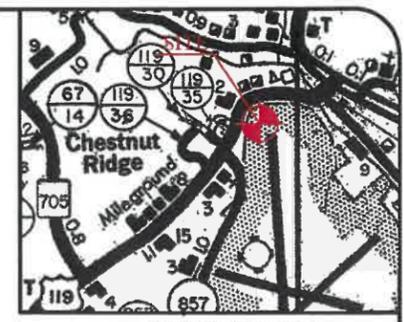
Notary Public

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

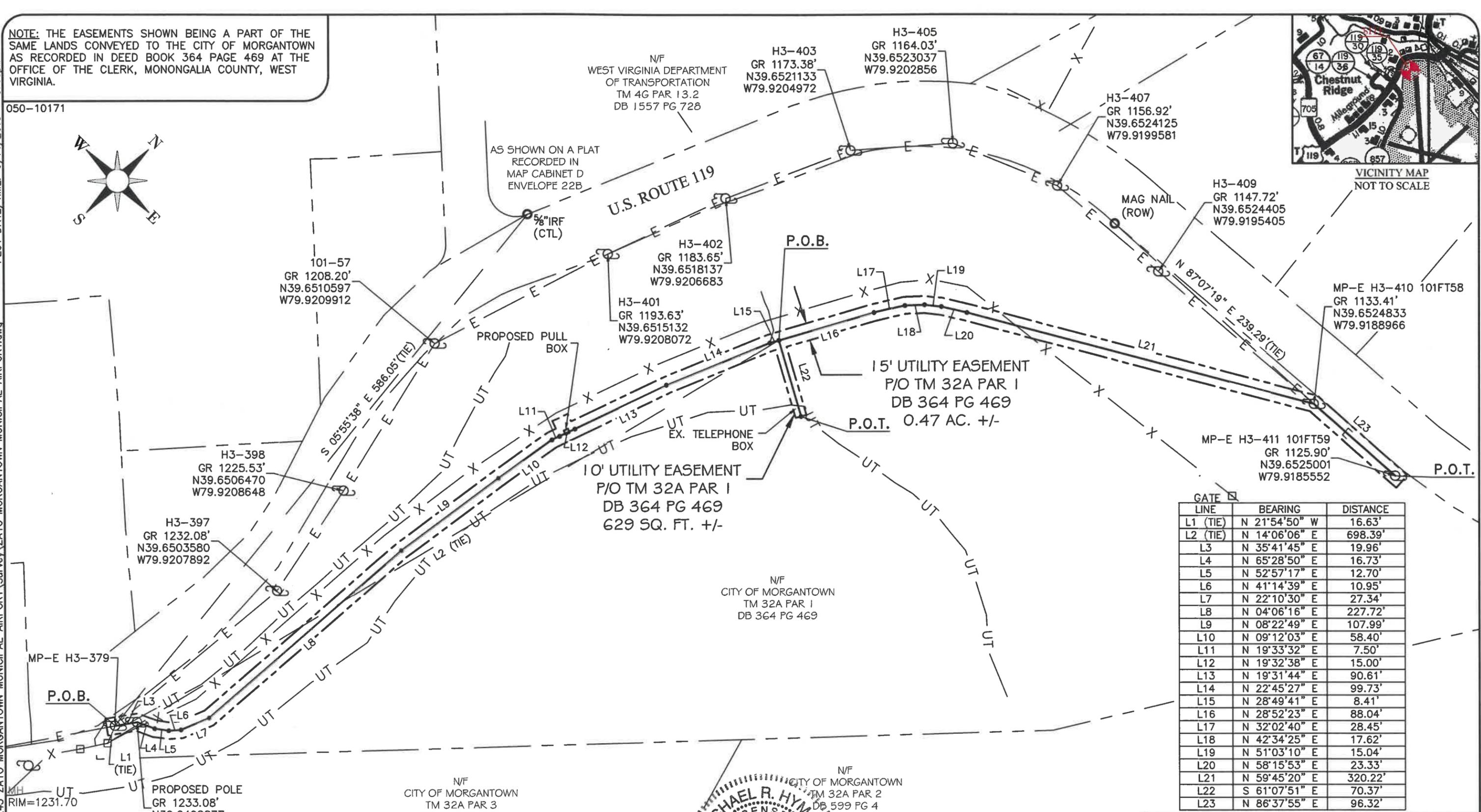
PLOT DATE/TIME: 6/14/2019 3:09pm
CAD FILE: R:\050-10243 ZAYO MORGANTOWN MUNICIPAL AIRPORT Survey\ZAYO MORGANTOWN MUNICIPAL AIRPORT.dwg

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.

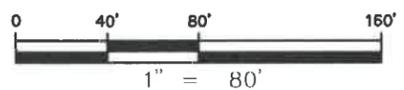
050-10171



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'
L23	N 86°37'55" E	96.32'



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.
050-10171



LEGEND/ABBREVIATIONS

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

SURVEY FOR
ZAYO GROUP, LLC

SHOWING
PROPOSED UTILITY EASEMENTS
OF THE

6TH WARD CORP. WEST VIRGINIA
MONONGALIA COUNTY **38 of 48** | 9

THRASHER THE THRASHER GROUP, INC.
600 WHITE OAKS BLVD.
BRIDGEPORT, WV 26330
PHONE 304-624-4108
www.thrashergroup.com



The City of Morgantown

389 Spruce Street
Morgantown, West Virginia 26505
(304) 284-7412 Fax: (304) 284-7409
www.morgantownwv.gov

Engineering Department

Memorandum

To: Emily Muzzarelli, PE
Interim City Manager & Assistant City Manager

From: Damien Davis, PE, CFM
City Engineer

Date: May 29th, 2020

RE: Eighth Street Pedestrian Project & Blue Curb Parking Removal

Ms. Muzzarelli,

Dominion Energy began work for their Eighth Street gas distribution pipeline replacement on May 26th. This project spurred discussion on the opportunity for and importance of the installation of a sidewalk connecting Mon Boulevard and University. Numerous transportation plans, including the recent MMMPO Regional Bicycle and Pedestrian Transportation Plan, have identified this corridor as vital to a complete and efficient pedestrian network. The city is now working with Sunnyside Up! / CNRC to fund and construct this project after Dominion is finished with their pipeline work.

Dominion's mobilization also spurred a reexamination of on-street parking along Eighth Street. In the past, Eighth Street provided on-street parking along nearly its entire length. In recent years, the city removed this on-street parking when it diverted traffic down Eighth Street to support the University Avenue upgrades around Third Street. This year-long reroute cemented Eighth Street as a major corridor and traffic has remained at elevated levels since University was reopened.

Since we reopened University Avenue, six on-street blue curb spaces (Fig. 1) were re-installed at request of property owners – two of which were formally reviewed. However, the recent reexamination has found that Eighth Street's 26' cross section does not safely provide room for two standard travel lanes (10'-11' and a parallel parking lane (minimum 7', up to 9')). We recommend immediate and permanent removal of these six spaces to improve immediate and lasting traffic safety concerns. Police records report at least 78 crashes over the past ten years along this corridor, at least 23 of which are collisions with parked vehicles.

The removal of these blue curb spaces accounts for less than 1% of the total available in the Sunnyside parking district. However, it would eliminate all street parking along Eighth Street, potentially directly impacting three households, as noted on the following pages.

- **321 Eighth Street** does not currently have off-street parking but could reasonably establish it via construction of a driveway further uphill its parcel. It is currently for sale, combined with four other lots, and is registered as vacant but is past due on vacancy fees.
- **309 Eighth Street** is currently registered as a single-unit rental and could not reasonably establish off-street parking without major expense.
- **805 Grant Avenue** is currently registered as a three-unit rental and already has off-street parking and could easily develop additional spaces on their parcel.

Two additional reasonable, on-street parking options remain for all these parcels:

- 1) Blue zone parking is available less than one half block away, southeast on Grant Ave
- 2) Free curb parking is available less than one half block away, southwest on Grant.

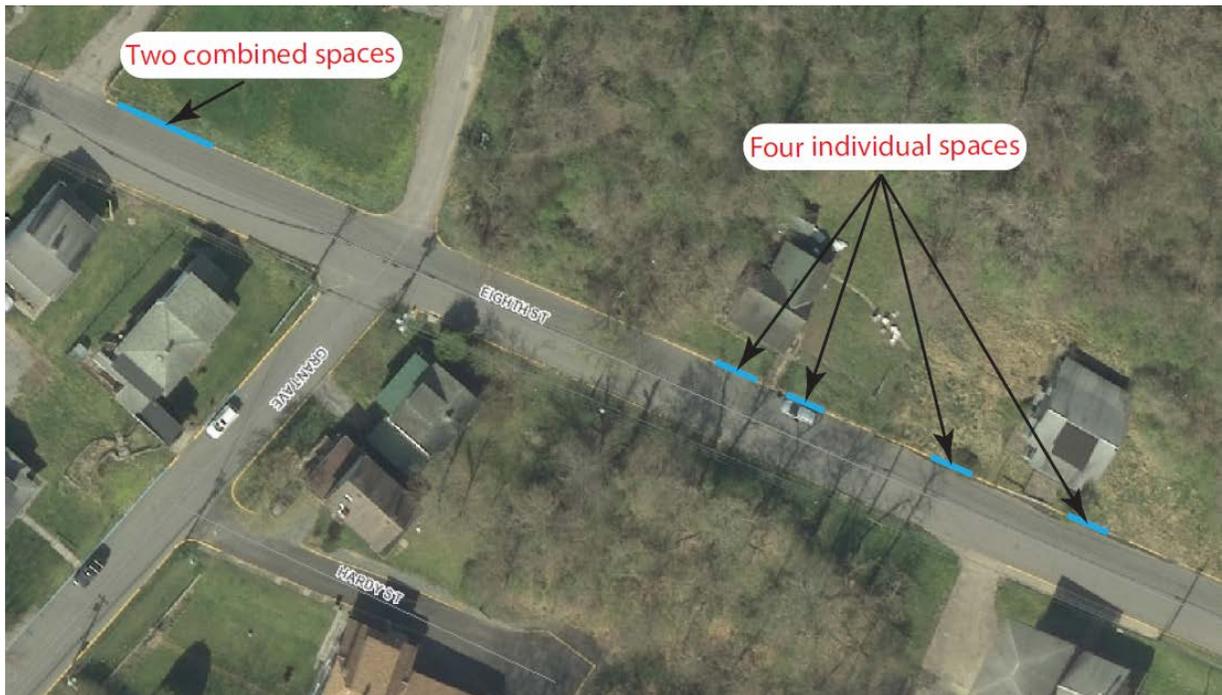


Figure 1 - Existing Blue-Curb Parking Along Eighth Street

Please reach out to our office for any additional information that may help in your decision.

RESOLUTION

WHEREAS, City Administration has presented to Morgantown City Council 2020-2021 budgets for the Morgantown Municipal Airport Fund, the Airport Improvement Fund, the Municipal Sales and Use Tax Fund, and the Metropolitan Theatre Fund and has requested that City Council review and approve the same;

WHEREAS, the budgets in question, copies of which are hereto attached, appear to not only be in proper form, but also, acceptable as to income and expenditures set forth therein;

WHEREAS, City Council is of the opinion that it should approve said budgets.

NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this _____ day of _____, 2020, that the 2020-2021 budgets for the Morgantown Municipal Airport Fund, the Airport Improvement Fund, the Municipal Sales and Use Tax Fund, and The Metropolitan Theatre Fund hereto attached are approved.

Mayor

City Clerk

City of Morgantown

Municipal Airport Fund Budget

Budget Year 2021

Account Description	FY18 Actuals	FY19 Actuals	FY20 Actuals at 12/31/19	FY20 Amended Budget	2021 Department Requested
Revenue					
Terminal					
Airport Revenues - Hangar Rent	\$ 104,271	\$ 118,550	\$ 71,412	\$ 200,000	\$ 153,000
Airport Revenues - Navy Office Rent	30,076				-
Airport Revenues - Office Rent	180,743	106,331	35,719	180,000	106,610
Airport Revenues - Airline Landing Fees	11,263	18,615	8,330	18,000	18,000
Airport Revenues - Restaurant Rent	16,900	16,300	8,400	16,800	16,800
Airport Revenues - Car Rental Agencies	2,915	1,725	960	1,920	1,920
Airport Revenues - Airport Vending	5,489	4,185	1,053	3,800	1,000
Airport Revenues - Interspace Advertising	165	-	-	165	-
Commissions - Car Rental Commissions	25,801	20,730	10,365	21,165	25,000
Airport Revenues - Airline Landing Fees	65,523	75,645	37,380	60,000	60,000
Airport Revenues - De-Icing	104,254	149,556	30,604	65,000	75,000
Total Terminal	547,400	511,637	204,223	566,850	457,330
Intergovernmental					
State Grants General	-	11,808	5,692	12,500	-
Federal CARES Act Grant					69,000
Contrib Other Funds General Fund	200,000	230,000	50,000	230,000	252,000
Contrib Other Funds Airport Improvement Fund	765,649				-
Total Intergovernmental	965,649	241,808	55,692	242,500	321,000
Miscellaneous					
Interest Earned - Investments	76	1,196	709	35	250
Miscellaneous Other	4,126	9,074	1,435	4,500	3,000
Interest Earned - Investments	57	32	-	35	-
Miscellaneous Other	19,547	31,934	14,927	22,500	23,000
Total Miscellaneous	23,806	42,236	17,071	27,070	26,250
Airfield					
Rents & Other - Pilot Supplies	43	16	-	40	-
Rents & Other - Oil & Pristine	1,080	1,057	254	1,000	500
Charges - Jet Fuel - Retail	1,435,257	1,191,729	592,712	1,400,000	1,080,000
Charges - Jet Fuel - Military/Pristine	199,946	117,909	237,396	200,000	225,000
Charges - Fuel - AV Gas	242,749	251,053	101,062	250,000	200,000
Total Airfield	1,879,075	1,561,764	931,424	1,851,040	1,505,500
Total Airport Revenue	3,415,930	2,357,445	1,208,410	2,687,460	2,310,080
Expenditures					
Total Contingency:	-	-	-	48,456	657
Personnel Services					
Salary & Wages - Employee	232,944	214,045	76,975	229,156	203,354
FICA Tax - Social Security	15,707	13,339	4,911	14,635	12,856
FICA Tax - Medicare	3,673	3,120	1,149	3,423	3,007
Group Insurance - Employee Benefits	92,804	68,035	31,021	65,446	64,904
Contribution to Pension Fund - Employee Pension	32,969	30,889	11,755	35,220	33,135
Overtime - General	12,154	3,953	2,260	6,900	4,000
Overtime - Vacation and Sick Leave Adjustment	(1,706)	(25,115)			-
Other Fringe Benefits - General			1,125	3,375	4,500
Total Personnel Services:	388,545	308,266	129,196	358,155	325,756

City of Morgantown

Municipal Airport Fund Budget

Budget Year 2021

Account Description	FY18 Actuals	FY19 Actuals	FY20 Actuals at 12/31/19	FY20 Amended Budget	2021 Department Requested
Contracted Services					
Telephone - General	11,811	13,176	6,329	10,500	-
Telephone - Cellular Phone	1,174	948	619	1,000	720
Utilities - Electric	98,111	92,653	25,892	85,000	80,000
Utilities - Gas	27,119	24,481	3,581	20,000	25,000
Utilities - Water	6,316	6,922	1,468	6,000	6,000
Utilities - Storm Sewer	7,868	9,895	4,120	7,500	10,000
Travel & Training - General	2,424	765	581	2,500	2,500
Advertising & Legal Publications - General	17,715	26,244	16,047	27,500	12,500
Postage - General	443	262	304	400	600
Freight - General	49		44	60	-
Contracted Services General	28,403	32,008	23,641	35,500	45,000
Fees - Fire Service	7,542	7,542	7,542	7,543	9,278
Repairs & Maintenance - Buildings & Grounds	22,064	19,725	31,264	43,000	21,000
Repairs & Maintenance - Hangar	50	176	-	1,925	2,000
Repairs & Maintenance - Airfield	38,045	21,068	5,678	15,000	22,000
Repairs & Maintenance - Equipment	17,640	14,189	2,394	15,000	8,000
Repairs & Maintenance - Autos & Trucks	15,774	7,926	1,316	12,700	10,000
Dues & Subscriptions - General	735	806	45	1,000	1,000
Professional Services - General	100				-
Audit Costs - General	3,240	3,360	-	3,500	3,500
Insurance - Workers Compensation	2,745	2,651	1,778	3,258	2,679
Insurance - Property & Liability	43,775	59,454	17,514	39,100	42,500
Total Contracted Services:	353,143	344,251	150,157	337,986	304,277
Commodities					
Supplies & Materials - Automobile	14,024	19,782	9,524	20,000	15,000
Supplies & Materials - Office Supplies	1,806	1,615	1,299	1,500	1,500
Supplies & Materials - Concession Supplies	4,353	2,258	1,219	2,800	750
Supplies & Materials - Janitorial Supplies	4,010	4,574	1,482	5,500	5,000
Supplies & Materials - Small Tools/Equipment	390	916	2,197	2,940	1,000
Charges by Other Funds - General	10,000	10,000	-	10,000	10,000
Uniforms - General	1,839	666	150	4,000	2,250
Total Commodities:	36,422	39,811	15,871	46,740	35,500
Capital Outlay					
Capital Outlay Equip - Equipment		7,072	-	20,000	-
Total Capital Outlay:	-	7,072	-	20,000	-
Debt Service					
Interest on Bonds - Bond	12,828	11,538	5,260	10,163	8,562
Total Debt Service:	12,828	11,538	5,260	10,163	8,562
Total Airport Expenditures:	790,938	710,938	300,484	821,500	674,752

City of Morgantown

Municipal Airport Fund Budget

Budget Year 2021

Account Description	FY18 Actuals	FY19 Actuals	FY20 Actuals at 12/31/19	FY20 Amended Budget	2021 Department Requested
Airport FBO					
Personnel					
Salary & Wages - Employee	251,883	306,598	160,973	295,953	297,150
FICA Tax - Social Security	16,711	20,236	10,597	19,899	19,663
FICA Tax - Medicare	3,908	4,733	2,478	4,654	4,599
Group Insurance - Employee Benefits	93,001	116,620	50,872	137,653	109,633
Contribution to Pension Fund - Employee Pension	38,211	47,511	25,735	47,886	50,681
Overtime - General	32,923	24,383	11,911	25,000	20,000
Total Personnel:	436,637	520,081	262,566	531,045	501,726
Contracted Services					
Telephone - General	9,343	6,743	2,575	9,000	-
Telephone - Cellular Phone	2,145	2,131	527	1,500	2,200
Travel & Training - General	7,896	1,285	111	5,000	2,000
Postage - General	158	69	365	3,000	2,500
Contracted Services General	417	-	-	360	360
Bank Charges - General	16,903	21,256	11,624	22,000	22,000
Repairs & Maintenance - Equipment	2,648	1,549	2,065	5,000	5,000
Rents & Leases - Equipment Rental	28,099	24,110	15,936	27,200	30,000
Insurance - Workers Compensation	5,423	5,239	4,941	9,055	9,152
Insurance - Property & Liability	10,758	11,057	9,287	20,600	11,990
Total Contracted Services:	83,790	73,439	47,431	102,715	85,202
Commodities					
Supplies & Materials - Office Supplies	1,361	959	911	1,000	1,000
Supplies & Materials - Operating Supplies	130	169	-	200	200
Purchases for Resale - Jet Retail	991,895	816,556	537,641	975,000	850,000
Purchases for Resale - AV Gas	166,169	203,002	94,942	225,000	170,000
Purchases for Resale - Oil & Pristine	47,718	39,916	2,167	30,000	27,000
Purchases for Resale - Catering Supplies	147	-	-	-	-
Purchases for Resale - Pilot Supplies	854	868	-	1,000	200
Total Commodities:	1,208,274	1,061,470	635,661	1,232,200	1,048,400
Total Airport FBO Expenditures:	1,728,701	1,654,990	945,658	1,865,960	1,635,328
Total Airport Expenditures	\$ 2,519,639	\$ 2,365,928	\$ 1,246,142	\$ 2,687,460	\$ 2,310,080

City of Morgantown

Airport Improvement Fund

Budget Year 2021

Account Description	FY20 Actuals at 5/31/2020	FY20 Amended Budget	2021 Department Requested
Revenue			
Grants			
Federal Grants FAA Grant 37/15 Construct Apron	\$ 513,572	\$ 378,595	\$ -
Federal Grants FAA Grant 40/18 EA Reimbursement	14,340	33,302	-
Federal Grants FAA Grant 41/19 Misc Airfield Upgrade	104,838	1,012,140	907,302
Federal Grants FAA Grant 43/20 CARES Act	-	-	69,000
Federal Grants FAA Grant 42/20 Runway Ext Grant	-	-	7,777,778
Federal Grants FAA Grant Land Acquisition	-	-	1,000,000
Federal Grants FAA Grant Design & Bid	-	-	1,861,245
State Grants - State Grant Share 40/18	-	1,850	-
State Grants - State Grant Share 41/19	5,223	56,230	51,007
Contrib Other Funds Capital Escrow Match	-	54,401	54,401
Total Grants	637,973	1,536,518	11,720,733
Other Financial Sources			
Contrib Other Entities Capital Escrow - Runway Protect.	-	1,000,000	1,000,000
Contrib Other Entities Capital Escrow - Land Acquisition	5,950	500,000	494,050
Contrib Other Funds Capital Escrow Fund	-	273,738	73,172
Carryover	-	762,587	40,898
Interest Earned - Investments	5,568	400	500
Airport Revenues - PFC Revenue	27,810	25,000	26,500
Contrib Other Entities MCDA	-	700,000	700,000
Total Other Financial Sources	39,328	3,261,725	2,335,120
Total AIP Revenue	677,301	4,798,243	14,055,853
Expenditures			
Grant Expenditures			
Capital Outlay FAA 41/19 Grant	104,458	1,124,600	1,008,113
Capital Outlay FAA 37/15 Grant	537,654	432,996	-
Capital Outlay FAA 40/18 Grant	-	35,153	-
Capital Outlay FAA Land Acquisition	-	-	1,000,000
Capital Outlay FAA Design and Bid	-	-	1,861,245
Contrib to Airport FAA 4320 Grant (CARES ACT)	-	-	69,000
Capital Outlay FAA Runway Extension Grant	-	-	4,520,905
Total Grant Expenditures	642,112	1,592,749	8,459,263
Other Expenditures			
Capital Outlay Runway Ext-Env Assessment	-	50,000	50,000
Capital Outlay Runway Extension Protection Zone	-	1,000,000	1,000,000
Capital Outlay Runway Extension Land Acquisition	5,950	500,000	494,050
Capital Outlay Runway Extension Design	477,371	477,448	77
Capital Outlay Runway Extension BCA	-	131,000	131,000
Capital Outlay Hangar Construction	107,221	-	-
Capital Outlay Equip - Equipment (PFC FUNDS)	-	-	26,500
Contingency	-	1,103,276	3,894,963
Total Other Expenditures	590,542	3,261,724	5,596,590
Total AIP Expenditures	\$ 1,232,654	\$ 4,854,473	\$ 14,055,853

City of Morgantown

Municipal Sales and Use Tax Fund Budget

Budget Year 2021

Account Description	FY19 Actuals	FY20 Actuals at 12/31/19	FY20 Amended Budget	Department Requested
Revenue				
Municipal Sales & Use Tax	\$ -	\$ -	\$ -	\$ 3,375,000 *
Interest Earned	-	-	-	5,000
Total Revenue	-	-	-	3,380,000
Expenditures				
Contribution - BOPARC				744,357
Contribution - Retirement Fund				744,356
Contribution - Capital Escrow Fund				744,356
Contribution - General Fund				744,356
Contribution - General Fund B&O				
Reduction Payment				397,575 **
Contingency	-	-	-	5,000
Total Expenditures	\$ -	\$ -	\$ -	\$ 3,380,000

* 75% of the \$4,500,000 estimate provided by the WV State Tax Department which includes a 10% COVID-19 reduction

** This General Fund payment represents 75% of the General Fund budgeted B&O Tax reduction of \$530,100 for FY 2021

City of Morgantown Metropolitan Theatre Budget

Budget Year 2021

Account Description	FY18 Actuals	FY19 Actuals	FY20 Actuals at 12/31/19	FY20 Amended Budget	2021 Department Requested
Revenue					
Amusement Tax General	\$ 4,500	\$ 5,820	\$ -	\$ 10,000	\$ 10,000
Per Seat Fee MET Theatre	12,700	15,402	10,726	15,000	18,000
Rents & Other - Property Rental	15,624	10,000	2,500	10,800	6,000
Rents & Other - Concession Income	9,808	22,004	20,390	45,000	50,000
Rents & Other - MET Theatre Rental	91,750	86,750	31,224	78,000	65,000
Rents & Other - WVU Rental	-	-	-	-	35,000
Interest Earned Investments	21	147	101	100	100
Reimbursements - Other	8,579				-
Miscellaneous Other		1,996	-	3,000	2,000
Contrib Other Funds General Fund	92,175	101,465	73,970	104,710	104,710
Total MET Revenue	235,157	243,584	138,911	266,610	290,810
Expenditures					
Total Contingency:	-	-	-	660	5,710
Personnel Services					
Salary & Wages - Employee	22,502	36,551	25,477	35,000	40,000
Salary & Wages - Theatre Manager - MOU		90,718	50,881	93,000	95,000
FICA Tax - Social Security	1,417	2,260	1,591	2,200	2,500
FICA Tax - Medicare	331	529	372	500	600
Group Insurance - Employee Benefits	828				-
Overtime - General	381		180		-
Total Personnel Services:	25,459	130,058	78,501	130,700	138,100
Contracted Services					
Telephone - General	10,292	7,697	2,742	7,800	-
Utilities - Electric	48,014	42,617	30,528	49,000	49,500
Utilities - Gas	12,378	16,795	1,545	14,000	13,000
Utilities - Water	809	674	270	1,000	1,000
Utilities - Storm Sewer	296	430	99	500	500
Travel and Training - General		907			1,000
Advertising & Legal Publications - General		323	-	10,000	10,000
Postage - General		13			-
Contracted Services General	92,540	13,490	457	7,500	22,500
Bank Charges - General	20	10	-	100	100
Repairs & Maintenance - Buildings & Grounds	16,313	8,934	1,980	15,000	15,000
Repairs & Maintenance - Equipment	1,536		100	5,000	5,000
Rents and Leases - Equipment Rental		59	-	2,000	2,000
Dues and Subscriptions - General	15	15			-
Insurance - Workers Compensation	-	-	-	350	400
Total Contracted Services:	182,213	91,964	37,721	112,250	120,000
Commodities					
Supplies & Materials - Office Supplies	255	1,776	113	3,000	3,000
Supplies & Materials - Operating Supplies	5,426	4,580	1,353	2,500	2,500
Supplies & Materials - Concession Supplies	4,832	8,242	5,587	15,000	16,500
Supplies & Materials - Janitorial Supplies	1,509	2,119	1,092	2,500	5,000
Total Commodities:	12,022	16,717	8,145	23,000	27,000
Capital Outlay					
Capital Outlay Equip - Equipment	1,752				-
Total Capital Outlay:	1,752	-	-	-	-
Total MET Expenditures	\$ 221,446	\$ 238,739	\$ 124,367	\$ 266,610	\$ 290,810



The City of Morgantown

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

Office of the City Manager

City Manager's Report for City Council Meeting on June 16, 2020

Information:

A. Morgantown Police Department and Code of Conduct

Like many in our community, I share in the heartbreak and anger over the murder of George Floyd, the series of racist events and excessive force against protesters across the country, and the systemic racism that continues to exist in the United States. The weight of these recent tragedies falls especially heavy on me because I am in a position of leadership within the City and work directly with our Police Department.

With that being said, the Morgantown Police Department has been a leader in the state when it comes to training, code of conduct, and review of use of force. I find that they serve their community with extreme professionalism and respect for all citizens and are held to a very high standard.

I want to take a moment to highlight a few facts that you may not be aware of. All Morgantown Police Officers are required to attend and complete de-escalation and implicit bias training annually, as well as training on a number of other topics. Chokeholds are considered deadly force and as such are prohibited as a means of control and restraint. Our code of conduct requires intervention and failure to report is a violation of that code. Shooting at moving vehicles or from moving vehicles is prohibited. Excessive force is a violation of Fourth and Eighth amendment, State Law and Policy and is never permissible. One use of excessive force incident may be grounds for termination or prosecution. Every single use of force requires the officer to file a use of force report documenting the force used including the circumstances of what caused that application of force and why it was used. The use of force is reviewed by the immediate supervisor, the body camera video, in car video, reports of any and all other officers present, statements of any witnesses to the incident and forwarded to the Office of the Chief, where it is reviewed by Senior Staff for compliance with policy, procedure and law. In addition, subject matter experts, such as Firearms Instructors, Pepper Spray Instructor, Defensive Tactics Instructor, etc., review the package. The Morgantown Police Department was the first agency in the state to submit use of force data into the FBI database. This is not mandatory, but we were the first to start and have continued to do so. While no community is

immune, the Morgantown Police has made every effort to ensure racial injustice and tragedy does not happen here.

As a leader in local government, I promise to work with local industry leaders and our Police Department to identify where we can improve. There is always room to improve. Working together, we can create the kind of community we envision, where everyone can flourish and where all our residents feel safe.

B. Update on Encampment Situation in Lower Greenmont

The City of Morgantown met with leaders in the community on June 9th to address concerns related to the encampment along Deckers Creek in Lower Greenmont and have developed a plan to ensure the individuals there have access to safe and affordable housing.

The Encampment Task Force included members from the City of Morgantown, Monongalia County Commission, West Virginia Coalition to End Homelessness, Health Right, Bartlett House, United Way, the property owners, West Virginia ACLU, and Our Future West Virginia.

The goal of the Encampment Task Force is to move individuals from the encampment into permanent housing. As of Friday June 12, the Coalition has already moved seven (7) individuals into housing or substance abuse treatment programs. Each person received a move-in basket and plenty of food.

If you would be interested in donating household/move in supplies to these individuals as they move into housing, please contact Rachael Coen with the West Virginia Coalition to End Homelessness at rachaelcoen@wvceh.org.

C. Update on the Census Responses

The 2020 Census remains a vital tool for our community. West Virginia continues to have a very low self-response rate. However, the City and county continue to make progress, with many of our census tracts exceeding their 2010 self-response rates.

Currently, group quarters for WVU are not reflected in the self-response rates. This includes residence halls and Greek Houses. Our contacts at WVU indicated that approximately 6,500 individuals were submitted for their group quarter counts. This will give us a jump in numbers once shown in the data. information submitted, showing impressive numbers.

It is extremely important to all residents are counted. Please ask your friends and neighbors if they've responded yet! At Tuesday's meeting, I'll provide you with up to date information on our response rates and what we are doing to get more response.

New Business:

A. Bid Award for Remaining Forest Avenue House Demolition

The City sought bids to demolish a house on Forest Avenue. This house, along with several others, were acquired by the City surrounding a lawsuit. All other houses have been demolished. This house had been caught on fire and was not demolished at the same time as the others.

As described in the attached memo from City Engineer Damien Davis, staff is recommending that the City award the bid for the remaining Forest Avenue house demolition to Blue & Gold Development in the amount of \$24,349.00. They were the second to lowest bidder. Engineering disqualified the lowest bidder, Piedmont Services, due to a belief that there was an error in disposal requirements.

City staff recommends that Council award the bid to Blue & Gold Development.

B. City Appointment with Mon County Development Authority

The City Clerk's Office was contacted by the County Clerk, Renetta McClure, requesting that City Council provide a letter to the County appointing a City representative for the Mon County Development Authority.

The vacant seat on the Mon County Development Authority board is due to previous City Manager Paul Brake's resignation. City Council may choose to appoint the Interim City Manager for this position to continue consistency in City Management on the board.

City Council action is needed to appoint a City representative and notify the County.

Emily Muzzarelli, PE
Interim City Manager, Morgantown, WV



The City of Morgantown
Office of the City Engineer

Memorandum

To: Emily Muzzarelli
Interim City Manager & Assistant City Manager

From: Damien Davis
City Engineer

Date: June 11, 2020

Re: Demolition of 485 Forest Avenue

Bids for the demolition of 485 Forest Avenue were opened at 2:00pm on June 3, 2020. The results are as follows:

CONTRACTOR	COST
Piedmont Services	\$8,800.00
Blue Gold Development	\$24,349.00
Landscapes Plus	\$36,000.00
Anderson Excavating	\$37,470.00
SafeCo	\$55,000.00

Engineering has reviewed the submitted bids and recommends Council reject the low bid from Piedmont Services and award the contract to the next bidder, Blue Gold Development.

After discussions with Piedmont Services, Engineering believes their bid was in error based on the disposal requirements set forth in the advertisement for Bids. In rejecting the low bid, the following conditions must be met per W. Va. Code Ann. § 5-22-2.

The public entity may only reject an erroneous bid after the opening if all of the following conditions exist:

1. An error was made;
2. The error materially affected the bid;
3. Rejection of the bid would not cause a hardship on the public entity involved, other than losing an opportunity to receive construction projects at a reduced cost; and
4. Enforcement of the bid in error would be unconscionable

It is Engineering's belief that all conditions have been met.