



Office of the City Clerk

The City of Morgantown

Linda L. Little, CMC
389 Spruce Street, Room 10
Morgantown, West Virginia 26505
(304) 284-7439 Fax: (304) 284-7525
llittle@cityofmorgantown.org

**AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
JANUARY 7, 2014
7:00 p.m.**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE TO THE FLAG
4. APPROVAL OF MINUTES: Regular Meeting – December 17, 2013
Special Meeting – December 17, 2013 (5:00 pm)
Special Meeting – December 17, 2013 (6:00 pm)
5. CORRESPONDENCE
6. UNFINISHED BUSINESS:
 - A. BOARDS AND COMMISSIONS
7. PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION
8. SPECIAL COMMITTEE REPORTS
9. NEW BUSINESS:
 - A. Consideration of **APPROVAL** of **FIRST READING** of **AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN THE CITY, AS LESSOR, AND MOUNTAINEER CONTRACTORS, INC., AS LESSEE, AND PERTAINING TO OFFICE SPACE WITHIN THE TERMINAL BUILDING OF THE MORGANTOWN MUNICIPAL AIRPORT.**

B. Consideration of **APPROVAL of A RESOLUTION TO ADMINISTER GRANT FUNDS FROM THE WEST VIRGINIA DIVISION OF FORESTRY FOR THE MAINTENANCE OF PUBLIC TREES IN THE CITY OF MORGANTOWN.**

10. CITY MANAGER'S REPORT:

INFORMATION:

1. FY 2015 Budget Schedule

11. REPORT FROM CITY CLERK

12. REPORT FROM CITY ATTORNEY

13. REPORT FROM COUNCIL MEMBERS

14. ADJOURNMENT

If you need an accommodation contact us at (304) 284-7439

SPECIAL MEETING DECEMBER 17, 2013:

The special meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, December 17, 2013 at 5:00 p.m.

PRESENT: Mayor Jenny Selin, and Council Members, Ron Bane, Bill Kawecki, Wes Nugent, Marti Shamberger, Mike Fike, Nancy Ganz, City Manager Jeff Mikorski and City Clerk Linda Little were present.

The meeting was called to order by Mayor Selin.

INTERVIEWS FOR THE BOARD OF ZONING APPEALS:

Council Members interviewed the applicants to fill one vacancy on the Board of Zoning Appeals. Linda Herbst, William Burton and John Lambertson were present and questions were then posed to each candidate individually. William Rochinich was not in attendance for his interview.

EXECUTIVE SESSION: Following the interviews, motion by Fike, second by Ganz to move into executive session pursuant to Section 6-9A-4(b)-2(A) of the West Virginia Code in order to discuss personnel matters; with Mayor Selin, and Council Members present. Session entered into at 5:38 p.m., exited at 5:59 p.m.

ADJOURNMENT:

There being no further business, Council adjourned the special meeting at 5:59 p.m.

City Clerk

Mayor

***A FULL TRANSCRIPT OF ALL COUNCIL MEETINGS IS AVAILABLE ON CD AT THE MORGANTOWN CITY LIBRARY.**

SPECIAL MEETING DECEMBER 17, 2013:

The special meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, December 17, 2013 at 6:00 p.m.

PRESENT: Mayor Jenny Selin, and Council Members, Ron Bane, Bill Kawecki, Wes Nugent, Marti Shamberger, Mike Fike, Nancy Ganz, City Manager Jeff Mikorski and City Clerk Linda Little were present.

The meeting was called to order by Mayor Selin.

INTERVIEWS TO ESTABLISH THE WOODBURN REDEVELOPMENT COMMISSION:

Council Members interviewed applicants to serve as members of the inaugural term of the newly formed Woodburn School Redevelopment Commission. Chris Haddox, Caroline Keicher, Timothy Mashburn, Bonne Witmyer and Mark Furfari were present and questions were then posed to each candidate individually.

EXECUTIVE SESSION: Following the interviews, motion by Fike, second by Shamberger to move into executive session pursuant to Section 6-9A-4(b)-2(A) of the West Virginia Code in order to discuss personnel matters; with Mayor Selin, and Council Members present. Session entered into at 7:10 p.m., exited at 7:29 p.m.

ADJOURNMENT:

There being no further business, Council adjourned the special meeting at 7:29 pm.

City Clerk

Mayor

***A FULL TRANSCRIPT OF ALL COUNCIL MEETINGS IS AVAILABLE ON CD AT THE MORGANTOWN CITY LIBRARY.**

REGULAR MEETING, DECEMBER 17, 2013: The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, December 17, 2013. The meeting was called to order by Mayor Selin at 7:30 P.M.

PRESENT: City Manager Jeff Mikorski, Assistant City Manager of Operations Glen Kelly, City Attorney Steve Fanok, City Clerk Linda Little, Mayor Jenny Selin and Council Members: Ron Bane, Bill Kawecki, Wes Nugent, Marti Shamberger, Mike Fike and Nancy Ganz.

APPROVAL OF MINUTES: The minutes of the December 3, 2013 Regular Meeting were approved as presented by acclamation.

CORRESPONDENCE: The rules were suspended to allow a presentation:

Colleen Harshbarger gave a presentation on a Safe Communities designation, and informed Council on how such a designation can be obtained for Morgantown, if desired by City Council. A power point presentation was viewed, and a handout was given to Council Members about the topic.

PUBLIC HEARING – AN ORDINANCE BY THE CITY OF MORGANTOWN ADDING A NEW SECTION 941.08 TO ITS MUNICIPAL CODE, AS THE SAME APPLIES TO THE USE OF TOBACCO PRODUCTS AND ELECTRONIC CIGARETTES ON OR IN PROPERTIES AND FACILITIES CONTROLLED OR UNDER THE JURISDICTION OF THE MORGANTOWN BOARD OF PARK AND RECREATION COMMISSIONERS.

There being no appearances, Mayor Selin declared the Public Hearing closed.

PUBLIC HEARING – AN ORDINANCE AMENDING THE FY2013-2014 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN ON THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

There being no appearances, Mayor Selin declared the Public Hearing closed.

PUBLIC HEARING – AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTION 905.02 OF ITS STREETS, UTILITIES AND PUBLIC SERVICES CODE, BY ADDRESSING THE SALE OF PRODUCE, FOOD, GOODS, WARES AND OTHER MERCHANDISE UPON SIDEWALKS OF THE CITY.

Sarah Burkhart, 176 Kingwood Street, spoke in opposition to the proposed Ordinance, and asked Council to reconsider their votes. She noted a study on food vendors downtown done by the City of London and asked Council to support the food vendors for the benefit of Morgantown's local economy.

Sam Wilkinson, 709 Park Street, spoke in opposition to the proposed Ordinance, and expressed objection to the passage of any Ordinances regulating food vendors. He feels that the regulations are a "handout" to brick and mortar businesses. He stated that he feels the rules are politically motivated.

Collin Thomas Wood, 420 Clark Street, spoke in opposition to the proposed Ordinance, and concurred with Mr. Wilkinson asking Council to reconsider passage of the Ordinance. He postulated that the timing of the passage of these Ordinances was purposeful in order to avoid complaints from students who are not present to speak against the measures.

Earnest Montyo, 1137 Eastgate Manor, spoke in opposition to the proposed Ordinance and defended the food vendor's pursuit of the American Dream. He asked Council to support small businesses and reconsider their votes.

Ray Glymph, 1420 Center Hill Avenue, Owner of the Morgantown Taco Truck, spoke in opposition to the proposed Ordinance and feels the measures will impose a tax upon small vendors. He emphasized the importance of nighttime safety downtown and stated that there have been no late night incidents caused by the food vendors.

Christina Green, 133 Marlin Street, Apt. 3, spoke in opposition to the proposed Ordinance and spoke about Mr. Byrd, a vendor. She feels the Ordinance will take away his livelihood. Ms. Green asserts the problems downtown are due to the drunk bar patrons and not the vendors. She asked Council to reconsider their votes.

Thomas Guy, 68 Kingwood Street, spoke in opposition to the proposed Ordinance and defended small businesses downtown. He remarked about big businesses entering downtown and the greater effect it has on small businesses and food vendors alike. He questioned Council's true motivations in passing such an Ordinance.

Tyler Nathaniel Turner, 89 Marion Street, spoke in opposition to the proposed Ordinance, and stated that he works at a small business downtown. He remarked his support for Mr. Byrd and The Hot Dog Man. He recounted interactions he witnessed between bar-goers and the vendors.

Nick Papanicklous, owner of business on High Street, spoke in opposition to the proposed Ordinance and noted that he has witnessed food vendors cleaning up the after their patrons.

Bethany Royce, 134 Peasant Street, spoke in opposition to the proposed Ordinance, and stated that the 300 block of High Street is the busiest and best lit area in downtown. She asked Council to reconsider their vote on the Ordinance.

Maurice Matthews, 119A Beechurst Avenue, spoke in opposition to the proposed Ordinance, asking Council not to take the vendors away, as the low cost food they provide improves the night life experience downtown.

Jonathan [name inaudible], 128 Columbus Drive, spoke in opposition to the proposed Ordinance and gave a personal plea to Council, recounting his relationships with Mr. Byrd and other vendors. He reported that they often intervene in situations and help to their patrons and the greater community. He stated that they stop people from driving drunk and stop fights as well.

Jonathan [name inaudible], 469 Junior Avenue, spoke in opposition to the proposed Ordinance, asserting that the measures will "kill" small businesses and asked Council to reconsider their votes.

Speaker [name inaudible], 100 Mountain Valley Dr., spoke in opposition to the proposed Ordinance and described how he was given a hot dog for free once. He feels that it is inhumane to take business away from the vendors who's downtown ventures are their only income.

Ryan Cox, WVU Graduate, spoke in opposition to the proposed Ordinance, also describing how he received free food from vendors as a college student. He offered his respect for Mr. Byrd and noted his positive affect on Morgantown residents and students. He stated the Ordinance is a step in the wrong direction and asked Council to reconsider their votes and support the food vendors.

Derek Shanks, 341 Lindhurst Street, food truck vendor, spoke in opposition to the proposed Ordinance and described how he relocated to Morgantown specifically to fill a need for food vendors and build a life and small business in Morgantown. He asked Council to reconsider their votes.

Casey Piper, 804 College Avenue, spoke in opposition to the proposed Ordinance and expressed that civil liberties should not be taken away in the name of public safety. She feels this loss of freedoms is unacceptable.

George Cable, 327 Willey Street, spoke in opposition to the proposed Ordinance and asked Council to educate the citizens on the details of Ordinances where there are points of contention among those it affects.

Randy Jones, 762 Spring Branch Road, WVU SGA Liaison, stated that the students have spoken their opinion to the Council on the issue, and hoped that Council would likewise speak to the students about future issues that concern them.

There being no other appearances, Mayor Selin declared the Public Hearing closed.

PUBLIC HEARING – AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTION 361.09 OF ITS TRAFFIC CODE, AS THE SAME APPLIES TO PUBLIC PARKING SPACES AND THE SAME OF PRODUCE, FOOD, GOODS, WARES OR OTHER MERCHANDISE IN THE DOWNTOWN BUSINESS DISTRICT OF THE CITY.

There being no appearances, Mayor Selin declared the Public Hearing closed.

PUBLIC HEARING – AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING IT, AS LESSOR, TO LEASE SPACE AT THE FORMER WOODBURN SCHOOL, NOW OWNED BY THE CITY, TO “GIRLS ON THE RUN”, LESSEE.

There being no appearances, Mayor Selin declared the Public Hearing closed.

UNFINISHED BUSINESS:

AN ORDINANCE TO PROHIBIT TOBACCO USE AT BOPARC PROPERTIES AND FACILITIES: The below entitled Ordinance was presented for second reading:

AN ORDINANCE BY THE CITY OF MORGANTOWN ADDING A NEW SECTION 941.08 TO ITS MUNICIPAL CODE, AS THE SAME APPLIES TO THE USE OF TOBACCO PRODUCTS AND ELECTRONIC CIGARETTES ON OR IN PROPERTIES AND FACILITIES CONTROLLED OR UNDER THE JURISDICTION OF THE MORGANTOWN BOARD OF PARK AND RECREATION COMMISSIONERS.

Motion by Shamberger, second by Ganz to adopt the above entitled Ordinance. Motion carried 7-0.

AN ORDINANCE AMENDING THE ANNUAL BUDGET, GENERAL FUND: The below entitled Ordinance was presented for second reading:

AN ORDINANCE AMENDING THE FY2013-2014 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN ON THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

Motion by Fike, second by Ganz to adopt the above entitled Ordinance. After explanation from the City Manager, motion carried 7-0.

AN ORDINANCE AMENDING SECTION 905.02, SALES UPON CITY SIDEWALKS: The below entitled Ordinance was presented for second reading:

AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTION 905.02 OF ITS STREETS, UTILITIES AND PUBLIC SERVICES CODE, BY ADDRESSING THE SALE OF PRODUCE, FOOD, GOODS, WARES AND OTHER MERCHANDISE UPON SIDEWALKS OF THE CITY.

Motion by Kawecki, second by Shamberger to adopt the above entitled Ordinance. After explanation from the City Manager, the City Attorney explained the minor amendments made since the original version of the Ordinance was last presented. Motion by Kawecki, second by Ganz to approve of the minor amendments as described. After discussion, motion on the amendments carried 6-1. Councilor Bane voted NO. After further discussion, roll was called on the main motion, and the above entitled Ordinance was adopted 6-1, as amended. Councilor Bane voted NO.

AN ORDINANCE AMEND SECTION 361.09, PARKING SPACES AND SALES IN THE DOWNTOWN BUSINESS DISTRICT: The below entitled Ordinance was presented for second reading:

AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTION 361.09 OF ITS TRAFFIC CODE, AS THE SAME APPLIES TO PUBLIC PARKING SPACES AND THE SAME OF PRODUCE, FOOD, GOODS, WARES OR OTHER MERCHANDISE IN THE DOWNTOWN BUSINESS DISTRICT OF THE CITY.

Motion by Fike, second by Bane to adopt the above entitled Ordinance. After explanation from the City Manager, the City Attorney explained the minor amendments made since the original version of the Ordinance was last presented. Motion by Bane, second by Ganz to approve of the minor amendments as described. Motion on the amendments carried 7-0. After further discussion, the main motion to adopt the above entitled Ordinance was carried 7-0, as amended.

AN ORDINANCE LEASING SPACE AT WOODBURN SCHOOL TO 'GIRLS ON THE RUN': The below entitled Ordinance was presented for second reading:

AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING IT, AS LESSOR, TO LEASE SPACE AT THE FORMER WOODBURN SCHOOL, NOW OWNED BY THE CITY, TO "GIRLS ON THE RUN", LESSEE.

Motion by Ganz, second by Shamberger to adopt the above entitled Ordinance. Motion carried 7-0.

BOARDS AND COMMISSIONS: Motion by Bane, second by Nugent and carried by acclamation, William Burton was appointed to the Board of Zoning appeals. Motion by Nugent, second by Shamberger and carried by acclamation, the following persons were appointed to form the Woodburn School Redevelopment Commission: Chris Haddox, Timothy Mashburn, Bonnie Witmyer, Mark Furfari, Mary Angel Blount, Christina Byrne-Hoffman and Kerry Lilly.

PUBLIC PORTION:

Guy Panrell, South Hills Drive, recalled his recent appointment to, and participation on the Ward and Boundary Commission. He noted that 5 different Council members attended both of the recent meetings and that they insisted upon speaking even though there was no public portion at those meetings. He stated that he felt these actions were disrespectful to both the Commission and the City Clerk. He requested that Council

allow the City Administrators to do the jobs they have been given and run the affairs of the City without interference. He urged the Council to focus on their job of supervising the Manager and supporting efforts to improve infrastructure, update vital equipment and properly compensate its employees.

Christina Byrne-Hoffman, appointed to the Woodburn School Redevelopment Commission, thanked Council for her appointment and corrected the spelling of her name, for the record.

There being no other appearances, Mayor Selin declared the public portion closed.

SPECIAL COMMITTEE REPORTS: No Reports.

NEW BUSINESS:

A RESOLUTION TO APPLY FOR AND ADMINISTER A COMMUNITY PARTICIPATION GRANT, FUNDS FOR USE FOR THE ZACKQUILL MORGAN STATUE PROJECT: The above entitled Resolution was presented for approval.

After explanation from the City Manager, motion by Nugent, second by Bane to approve the above entitled Resolution. Motion carried 7-0.

CITY MANAGERS REPORT:

NEW BUSINESS:

1. Engineering Services for Sunnyside TIF Phase 2

After explanation from the City Manager, motion by Shamberger, second by Kawecki to approve the engineering services contract, as presented. Motion carried 7-0.

REPORT FROM CITY CLERK: City Clerk Little wished everyone a Merry Christmas and a Happy New Year.

REPORT FROM CITY ATTORNEY: No Report.

REPORT FROM COUNCIL MEMBERS: (Roll Reversal)

Councilor Ganz:

Councilor Ganz commented that there is too much violence and drunkenness downtown, and regrets that the public has misconceptions about the Council's intentions with regard to the vendor Ordinances. She praised the efforts of the vendors as described by the public, and hoped to invite them to other downtown events. She regrets the misinformation that spread about the Ordinances, and hopes that the people who cared to speak will become involved in making the community better. She offered to speak more in detail with anyone willing about this or future issues of controversy. She wished everyone peace and safe travels this holiday season.

Councilor Fike:

Councilor Fike announced he was asked to serve on the MTEC advisory council and reported on their latest meeting. He noted many graduates enter the workforce in Morgantown well trained. He reminded Council that much time has been spent interviewing

boards and commission applicants and urged Council to continue placing the importance of boards and commissions at the forefront of its decision making.

Councilor Shamberger:

Councilor Shamberger announced her participation in the Mon County Child Advocacy Center for abused children and family support. She noted the airline trip she and Mayor Selin took, they flew from Morgantown to Clarksburg to tour their airport and downtown and meet with the Clarksburg Mayor. She noted the honor certificates for Eastwood Elementary students and then thanked all those who spoke on the vendor issue. She concurred that there is misinformation on the subject. She addressed comments made at the Public Portion, and admitted to attending the Ward and Boundary Commission meeting and asking questions. She stated she felt the need to speak because there was no public portion at the meeting and she wanted to ensure the Commission would follow procedures for boundary setting as described in the City's Charter. She also clarified that the Charter states the Council is responsible only for the Manager, Clerk and Judge. She then wished everyone happy holidays.

Councilor Nugent:

Councilor Nugent thanked the Church of the Brethren carol organizers and announced the upcoming Wiles Hill Highland Park neighborhood association meeting. He announced the Museum Commission meeting, and the Manager's forum on downtown development issues. He announced a community reception at the Alumni Center for President Clements. He wished everyone happy holidays.

Councilor Kawecki

Councilor Kawecki noted recent coal forums in the area and then inquired what the format will be with regard to the Manager's downtown development forum. Mr. Mikorski replied that zoning, development, comprehensive plan and other information would be presented to the public and there would be time for public comment as well.

Councilor Bane:

Councilor Bane explained his vote on the vendor issues, and then expressed concerned over some Councilor's interest in the Ward and Boundary Commission. He cautioned Councilors who involve themselves with the Commission, not to violate the Charter and interfere with the Commissioners' charge. He noted that he has also heard of Council interference with Administration. He urged Councilors not to do so, as Charter violation can result in expulsion from Office. He then offered compliments to the Manager, Mr. Mikorski for his efforts and work over the past year, and thanked him. He then wished all happy holidays.

Mayor Selin:

Mayor Selin announced the retired Kitchenaire Band has been honored and their instruments have been donated to the Morgantown History Museum. She then announced several community events including: Poets open-mic night, the Manager's public forum on downtown development, flights from

Morgantown's airport, the Wizard of Oz at the Met Theatre, and the winter Farmer's Market. She thanked those who spoke on the vendor issues and recognized that vendors are vital to the downtown area. She thanked Councilor Fike for his involvement with MTEC and then wished everyone happy holidays.

ADJOURNMENT: There being no further items of business or discussion, the meeting adjourned by unanimous consent at 9:55 p.m.

City Clerk

Mayor

***A FULL TRANSCRIPT OF ALL COUNCIL MEETINGS IS AVAILABLE ON DVD AT THE MORGANTOWN CITY LIBRARY.**



Office of the City Manager

The City of Morgantown

City Manager
Jeff Mikorski, ICMA-CM
389 SPRUCE STREET
MORGANTOWN, WEST VIRGINIA 26505
(304) 284-7405 FAX: (304) 284-7430
www.morgantownwv.gov

City Manager's Report for City Council January 7, 2014

Information:

FY 2015 Budget Schedule

Once again, budget season is upon us, below is the recommended schedule of budget meetings for the upcoming months:

- January 21, 2014 – Work Session prior to the regular Council meeting explaining the budget process and revenues and expenditures in general terms to educate for upcoming FY 2015 budget process.
- February 1, 2014 – All requests from outside agencies for funding are due, with a specific due date included on the request form. Funding requests received after the 1st Friday will not be included in the proposed budget.
- February 14, 2014 – Manager's submission to City Council of proposed FY 2015 budget.
- February 25, 2014 – City Council Committee of the Whole discussion of proposed budget.
- March 3, 2014 – Certified assessed value due from County Assessor.
- March 4, 2014 - Council acts on first reading of adoption of next fiscal year's budget.
- March 18, 2014 - Council acts on second reading of adoption of next fiscal year's budget. Immediately upon final approval – Budget is published in the newspaper once per week for two consecutive weeks
- March 29, 2014 - Budget to be submitted to State Auditor's Office for review.
- April 3, 2014 - Upon approval of State Auditor's Office, council approves, adopts and lays the levy. Presentation of final compiled performance based budget document.
- Within 3 days of laying the levy, the levy order is prepared, certified and forwarded to the State Auditor, who then turns the order over to the County Assessor.


Jeff Mikorski ICMA-CM,
Morgantown City Manager

BOARDS AND COMMISSIONS - TERMS EXPIRED AND CURRENT VACANCIES

HUMAN RIGHTS COMMISSION:

Attached is a letter from Warren Harger resigning from the Human Rights Commission. City Clerk will advertise for candidates. Deadline for applicants is January 20, 2014. Appt. by City Council. Resident of City.

TRAFFIC COMMISSION:

The 5th ward member has resigned. Residents appointed by Council, must represent specific categories.

TRANSIT AUTHORITY BOARD OF DIRECTORS:

Dave Bruffy, General Manager of Mountain Line Transit Authority that Council needs to accept the nomination of Clement Solomon the City/County appointment. Attached is Mr. Solomon's bio for Council's review and the agreement stating a representative from West Virginia University will be the City/County appointment. Council can vote on this appointment on January 7, 2013.

URBAN LANDSCAPE COMMISSION:

Judy Kierig resigned this is a Second Ward representative, our Second Ward Councilor (Bill Kawecki) is searching to find a replacement. Residents appointed by Council, must represent specific categories.

***POLICE & FIRE CIVIL SERVICE COMMISSIONS:** NEW PRESIDENTS APPOINTED IN JANUARY.

**Information for Boards and Commissions vacancies are placed in the Dominion Post, are advertised on the City's Government Station Channel 15, and are posted at the Library and also information is on the City's Web Page.*

**Council decided on 3-21-06 by unanimous consent that if there is only one candidate for Boards & Commissions, that they will not interview; the City Clerk will check with Council before scheduling a Special Meeting.*

**BZA and Planning Commission term expirations are advertised in October and interviews must be completed by December per State Law.*

Boards and Commission interview structure will be reviewed at a Committee of the Whole. 12/20/13

Application to Serve on City Boards and Commissions

THE CITY OF MORGANTOWN HAS NUMEROUS COMMITTEES, BOARDS, AND COMMISSIONS COMPRISED OF CITIZENS WHO GIVE OF THEIR TIME IN VERY IMPORTANT CAPACITIES. STATE LAWS PRESCRIBE THAT SOME OF THOSE BODIES RETAIN MEMBERS WHO HAVE CERTAIN EXPERIENCE, EDUCATION OR PROFESSIONAL CERTIFICATIONS. WE ASK THAT YOU PROVIDE THE FOLLOWING BASIC INFORMATION SO WE MAY EVALUATE PROSPECTIVE APPOINTEES' QUALIFICATIONS IN AN EXPEDIENT MANNER. A RESUME OR OTHER PERTINENT INFORMATION MAY BE SUBMITTED ALONG WITH THIS FORM.

MR/MS: Clement Solomon WORK/CELL PHONE: 304 293 5502

ADDRESS: 1112 Van Voorhis Road HOME PHONE: _____

Morgantown, WV ZIP: 26505

EMAIL ADDRESS: csolomon@wvu.edu

CITY RESIDENT? YES NO _____ YEARS OF CITY RESIDENCY 23 WARD
7

WHO IS YOUR EMPLOYER?(If Retired, Answer "Retired"): WVU

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN? Transportation and Parking

JOB TITLE or JOB DESCRIPTION: Director

PROFESSIONAL CERTIFICATIONS/LICENSES: _____

SPECIAL INTERESTS: _____

PLEASE CHECK THE COMMISSIONS YOU ARE INTERESTED IN SERVING:

- | | |
|--|---|
| <input type="checkbox"/> BOCA BOARD OF APPEALS | <input type="checkbox"/> MUSEUM COMMISSION |
| <input type="checkbox"/> BOARD OF PARKS AND RECREATION | <input type="checkbox"/> PARKING AUTHORITY |
| <input type="checkbox"/> BOARD OF ZONING APPEALS | <input type="checkbox"/> PERSONNEL BOARD |
| <input type="checkbox"/> BUILDING COMMISSION | <input type="checkbox"/> PLANNING COMMISSION |
| <input type="checkbox"/> FIRE CIVIL SERVICE | <input type="checkbox"/> POLICE CIVIL SERVICE |
| <input type="checkbox"/> HISTORIC LANDMARKS | <input type="checkbox"/> SISTER CITIES COMMISSION |
| <input type="checkbox"/> HUMAN RIGHTS | <input type="checkbox"/> TRAFFIC COMMISSION |
| <input type="checkbox"/> LIBRARY BOARD | <input checked="" type="checkbox"/> TRANSIT AUTHORITY |
| <input type="checkbox"/> MET BOARD | <input type="checkbox"/> URBAN LANDSCAPE COMMISSION |

SUBMIT TO: CITY CLERK, 389 SPRUCE STREET, RM.10, MORGANTOWN, WV, 26505.

Hooper Mages

MONONGALIA COUNTY COMMISSION

COURTHOUSE
MORGANTOWN, WEST VIRGINIA 26505

Florence L. Merow, Commissioner
John W. Pyles, Commissioner
Betty L. Wiley, Commissioner



Telephone: 304 291-7157

AN ORDINANCE CREATING A MONONGALIA COUNTY URBAN MASS TRANSPORTATION AUTHORITY IN COOPERATION WITH THE CITY OF MORGANTOWN AS A PARTICIPATING BODY

WHEREAS, the Monongalia County Commission and the Morgantown City Council have reviewed the recommendations and findings within a report titled "CONSOLIDATION OF TRANSIT SERVICE IN MONONGALIA COUNTY, WEST VIRGINIA", prepared by ATE Management & Service Company, Inc., hereinafter the "ATE Report",

WHEREAS, the ATE Report concluded that: (1) service duplication exists between the two bus systems, (2) operating and scheduling efficiencies of the two bus systems are compromised because of their coexistence, and (3) restrictions placed on passenger boardings and alightings, as a result of the operation of two bus systems, inhibit passenger travel;

WHEREAS, the ATE Report finds that the resolution of the aforementioned problems is dependent upon the consolidation of transit service in Monongalia County;

WHEREAS, the Monongalia County Commission and the Morgantown City Council have jointly established a Transit Advisory Committee to make recommendations regarding the feasibility of an Urban Mass Transportation Authority being created, which would replace both the County's and City's bus systems;

WHEREAS, the Transit Advisory Committee has since recommended to the County and the City that the two local governments establish an Urban Mass Transportation Authority;

WHEREAS, the Monongalia County Commission is of the opinion that it is in the best interests of the citizens of this community for an Urban Mass Transportation Authority to be created;

WHEREAS, the City of Morgantown has informed the Monongalia County Commission that it also believes that it is time to form an Urban Mass Transportation Authority; and

WHEREAS, the creation of such an Authority shall be a result of the two participating governments, namely, the County of Monongalia and the City of Morgantown, jointly forming such an Authority pursuant to Sections 8-27-1 et. seq. of the West Virginia Code.

NOW, THEREFORE, the County Commission of Monongalia County hereby ordains:

- (1) That the Monongalia County Urban Mass Transportation Authority is hereby created, contingent upon the City of Morgantown adopting a like ordinance;
- (2) that members of the Authority's Board shall be appointed in accordance with the provisions of Section 8-27-5 of the West Virginia Code;
- (3) that the Monongalia County Commission and Morgantown City Council shall each appoint three members to the Board, with the seventh member being an agreed upon appointee by the Monongalia County Commission and the Morgantown City Council (said appointee being a representative of West Virginia University);
- (4) that the remaining Sections of 8-27-1 et. seq. of the West Virginia Code shall apply to the creation of said Authority;
- (5) that the Monongalia County Commission and the City of Morgantown shall enter into an inter-governmental agreement which addresses their individual funding of the Authority;
- (6) that Monongalia County's Transit System shall remain in operation until such time as its governing body determines that it should be abolished;

- (7) should the City of Morgantown not adopt a like ordinance, establishing an Authority within 90 days of the date of this ordinance's adoption; the Monongalia County Commission shall repeal this ordinance.

This ordinance shall be in effect upon date of adoption subject to the contingencies contained herein.

First Reading: November 13, 1995

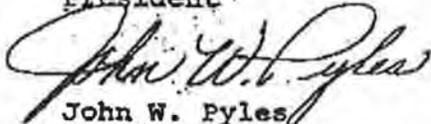
Second Reading and Public
Hearing: November 27, 1995

Final Reading and Adoption:

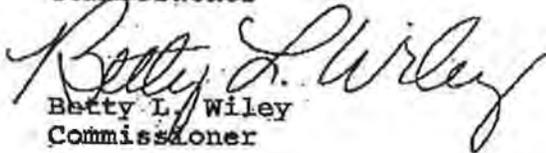
December 4, 1995



Florence L. Merow
President



John W. Pyles
Commissioner



Betty L. Wiley
Commissioner

AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN THE CITY, AS LESSOR, AND MOUNTAINEER CONTRACTORS, INC., AS LESSEE, AND PERTAINING TO OFFICE SPACE WITHIN THE TERMINAL BUILDING OF THE MORGANTOWN MUNICIPAL AIRPORT.

The City of Morgantown hereby ordains that its City Manager is authorized to execute the Lease Agreement, hereto attached, by and on behalf of the City of Morgantown.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

**LEASE AGREEMENT
MOUNTAINEER CONTRACTORS, INC.**

THIS AGREEMENT, made this first day of January, 2014, by and between the **City of Morgantown**, a municipal corporation, hereinafter referred to as the **"City"** and **Mountaineer Contractors, Inc.**, hereinafter referred to as **"Lessee"**.

WITNESSETH, THAT WHEREAS, the **"City"** owns, controls and operates the Morgantown Municipal Airport; and

WHEREAS, **"Lessee"** is engaged in the construction business, and **"City"** desires to lease and grant certain premises and facilities on said **"Airport,"** and **"Lessee"** desires to hire and obtain certain premises and facilities on said **"Airport,"** together within certain rights, licenses and privileges thereon.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - PREMISES

- 1.1 The **"City"** hereby leases to **"Lessee"** office space, more particularly identified in the Exhibit hereto attached, in the South Terminal for conducting **"Lessee's"** business.

ARTICLE II - CONSTRUCTION/INSTALLATION OF IMPROVEMENTS

- 2.1 The **"Lessee"** shall not, without prior written consent of the **"City"** make any permanent improvements to the assigned area such as the demolition of existing walls, the construction of new permanent walls, the installation of electrical outlets or lighting, or any modifications to the heating/air conditioning systems.
- 2.2 The **"Lessee"** may place furniture, property, and equipment into the assigned area as is necessary for the conduct of its business. Installed equipment which requires electrical or natural gas power shall be subject to the conditions outlined in ARTICLE VI, paragraph 6.1 of this Agreement. The **"Lessee"** shall have the right to remove the same upon termination of this Agreement, providing the premises are repaired to the satisfaction of the **"City"** or restored to their original condition after such removal.

ARTICLE III - TERM OF AGREEMENT

- 3.1 The **"Lessee"** shall have and hold said premises, facilities, rights, licenses, and privileges set forth herein for a term of one year commencing **January 1, 2014** and terminating **December 31, 2014**, unless sooner terminated as herein provided.

Upon its expiration, this lease may be extended by the parties on a year to year basis; provided, both parties agree to the same in writing, for each such individual renewal year

at least sixty (60) days prior to the expiration of the current lease year. Such writing shall contain an agreed upon rental fee for the renewal period in question.

- 3.2 It is the mutual intent of the parties that this Agreement shall remain in effect for the full term, subject to each party's right on breach.

ARTICLE IV - RENTAL FEES

- 4.1 The "Lessee" agrees to pay the "City" a monthly rental fee of \$750.00 total for office space composed of one office. Payment will be made in advance, on or before the first business day of each month during the term hereto and any extension thereof.
- (a) Failure to remit payment as to the prescribed time will result in an additional charge of 1.5% per month of all unpaid rents and fees.
 - (b) All sums due hereunder shall be paid by check payable to The City of Morgantown and mailed to the "Morgantown Municipal Airport," 100 Hart Field Road, Morgantown, West Virginia 26505 unless otherwise directed in writing by the "City".

ARTICLE V - MAINTENANCE OF PREMISES

- 5.1 The "City" agrees to provide the "Lessee" with basic custodial services for the corridor outside the assigned area. These services are limited to sweeping, mopping, and dusting of the corridor as needed.
- 5.2 The "City" agrees to maintain, at its expense, the basic infrastructure of the terminal building to include the basic structure, heating/air conditioning systems, plumbing systems and electrical systems provided however, such maintenance necessitated by the negligence of the "Lessee", his employees or agents, or by willful destruction, shall be at the expense of the "Lessee".
- 5.3 The "City" Airport Director or its/his duly appointed representatives shall have the right to enter the "Lessee's" assigned area to,
- (a) Inspect the assigned area at reasonable intervals during the "Lessee's" regular business hours, or at any time in case of an emergency, to determine if the "Lessee" is in compliance with the terms and conditions of this Agreement. The "City" may, at its discretion, require "Lessee" to effect any required maintenance or repairs at the "Lessee's" own cost; and
 - (b) Perform any and all things which the "Lessee" is obligated to, and has failed to do, after providing the "Lessee" with ten (10) days' written notice to act, including maintenance, repairs and replacements to "Lessee's" assigned area. The cost of all labor, materials and overhead

charges required for the performance of such work will be paid by the “Lessee” to the “City” within ten (10) days following receipt of invoice for said charges by “Lessee”.

ARTICLE VI - UTILITIES

- 6.1 The “City” shall pay for all electric current, water, and natural gas that enters the assigned area via presently installed underground utility lines and pipes, to the Terminal Building, and operated by local utility companies. The “Lessee” shall be expected to exercise all practical economy and failure to do so will constitute unsatisfactory operations. The “City” shall have the right to insist upon and institute practices, which it deems necessary, which the “Lessee” shall be expected to implement, to ensure no misuse or abuse of this privilege.
- 6.2 Should the “Lessee” require any additional utility service other than that provided for above (such as telephone or internet lines), the “Lessee” agrees to bear all costs associated with installing such utility service.

ARTICLE VII - GENERAL PROVISIONS

- 7.1 The “Lessee” hereby covenants and agrees:
- (a) That the facilities and space hereby leased shall be maintained and left in a neat and clean condition and the “Lessee” shall conduct its business in such a manner as not to interfere with the normal operations of the Airport.
 - (b) That personnel performing services for the “Lessee” shall be neat, clean, and courteous, and the “Lessee” shall not permit its agents, servants, or employees so engaged to conduct business in a loud, boisterous, offensive or objectionable manner.
 - (c) That the “Lessee” shall abide by and be subject to all reasonable Airport Rules and Regulations which are now, or may from time to time be, promulgated by the “City”, concerning management, operation or use of the Airport.
 - (d) That the “Lessee” will meet all expenses in connection with the use of the leased premises hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees, and assessments lawfully levied or assessed against it or assessed because of its operations hereunder, and that it will secure all required permits and licenses for its operations hereunder.
 - (e) That the “Lessee” will not on the grounds of race, color, national origin, sex, handicap, religion, or age discriminate, or permit discrimination, against any person or group of persons in any manner prohibited by Part 21 of the Regulations

of the Office of the Secretary of Transportation and Title XI of the Civil Rights Act of 1964.

ARTICLE VIII - INDEMNIFICATION AND INSURANCE

- 8.1. "Lessee" shall protect, defend, indemnify and hold the "City" and its representatives and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgements arising by reason of the injury or death of any person or damage to or loss of any property, including all reasonable costs for investigation and defense thereof, (including, but not limited to, attorney fees, court costs and expert fees), of any nature whatsoever arising out of, or incidental to this Lease Agreement or "Lessee's" use or occupancy of the leased premises, or the acts or omissions of "Lessee's" officers, employees, agents, representatives, contractors, sub-contractors, licensee's or invitee's, regardless of where the injury, death, loss or damage may occur, unless such injury, death, loss or damage is caused by the negligence of the "City" or its employees, agents, officers, or representatives. The "City" shall give "Lessee" reasonable notice of any such claims or actions. The provisions of this Article shall survive the expiration or earlier termination of this Lease Agreement.
- 8.2 Without limiting its liability as aforesaid, the "Lessee" shall carry insurance in the following amounts during the term hereof, naming the "City" as co-insured:

Public Liability

Bodily Injury	\$500,000 per occurrence
Property Damage	\$ 50,000 per occurrence

- 8.3 The "Lessee" shall provide the "City" with certification of insurance throughout the term of this agreement, evidencing such coverage to be in force.
- 8.4 The "City" agrees to notify the "Lessee" in writing, as soon as practicable of any claims, demands or action arising out of an occurrence covered hereunder of which the "City" has knowledge, and to cooperate with the "Lessee" in the investigation and defense thereof.

ARTICLE IX - CANCELLATION/TERMINATION

- 9.1 It is understood and agreed by the parties hereto that this agreement may be terminated by either party, for any reason, by one party giving the other party sixty (60) days advance written notice. It is further understood and agreed by and between the parties hereto that the following provisions will result in cancellation of this agreement:
- (a) In the event the "Lessee" shall make default in any of the provisions of this agreement, and said default shall continue for a period of thirty (30)

days, then and in that event, this agreement may be canceled and held for naught by the “City”, and the “Lessee” shall immediately surrender possession of the office space.

- (b) A national emergency results in the Airport being substantially occupied by the United States Government so as to materially interfere with the “Lessee’s” operations.
- (c) In the event the Airport, or a material portion thereof, is destroyed by fire or other cause, resulting in material interference with the “Lessee’s” operations.

9.2 Upon termination or cancellation of this Agreement, the “Lessee” shall remain liable for any rental fee and/or custodial fee payments, if any, then due, and the “Lessee” shall immediately surrender possession of the office space.

10.1 Any notice or other communication to the parties hereunder shall be deemed validly given, served or delivered upon deposit in the United States Mail, registered and with proper postage and registration fee paid, addressed as follows:

THE “CITY”

**OFFICE OF THE AIRPORT DIRECTOR
Morgantown Municipal Airport
100 Hart Field Road
Morgantown, West Virginia 26505**

“LESSEE”

**Mountaineer Contractors, Inc.
15237 S. Preston Hwy
Kingwood, WV 26537
ATTN: Ed Boyle**

Or other address as may be designated by either party, in writing, from time to time.

10.2 To the extent not prohibited by law, the “City” shall attempt to protect the rights and privileges granted to the “Lessee” under this agreement.

10.3 The failure of the “City” to insist, in any one or more instance, upon the strict performance by the “Lessee” of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Lease Agreement shall not be considered as a waiver or relinquishment thereof for the future, but the same shall remain and continue in full force and effect, and no waiver of the conditions or stipulations hereof shall be deemed to have been made in any

instance unless expressly in writing.

- 10.4** If any term, clause or provision of this Lease Agreement shall be adjudged by any court or government agency to be invalid or contrary to any applicable law or regulation or state government agency, such invalidation or determination shall not affect the validity and enforceability of the remaining portions of the Lease Agreement; and, to this end, the terms, clauses and provisions of this Lease Agreement are hereby agreed to be severable.
- 10.5** Both parties hereto acknowledge and agree that this document contains the entire agreement between the parties and that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of the Lease Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto within the amended Lease Agreement in the same manner as the execution of this Lease Agreement.
- 10.6** This Lease Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of West Virginia.
- 10.7** “Lessee” shall not assign, transfer or sublease this Lease Agreement, by process or operation of law or in any other manner whatsoever, or sublet any portion of the leased premises or permit any portion of the leased premises to be occupied or used by anyone other than the “Lessee”, without the prior, written consent of the “City”, which said consent may be withheld in the sole discretion of the “City.”

IN WITNESS WHEREOF, The Parties have caused this agreement to be executed by their duly authorized officer and their respective seals to be hereunto affixed, the day and year first above written.

CITY OF MORGANTOWN

In the presence of:

BY: _____
Jeff Mikorski, City Manager

City Clerk

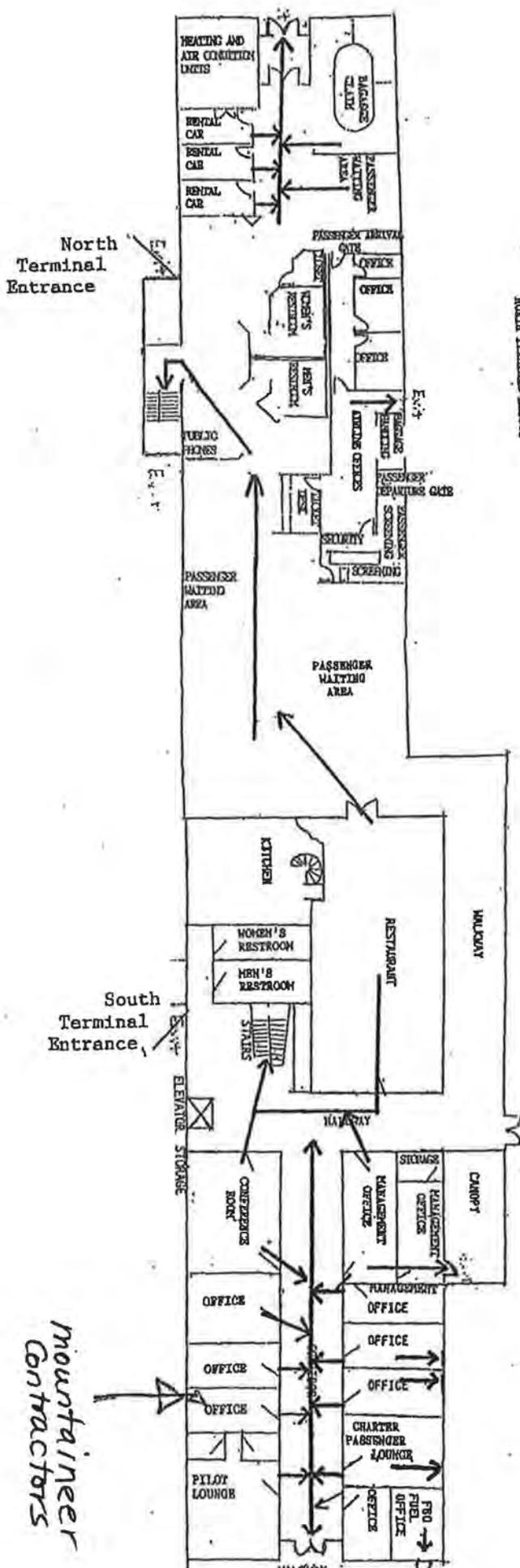
MOUNTAINEER CONTRACTORS, INC.

In the presence of:

By: _____
Ed Boyle, Vice President

Witness

EMERGENCY EVACUATION



RONALD REAGAN WASHINGTON NATIONAL AIRPORT
 WASHINGTON, DISTRICT OF COLUMBIA
 NORTH TERMINAL LAYOUT

RONALD REAGAN WASHINGTON NATIONAL AIRPORT
 SOUTH TERMINAL LAYOUT

North Terminal Entrance

South Terminal Entrance

Maintainers Contractors

Exhibit

RESOLUTION

WHEREAS, the City of Morgantown submitted the necessary paperwork to obtain \$10,000.00 Demonstration Grant for tree maintenance from the West Virginia Division of Forestry; and

WHEREAS, The City of Morgantown Demonstration Grant application has been approved for funding by the WV Division of Forestry. This grant will be matched with \$10,000 of tree maintenance (in-kind services) of the public works department and the Morgantown Tree Board, and

WHEREAS, the grant funds can be used by the City of Morgantown for maintenance of public trees that have been identified by the Tree Board, and

WHEREAS, Morgantown City Council is of the opinion this grant will benefit the Morgantown community, and therefore agrees to administer the grant contract.

NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this 7th day of January, 2014, that the City agrees to the conditions of the contract and authorizes the City Manager to administer its execution.

Mayor

City Clerk

State of West Virginia
Purchasing Division

AGREEMENT

Purchase Order # 14GDOF083 WVFIMS Account # _____

TEAM Vendor # 709061027 WVFIMS Vendor # 52926

I, City of Morgantown, 389 Spruce Street, Morgantown, WV 26505, agree to perform the following services

for Division of Forestry at 1900 Kanawha Blvd., East, Charleston, W

As per City of Morgantown Demonstration City grant proposal for \$20,000

DOF contractual \$10,000 Local match \$10,000

Date(s) of Service: from January 1, 2014 to December 31, 2014

The rate of pay shall be \$10,000 per Grant not to exceed
\$ \$10,000 for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- I am **not** currently a full-time employee of the State of West Virginia;
- I **am** currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ with the title of _____, certified by _____

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:

Agency _____

(Authorized Signature of Agency)

(Title)

(Date)

Vendor City of Morgantown

(Vendor's Signature)
556000215
(Social Security or FEIN)

(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: X _____

Authorized Signature: X _____ Date: X _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

X _____
Organization Name ~~PR/Award Number or Project Name~~

X _____
Name(s) and Title(s) of Authorized Representative(s)

X _____ Date

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017. Subpart F, Section 3017.600, Purpose. The January 13, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE3)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:**
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;**
 - (b) Establishing an ongoing drug-free awareness program to inform employees about -**
 - (1) The dangers of drug abuse in the workplace;**
 - (2) The grantee's policy of maintaining a drug-free workplace;**
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and**
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.**
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);**
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -**
 - (1) Abide by the terms of the statement; and**
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;**
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or States criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> B b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> B b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> A b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 3	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: West Virginia Division of Forestry 1900 Kanawha Blvd., East Charleston, WV 25305 Congressional District, if known:	
6. Federal Department/Agency: USDA Forest Service	7. Federal Program Name/Description: Urban & Community Forestry CFDA Number, if applicable: <u>10.675</u>	
8. Federal Action Number, if known: 12-DG-11420004-121	9. Award Amount, if known: \$ 10,645	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Not Applicable	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> Not Applicable	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>X</u> _____ Print Name: <u>Y</u> _____ Title: <u>X</u> _____ Telephone No.: <u>X</u> _____ Date: <u>X</u> _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

