



Office of the City Clerk

The City of Morgantown

Linda L. Little, CMC
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Morgantown, West Virginia 26505
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llittle@cityofmorgantown.org

AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
April 2, 2013
7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL BY CITY CLERK
3. PLEDGE TO THE FLAG
4. APPROVAL OF MINUTES: Regular Meeting – March 19, 2013
Special Meeting – March 26, 2013
5. CORRESPONDENCE:
6. PUBLIC HEARING:
 - A. AN ORDINANCE AMENDING A NOVEMBER 16, 2011, INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY AS THE SAME APPLIES TO THE JOINT EFFORT OF BOTH PARTIES TO DEVELOP AND ACCESS ROAD TO THE NEW NATIONAL GUARD READINESS CENTER AND BUSINESS PARK.
 - B. AN ORDINANCE AMENDING A FEBRUARY 22, 2012, REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY (MCDA) AS THE SAME APPLIES TO THE CITY OF MORGANTOWN TRANSFERRING 95.7 ACRES AT THE MORGANTOWN MUNICIPAL AIRPORT TO THE MCDA, AND THE MCDA TRANSFERRING 13 ACRES, MORE OF LESS, LOCATED ALONG HARTMAN RUN ROAD, TO THE CITY OF MORGANTOWN.

7. UNFINISHED BUSINESS:

- A. Consideration of APPROVAL of SECOND READING (ADOPTION)of AN ORDINANCE AMENDING A NOVEMBER 16, 2011, INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY AS THE SAME APPLIES TO THE JOINT EFFORT OF BOTH PARTIES TO DEVELOP AND ACCESS ROAD TO THE NEW NATIONAL GUARD READINESS CENTER AND BUSINESS PARK. (First Reading March 19, 2013)
- B. Consideration of APPROVAL of SECOND READING (ADOPTION) of AN ORDINANCE AMENDING A FEBRUARY 22, 2012, REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY (MCDA) AS THE SAME APPLIES TO THE CITY OF MORGANTOWN TRANSFERRING 95.7 ACRES AT THE MORGANTOWN MUNICIPAL AIRPORT TO THE MCDA, AND THE MCDA TRANSFERRING 13 ACRES, MORE OF LESS, LOCATED ALONG HARTMAN RUN ROAD, TO THE CITY OF MORGANTOWN. (First Reading March 19, 2013)
- C. BOARDS AND COMMISSIONS

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

9. SPECIAL COMMITTEE REPORTS

10. NEW BUSINESS:

- A. Consideration of APPROVAL of FIRST READING of AN ORDINANCE BY THE CITY OF MORGANTOWN WHICH AMENDS THE EFFECTIVE DATE OF AN ORDINANCE PREVIOUSLY ADOPTED BY IT ON FEBRUARY 19, 2013, ADDRESSING SECTION 1512.05 OF ITS FIRE PREVENTION CODE AND MALICIOUS BURNING.
- B. Consideration of APPROVAL of A RESOLUTION TO APPLY FOR AND ADMINISTER A GOVERNOR'S COMMUNITY PARTICIPATION GRANT, FUNDS FOR USE BY THE MORGANTOWN THEATRE COMPANY.

11. CITY MANAGER'S REPORT:

INFORMATION:

1. April 2013 Committee of the Whole

12. REPORT FROM CITY CLERK

13. REPORT FROM CITY ATTORNEY

14. REPORT FROM COUNCIL MEMBERS

15. ADJOURNMENT

If you need an accommodation contact us at 284-7439

REGULAR MEETING, MARCH 19, 2013: The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, March 19, 2013 at 7:00 P.M.

PRESENT: Interim City Manager Jeff Mikorski, City Attorney Steve Fanok, City Clerk Linda Little, Mayor Jim Manilla and Council Members: Ron Bane, Wes Nugent, Jenny Selin, Marti Shamberger, Bill Byrne, and Linda Herbst.

APPROVAL OF MINUTES: The minutes of the Regular Meeting of March 5th, 2013, were approved as printed.

CORRESPONDENCE:

Special Presentation by Main Street Morgantown:

Terri Cutright presented an update, noting that Main Street was given Grants by the Governor for \$14,500 and from Longview Power Plant for \$2,500. She discussed the funding needs for Main Street for 2013. George Papandreas, President of Main Street Morgantown spoke about support from the business community, and introduced the owner of Chaang Thai Restaurant who stated that the efforts of Main Street Morgantown and their planned events have helped to grow his business.

He is invested in the safety and growth of the downtown area. Mr. Papandreas continued, thanking Council for the opportunity to present the Main Street report this evening. He explained that financial support is important to maintain the downtown, as it is the economic engine for the City of Morgantown. He then took questions from Council Members, and discussion about Main Street, the downtown area and other issues continued for an extended period.

PUBLIC HEARING – AN ORDINANCE AMENDING SECTIONS 523.01, 523.03 AND 523.99 OF THE CITY OF MORGANTOWN GENERAL OFFENSES CODE, LITTER ARTICLE, AS THEY PERTAIN TO DEFINITIONS, THE PLACEMENT OF RECEPTACLES, AND PENALTIES.

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

PUBLIC HEARING – AN ORDINANCE VACATING, ABANDONING AND ANNULLING A 15' WIDE RIGHT-OF-WAY KNOWN AS ALLEY D, EXTENDING AND RUNNING A DISTANCE OF APPROXIMATELY FOUR HUNDRED AND NINETY THREE FEET FROM HOUSTON DRIVE TO THIRD STREET, IN THE FOURTH WARD OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, NOT USED NOR USEFUL FOR STREET PURPOSES.

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

PUBLIC HEARING – AN ORDINANCE AMENDING THE FY 2012-2013 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

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

PUBLIC HEARING – AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF MORGANTOWN FOR THE FISCAL YEAR 2013-2014.

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

UNFINISHED BUSINESS:

AN ORDINANCE AMENDING THE GENERAL OFFENSES CODE, LITTER ARTICLE:

The below entitled Ordinance was presented for second reading:

AN ORDINANCE AMENDING SECTIONS 523.01, 523.03 AND 523.99 OF THE CITY OF MORGANTOWN GENERAL OFFENSES CODE, LITTER ARTICLE, AS THEY PERTAIN TO DEFINITIONS, THE PLACEMENT OF RECEPTACLES, AND PENALTIES.

After discussion, motion by Byrne, second by Nugent, to adopt the above entitled Ordinance. Motion carried 7-0.

AN ORDINANCE ANNULING ALLEY D IN THE FOURTH WARD: The below entitled Ordinance was presented for second reading:

AN ORDINANCE VACATING, ABANDONING AND ANNULING A 15' WIDE RIGHT-OF-WAY KNOWN AS ALLEY D, EXTENDING AND RUNNING A DISTANCE OF APPROXIMATELY FOUR HUNDRED AND NINETY THREE FEET FROM HOUSTON DRIVE TO THIRD STREET, IN THE FOURTH WARD OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, NOT USED NOR USEFUL FOR STREET PURPOSES.

Motion by Bane, second by Byrne, to adopt the above entitled Ordinance. Motion carried 7-0.

AN ORDINANCE AMENDING THE FY12-13 ANNUAL BUDGET: The below entitled Ordinance was presented for second reading:

AN ORDINANCE AMENDING THE FY 2012-2013 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

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

AN ORDINANCE ADOPTING THE FY13-14 ANNUAL BUDGET: The below entitled Ordinance was presented for second reading:

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF MORGANTOWN FOR THE FISCAL YEAR 2013-2014.

Motion by Nugent, second by Selin to adopt the above entitled Ordinance. Before any discussion, Councilor Herbst moved to amend the budget by temporarily suspending the distribution of \$25,000 allocated for Sunnyside Up until their directorship and organization are fully functioning again. Councilor Bane seconded the aforementioned amendment.

Councilor Selin asked for clarification on the purpose behind such a proposed amendment. Councilor Herbst replied that the organization has been dormant for the past seven months and asked that on a temporary basis, the monies budgeted not be disbursed at this time. Mr. Mikorski clarified that Councilor Herbst intends to propose removing the line item from the budget for the fiscal year. Councilor Byrne then stated that this is in essence de-funding the program. The merits and consequences of the proposed amendment were heavily debated. Councilor Bane suggested that Councilor Herbst word her amendment such that funds remain allocated by line item, however are not released until satisfactory progress is made.

Mr. Mikorski clarified the amendment's intentions, when Council discussion persisted. The merits and detriments of Sunnyside Up and the Sunnyside neighborhood area continued to be debated. Councilor Herbst explained that she moves the monies budgeted for Sunnyside Up for Fiscal Year 2013-2014 be frozen from distribution until satisfactory progress by Sunnyside Up is made. Mr. Mikorski stated that if the budget is unfunded to a zero balance, there is a great risk of losing the matching WVU allocation; however if this is not Council's intention, then administrative direction can be given to await an invoice from Sunnyside for the budgeted monies, a report can be given on their progress and Council can at that time direct the Manager how to proceed with remittance of budgeted funds.

It was duly noted again by the Mayor, as earlier in the discussion by other Council Members, that Sunnyside Up accounts have a cash balance of \$600,000 dollars at the present time. Discussion resumed before question was called on the proposed amendment, debating the achievements of Sunnyside Up and the related TIF district. Finally, Councilor Herbst withdrew her amendment, provided that Mr. Mikorski maintain administrative control as outlined above, and keep Council posted to ensure satisfactory progress of the organization.

There being no further discussion, question was called on the main motion to adopt the above entitled Ordinance. Motion carried 7-0.

BOARDS AND COMMISSIONS: No appointments.

PUBLIC PORTION:

Terri Cutright, Main Street Director, noted that an ombudsman was designated for downtown during the RHI study. She stated that business owners were hurt during the process of the study. She told Council that Main Street wishes to implement all the recommendations; however they will require fiscal resources. She hopes that all the involved parties can work together to move the area forward.

Mark Furfari, 1435 Roosevelt Street, reported on his experience downtown on St. Patrick's Day weekend where festivities were safe and organized; however he feels downtown has more potential than is being realized. He made several suggestions for improved downtown safety and traffic flow for Friday and Saturday nights. He stated that with implementation of new changes the nightlife can increase in economic impact. He also suggested that Patrol Officers be on foot and a more visible presence, in addition to engaging the bar owners. He noted that he felt the amusement tax system is not working as it only netted approximately eight hundred dollars in its first fiscal year. He supports enforcing it more thoroughly to increase its yield.

George Papandreas, Main Street President, responded to points made by Ms. Cutright and Mr. Furfari stating they are part of the comprehensive plan that was presented. He suggested creative thinking to solve the issues of downtown Morgantown. Understanding the budgeting constraints on Council, he noted that a start in this area will get the ball rolling to rebuild relationships and move forward. He also stated that the assumptions made by some Council persons that Main Street does not do their job are incorrect and not conducive to progress. He encouraged working together to continue to achieve goals for the greater good of the City.

Mayor Manilla welcomed students from Political Science Class 220 to the meeting.

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

SPECIAL COMMITTEE REPORTS: Mayor Manilla reported on the initial meeting of the Town and Gown Advisory Board, briefly describing the body, and stating its goals and objectives for the short and long term as well as citing accomplishments of the first meeting. He then announced upcoming meetings on 4/24/13 at 8am in Council Chambers, and 5/8/13 at 8:30 am at the Alumni Center.

NEW BUSINESS:

AN ORDINANCE AMENDING AN INTERGOVERNMENTAL AGREEMENT WITH MONONGALIA COUNTY: The below entitled Ordinance was presented for first reading:

AN ORDINANCE AMENDING A NOVEMBER 16, 2011, INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY AS THE SAME APPLIES TO THE JOINT EFFORT OF BOTH PARTIES TO DEVELOP AN ACCESS ROAD TO THE NEW NATIONAL GUARD READINESS CENTER AND BUSINESS PARK.

City Attorney, Steve Fanok, explained amendments to Council, motion by Bane second by Byrne to pass the above entitled Ordinance to second reading. Motion carried 7-0.

AN ORDINANCE AMENDING A REAL ESTATE PURCHASE AGREEMENT WITH MONONGALIA COUNTY: The below entitled Ordinance was presented for first reading:

AN ORDINANCE AMENDING A FEBRUARY 22, 2012, REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY (MCDA) AS THE SAME APPLIES TO THE CITY OF MORGANTOWN TRANSFERRING 95.7 ACRES AT THE MORGANTOWN MUNICIPAL AIRPORT TO THE MCDA, AND THE MCDA TRANSFERRING 13 ACRES, MORE OF LESS, LOCATED ALONG HARTMAN RUN ROAD, TO THE CITY OF MORGANTOWN.

City Attorney, Steve Fanok, explained amendments to Council, motion by Bane second by Selin to pass the above entitled Ordinance to second reading. Motion carried 7-0.

CITY MANAGERS REPORT:

INFORMATION:

1. Woodburn School Property

Mr. Mikorski updated Council with information on the school property acquisition requests.

2. St. Patrick's Day Weekend Update

Mr. Mikorski reported that the City worked hand in hand with the University to ensure safety and order over the weekend and thanked WVU for its support. He invited Dean of Students Corey Ferris to speak. Mr. Ferris noted that the weekend was much better than last year's events and thanked the City for its collaboration. Mr. Mikorski then offered Police and Fire Department statistics and resolved to make better use of resources for future events. He thanked Police and Fire enforcement for their hard work over the weekend.

Mr. Mikorski then made a clarification with regard to the above airport intergovernmental agreement, stating commitment levels are not changing from the previous year.

In conclusion, he gave Council a copy of Police Chief Preston's comprehensive crime report, and noted statistical highlights and details.

REPORT FROM CITY CLERK: Ms. Little announced that absentee voting applications are still available for the April 30th Election, and told citizens to contact the City Clerk’s Office or visit the City website.

REPORT FROM CITY ATTORNEY: Mr. Fanok concurred with Mr. Papandreas’ comment about the raised curbs surrounding trees on downtown sidewalks.

REPORT FROM COUNCIL MEMBERS:

Councilor Bane: Councilor Bane announced Lacrosse season and encouraged everyone to support local youth by following the sport. He commended the efforts of the City Manager in organizing support for the St. Patrick’s Day weekend.

Councilor Nugent: Councilor Nugent acknowledged that Sunnyside Up was not an organization to be perpetually funded by the City, noting that care is necessary when allocating funds. He then announced the Wiles Hill Highland Park Neighborhood Association meeting. He thanked civil service and City staff for their efforts over the weekend and thanked Mr. Mikorski for his hands on approach and commitment to developing solutions for the City. Councilor Nugent then announced the Mayor’s participation in the Alzheimer’s Dance for the Cure event.

Councilor Selin: Councilor Selin announced the Farmer’s Market and Evandsale Neighborhood Association meeting. She noted that Council will not strain the City’s coffers in order to acquire the Woodburn property. She added that grants and other sources of funding will be actively sought. She noted the goal is to preserve the property for public use.

Councilor Shamberger: Councilor Shamberger thanked Mr. Fanok for his work and the materials he prepared. She congratulated City beat reporter Tracy Eddy of the Dominion Post on the birth of her daughter. She noted that the Woodburn Neighborhood Association offered a farewell party to the children of Woodburn Elementary on the eve of the school’s closure, and congratulated the WVU women’s basketball team. She thanked Mayor Manilla for his work on behalf of the Alzheimer’s Association.

Councilor Byrne: Councilor Byrne acknowledged the passing of Peggy Myers-Smith’s husband, offering condolences for the family. He then commended the City Manager for his work with WVU and noted it is good to see Council being supportive of the Manager. He stated that political leaders should remain independent of outside interests to maintain the integrity of local government.

Councilor Herbst: Councilor Herbst announced the Suncrest Neighborhood Association meeting. She thanked the City Manager for his hard work and dedication. She addressed recent comments that Council is constantly divided in their votes, by providing research and

statistics on the matter showing that only a small number of times is Council actually splitting the vote on various issues.

Mayor Manilla:

Mayor Manilla pointed out the MCDA resolution is for a runway expansion at the airport. He then noted the hiring efforts of Sunnyside Up, and Councilor Selin added that the hiring of a director is imminent. Mayor Manilla thanked City employees and Police and Fire along with WVU for their coordinated efforts over St. Patricks' day weekend. He noted that High Street needs to be paved and encourages that it be made a priority. Mr. Mikorski stated the goal for paving is to be complete before students arrive, hopefully July. Mayor Manilla also commented on the works of the legislature, where the Pepperoni Roll was recently designated as State food.

ADJOURNMENT: There being no further items of business or discussion, the meeting adjourned by unanimous consent at 9:40 p.m.

City Clerk

Mayor

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

SPECIAL MEETING March 26, 2013:

The special meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, March 26, 2013 at 6:30 p.m.

PRESENT: Mayor Jim Manilla, Council Members Ron Bane, Wes Nugent, Marti Shamberger, Linda Herbst. (Jenny Selin, Bill Byrne, Absent)

The meeting was called to order by Mayor Manilla.

EXECUTIVE SESSION:

Motion by Nugent, second by Bane, to go into executive session pursuant to Section 6-9A-4(b)-2(A) of the West Virginia Code in order to discuss personnel matters with the following persons present; Mayor Manilla, Council Members.

ADJOURNMENT:

There being no further business, Council adjourned the special meeting at 7:02 pm.

City Clerk

Mayor

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



Office of the City Manager

The City of Morgantown

Interim 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 April 2, 2013

New Business:

None

Information Items:

1. April 2013 Committee of the Whole

It was decided last month that the April Committee of the Whole would be eliminated due to it falling on April 30th, Election Day. At that time it was mentioned that if time sensitive actions needed to be taken, we could reschedule the Committee of the Whole for the necessary items. I am requesting the Committee of the Whole take place on April 16th at 6:30 pm in order for us to provide information on two items that need to be acted upon at the May 7th Regular Council Meeting.

Jeff Mikorski, Interim City Manager

BOARDS AND COMMISSIONS - TERMS EXPIRED AND CURRENT VACANCIES

BUILDING CODE APPEALS BOARD:

Pat Esposito's, Chair term expires on 4/30/2013. Amy from Code is checking to see if he wishes to continue to serve. Qualified by experience and training, appointed by Council- 5 members.

SISTER CITIES COMMISSION:

THERE IS A VACANCY ON THE SISTER CITY COMMISSION. PAM HODGE HAS RESIGNED. City Clerk has advertised for applicants. Deadline is April 6, 2013. Council will vote on applicants at the April 16, 2013 Regular Meeting. (Attached are applications for Chris Yankah, Helene Friedberg and Joseph Salamone.

TRAFFIC COMMISSION:

Margaret Roberts and Paul Steel terms expire on 4/26/13. Damien Davis is checking to see if they wish to continue to serve. 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, 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.*

3/28/13

Morgantown

Request ID: 27516

Request Form: Volunteer for City Boards and Commissions

Received: Thursday, March 07, 2013

Status: Completed

Priority: Normal

Assigned To: Bethany Sypolt

Contact Details

From: Chris Yankah

Email: chrisyankah@hotmail.com

Telephone: 910-551-4111

Address1: 936 weaver

Address2:

City: morgantown

State: WV

Zip Code: 26505

Pref. Method of Response: Telephone

Questions and Answers

Are you a Morgantown resident?:

Yes

In which City Ward do you live?:

Not Sure

5th WD

Who is your employer? (If retired, answer "retired"):

unemployed

If Yes, how many years have you lived in the City of Morgantown?:

5

What type of business are, or were, you employed in?:

services sector

What is your job description?:

Do you have any professional certifications or licenses?:

n/a

Do you have any pertinent special interests?:

economic issues , general city business

On which commission(s) are you interested in serving?:

Housing Authority

and sister cities

What is your work telephone number?:

Staff Activities

The status of the request was changed from Active to Completed. on 3/7/2013 at 11:08 AM

A printable copy of the request was prepared based on the template Request Print Document. on 3/7/2013 at 11:08 AM

A printable copy of the request was prepared based on the template Request Print Document. on 3/7/2013 at 11:10 AM

Public Activities

Request was successfully submitted. by EXEC EXEC on 3/7/2013 at 9:51 AM

Will inform Citizen if vacancies exist where interested. by Bethany Sypolt on 3/7/2013 at 11:08 AM

Morgantown
Request ID: 27550

Request Form: Volunteer for City Boards and Commissions
Received: Wednesday, March 13, 2013
Status: Completed
Priority: Normal
Assigned To: Bethany Sypolt

Contact Details

From: Helene Friedberg
Email: helenefriedberg@hotmail.com
Telephone: 304-291-2332
Address1: 321 Simson Street
Address2:

City: Morgantown

State: WV

Zip Code:
26505

Pref. Method of Response: E-Mail

Questions and Answers

Are you a Morgantown resident?:
Yes

In which City Ward do you live?:
First

Who is your employer? (If retired, answer "retired"):
Retired

If Yes, how many years have you lived in the City of Morgantown?:
32 1/2

What type of business are, or were, you employed in?:
Non-Profit

What is your job description?:
Director

Do you have any professional certifications or licenses?:
Master of Public Health

Do you have any pertinent special interests?:
I like to travel, discover new places. I like to go to Mexico & practice Spanish.

On which commission(s) are you interested in serving?:
Sister Cities Commission

What is your work telephone number?:

Staff Activities

The status of the request was changed from Active to Completed. on 3/13/2013 at 8:33 AM

Public Activities

Request was successfully submitted. by Bethany Sypolt on 3/13/2013 at 8:31 AM
Paper application received in person. Entered into online system by Bethany Sypolt. by Bethany Sypolt on 3/13/2013 at 8:33 AM

Additional information for Sisters Cities Commission Application

Name: Helene Friedberg

I would like to serve on the Sisters Cities Commission. I first traveled to Guanajuato about 15 years ago when my daughter was a student in Guanajuato for a semester. Since then, I have visited Guanajuato about 6 times. My husband has taken a group of WVU Law students to Guanajuato 3 or 4 times, and I have accompanied him on these trips. We also lived in Guanajuato for 3 months during my husband's sabbatical in 2011. I know quite a few people that live in Guanajuato – an architect that visited Morgantown as a CIP and stayed with us about 15 years ago, and several professors at the University of Guanajuato. I believe that I could contribute to the Sister Cities Commission.

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: Helene Friedberg WORK/CELL PHONE: 304-685-1059
ADDRESS: 321 Simpson St. HOME PHONE: 304-291-2332
Morgantown, WV 26501 ZIP: 26501

EMAIL ADDRESS: helenefriedberg@hotmail.com

CITY RESIDENT? YES NO YEARS OF CITY RESIDENCY 32 1/2 WARD 1st

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

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN? Non-profit

JOB TITLE or JOB DESCRIPTION: Director

PROFESSIONAL CERTIFICATIONS/LICENSES: Master of Public Health

SPECIAL INTERESTS: I like to travel, discover new places.
I like to go to Mexico & practice Spanish.

PLEASE CHECK THE COMMISSIONS YOU ARE INTERESTED IN SERVING:

See attachment

- | | |
|--|--|
| <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 checked="" type="checkbox"/> SISTER CITIES COMMISSION |
| <input type="checkbox"/> HOUSING AUTHORITY | <input type="checkbox"/> TRAFFIC COMMISSION |
| <input type="checkbox"/> HUMAN RIGHTS | <input type="checkbox"/> TRANSIT AUTHORITY |
| <input type="checkbox"/> LIBRARY BOARD | <input type="checkbox"/> URBAN LANDSCAPE COMMISSION |
| <input type="checkbox"/> MET THEATRE BOARD | <input type="checkbox"/> WARD & BOUNDARY |
| <input type="checkbox"/> MORGANTOWN UTILITY BOARD | <input type="checkbox"/> YOUTH COMMISSION |

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

APPLICATIONS WILL REMAIN ON FILE IN THE CITY CLERK'S OFFICE FOR 6 MONTHS

UPDATED: 7/12

Morgantown
Request ID: 27606

Request Form: Volunteer for City Boards and Commissions
Received: Wednesday, March 27, 2013
Status: Completed
Priority: Normal
Assigned To: Bethany Sypolt

Contact Details

From: Joseph Salamone
Email: jsalamon@mix.wvu.edu
Telephone: 3043762997
Address1: 16 Pioneer Villas
Address2:
City: Morgantown **State:** WV **Zip Code:** 26508
Pref. Method of Response: E-Mail

Questions and Answers

Are you a Morgantown resident?:
~~Yes~~-No

In which City Ward do you live?:
Not Sure

Who is your employer? (If retired, answer "retired"):
Wal-Mart

If Yes, how many years have you lived in the City of Morgantown?:
23

What type of business are, or were, you employed in?:
Grocery

What is your job description?:

Do you have any professional certifications or licenses?:
I will be graduating with a BA in History in May 2013.

Do you have any pertinent special interests?:
I have a strong dedication to pursuing a career that is relevant to my degree in History from WVU. I believe that I could contribute to the success of the Historical Landmarks Commission and other commissions as well.

On which commission(s) are you interested in serving?:
Historic Landmarks Commission
Museum Commission
Sister Cities Commission

What is your work telephone number?:

Staff Activities

The status of the request was changed from Active to Completed. on 3/28/2013 at 9:51 AM

Public Activities

Request was successfully submitted. by EXEC EXEC on 3/27/2013 at 8:12 PM
An email was sent to jsalamon@mix.wvu.edu. by Bethany Sypolt on 3/28/2013 at 9:45 AM
informed citizen of residency requirements via email. by Bethany Sypolt on 3/28/2013 at 9:50 AM

AN ORDINANCE AMENDING A NOVEMBER 16, 2011, INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY AS THE SAME APPLIES TO THE JOINT EFFORT OF BOTH PARTIES TO DEVELOP AN ACCESS ROAD TO THE NEW NATIONAL GUARD READINESS CENTER AND BUSINESS PARK.

The City of Morgantown hereby ordains that the Amended Intergovernmental Agreement, attached hereto, is approved and the City Manager is authorized to execute the same by and on behalf of the City of Morgantown.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

AMENDED INTERGOVERNMENTAL AGREEMENT

This Amended Intergovernmental Agreement ("Agreement") entered into this ___ day of April, 2013 by and between the Monongalia County Development Authority, Morgantown, Monongalia County, West Virginia ("MCDA") a West Virginia Public Corporation and the City of Morgantown, Morgantown, Monongalia County, West Virginia ("City"), a Municipal Corporation.

WHEREAS, the City and the MCDA entered into an Intergovernmental Agreement dated, November 16, 2011; and

WHEREAS, it has become necessary to amend the Intergovernmental Agreement.

WHEREFORE, the Parties enter into this Amended Intergovernmental Agreement.

HISTORY AND BACKGROUND

The City is the owner and operator of the Morgantown Municipal Airport located in Morgantown, Monongalia County, West Virginia. The City has and is undertaking a concerted effort to bring more aviation and business activity to the Airport.

The City entered into negotiations with the State Armory Board, a body corporate and agency of the state of West Virginia regarding the possible relocation and expansion of the National Guard Unit in Morgantown, West Virginia, to property located at the Morgantown Municipal Airport owned by the City. Those negotiations included the development and construction of a new facility by the National Guard located at the Airport along with the expansion of the current services and activities of the Guard to be performed out of the new Readiness Center.

In addition to the new National Guard Readiness Center, the City, in conjunction with discussions, participation and planning with the MCDA, will develop an Access Road at the Airport as part of the overall development of the Airport and the National Guard's new Readiness Center.

WHEREFORE, The City and the MCDA enter into this Agreement for the purpose of development of the Access Road, Business Park, the new National Guard Readiness Center and the Airport area in general upon the terms and conditions set forth in this Agreement.

ARTICLE ONE DEFINITIONS

1.0 "Advance of Sale Proceeds" shall mean as it pertains to:

- A. MCDA: The One-Million, Four-Hundred and Eighty-Eight Thousand Dollars (\$1,488,000.00) plus the preliminary advance of One-Hundred Thousand Dollars (\$100,000.00) each by the MCDA and the Monongalia County Commission, or a total of One-Million, Six-Hundred and Eight-Eight Thousand Dollars (\$1,688,000.00), all payable to the MCDA.
- B. City of Morgantown: The Three-Million, Three-Hundred and Ten Thousand Dollars (\$3,310,000.00) plus the preliminary advance of One-Hundred Thousand Dollars (\$100,000.00), or a total of Two-Million, Four-Hundred and Ten Thousand Dollars (\$3,410,000.00), payable to the City of Morgantown.

- 1.1 "Agreement" shall mean this Intergovernmental Agreement including all schedules, exhibits, attachments and modifications.
- 1.2 "Access Road" shall mean Phase I of the roadway to be constructed from State Route 857 to the Guard Property and from the Access Road to the hanger area.
- 1.3 "Airport" shall mean the Morgantown Municipal Airport.
- 1.4 "Armory Property" shall mean the approximately 5.0 acres of land located at 1705 Mileground Road, Morgantown, Monongalia County, West Virginia, also known as the Battery B1-201st FA National Guard Armory facility as more particularly set forth and described in Schedule 1.4, attached to this Agreement..
- 1.5 "City" shall mean the City of Morgantown, Morgantown, Monongalia County, West Virginia, a municipal corporation.
- 1.6 "Committee" shall mean the committee appointed by the MCDA and the City to oversee the acquisition, development, and initial operation of the Access Road.
- 1.7 "DOH" shall mean the West Virginia Department of Transportation Division of Highways.
- 1.8 "FAA" shall mean the United States Federal Aviation Administration.
- 1.9 "Federal Grant" shall mean the One Million Nine Hundred Sixty Thousand Dollars (\$1,960,000) appropriation from Federal Transportation Allocation.
- 1.10 "Guard Property" shall mean the approximately 45 acre parcel of land located at the Airport owned by the City to be transferred to the State Armory Board for construction of a National Guard Readiness Center, as more particularly set forth and described in Schedule 1.10, attached to this Agreement .
- 1.11 "MCDA" shall mean the Monongalia County Development Authority, Monongalia County, West Virginia, a public corporation.
- 1.12 Phase II shall mean the roadway to be constructed from the Phase I of Access Road to the Business Park Property.
- 1.13 "TSA" shall mean the Transportation Security Administration.

ARTICLE TWO PROPERTY TRANSFER

- 2.0 The City on the 20th day of December, 2011, entered into a Road License Agreement for the property identified in the attached Schedule 2.0 with the MCDA for the sole purpose of developing and constructing the Access Road from State Route 857 to the Guard Property and the Business Park. This License Agreement is for a term beginning on the date of execution of the Road License Agreement for the Property by the City with the MCDA and ending, and automatically terminating on the date that is the earliest to occur of completion and acceptance of construction of the Access Road by the City or the Access Road ceases to be used as a public road. The termination of the License Agreement shall occur without further notice or action on the part of the City or the MCDA. The City and the MCDA shall enter into and execute any and all documents necessary to consummate the termination of the License Agreement for the Property upon completion of construction of the Access Road.
- 2.1 In conjunction with this Agreement, the City has transferred the property identified in the attached Schedule 1.10 to the State Armory Board for the purpose of constructing and establishing the new National Guard Armory Readiness Center on the Guard Property. This transfer was in exchange for the current Armory Property located on the Mileground, Morgantown, Monongalia County, West Virginia and more particularly set forth in plat attached as Schedule 1.4.
- 2.2 Upon obtaining clear title to the Armory Property the City shall proceed to, as soon as reasonably practical, sell the Armory Property to the highest bidder (but for not less than the appraised fair market value of the property) upon terms and conditions as established by the City.
- 2.3 The proceeds received from the sale of the Armory Property shall be utilized for the development and construction of the Access Road and the Airport. The use of these funds shall be in compliance with the provisions of Article Four of this Agreement.

ARTICLE THREE ACCESS ROAD COMMITTEE

- 3.0 The development and construction of the Access Road shall be governed by a Committee as defined above, and established by the MCDA and the City. This Committee shall have the authority, responsibility, and obligation on behalf of the MCDA for the acquisition, development, operation and oversight of the Access Road as set forth in this Agreement. In relation to the acquisition of property for the Access Road only, to the extent that the MCDA exercises its power of eminent domain under Chapter 7 of the West Virginia Code, this Committee shall be an advisory Committee only. The restriction of the Committee to act in an

advisory capacity applies only to the acquisition of property for the Access Road thru eminent domain.

- 3.1 The initial Committee shall consist of four (4) members. Two (2) members shall be appointed by the MCDA, and two (2) members shall be appointed by the City.
- 3.2 The MCDA and the City shall, as soon as possible, appoint the members to the Committee. Due to the importance and responsibilities of this Committee, the City and MCDA may, but shall not be required to, appoint the Members of the Committee prior to the execution of this Agreement. In that event, the City and MCDA, by executing this Agreement, consent to, and affirm, those appointments.
- 3.3 The Committee shall develop and adopt policies and procedures for the responsibilities, obligations, requirements and operation of the Committee.
- 3.4 During the construction phase of the Access Road, the Committee shall have authority over and responsibility for the following:
 - A. Review of and recommendation to the MCDA of all construction contracts for execution.
 - B. Review, authorization, and approval of all change orders, modifications, and expansion of any contract for construction of the Access Road.
 - C. Review and approval of all expenditures. The approval by the MCDA shall be required for any expenditure by the Committee, during the construction phase of the Access Road, that is in excess of the amount set forth in the budget for the project considering the budget as a whole and all contingency line items. After completion of the Access Road any expenditure by the Committee relating to the Access Road shall require approval of the MCDA and the City prior to incurring such expenditure.
 - D. The approval of the purchase price, option contracts, purchase contracts or other methods of acquiring the property necessary for the Access Road. The Committee shall approve all option and/or purchase contracts for the property, and/or rights of way, necessary for the Access Road prior to approval and execution by the MCDA.
 - E. While not anticipated to be necessary, the Committee shall, in relation to the acquisition of property for the Access Road only, act strictly in an advisory capacity in the event MCDA exercises its power of eminent domain. The restriction of the Committee to act in an advisory capacity applies to the acquisition of property for the Access Road.
 - F. Ensuring compliance with all aspects and requirements of the FAA, the TSA, and all other government agencies, rules and regulations, and shall coordinate all such matters through the Morgantown Municipal Airport Director during planning, development and construction of the Access Road.
 - G. The oversight, review and approval of all disbursements. The Committee shall be responsible for the oversight and approval of all disbursements of funds including operating expenses for the Access Road.

- 3.5 The Committee shall prepare and approve a budget and timetable for the acquisition, development and construction of the Access Road. This budget shall be approved by the committee and the City prior to adoption by the MCDA.
- 3.6 The City and the MCDA understand and agree that the Access Road may be developed in two phases. Phase I being developed first and encompassing the design, development and construction of the Access Road from CR 857 to Station 16+50, and from the hanger area located at Station 100+00 to the Access Road located at Station 113+00 as shown on the plans prepared by Alpha and Associates and conditionally approved by the West Virginia Division of Highways. Phase II being developed second and encompassing the design, extension, development and construction of the Access Road from Station 16+50.00, as shown on the plans prepared by Alpha and Associates and conditionally approved by the West Virginia Division of Highways, to the entrance of the Business Park.
- 3.7 The City and MCDA agree to diligently pursue, and as soon as possible, fully develop and construct Phase II of the Access Road. The City and the MCDA agree that the proceeds from the sale of the Armory Property shall not be used for Phase II of the Access Road.
- 3.8 Appointees on the Committee of the MCDA and the City shall be responsible for updating and keeping their respective bodies fully informed regarding the activities of the Committee.

ARTICLE FOUR INITIAL FUNDING

- 4.0 The initial funding available for the Access Road and Business Park is estimated to be Six Million Seven Hundred Eighty-Two Thousand Dollars (\$6,782,000). The source of this funding has been identified as follows:
 - A. One Million Nine Hundred Sixty Thousand Dollars (\$1,960,000) from the Federal Grant to the project.
 - B. Four Million Three Hundred Thousand Dollars (\$4,300,000) from the estimated sale proceeds of the Armory Property after the land transfer with the State Armory Board.
 - C. Five Hundred Twenty-Two Thousand Dollars (\$522,000) from the City of Morgantown from Business and Occupation taxes to be generated on the construction on the Guard Property.
- 4.1 The estimated cost for the development and construction of the Access Road, extension of utilities to the Guard Property is Six Million Seven Hundred Fifty-Eight Thousand Dollars (\$6,758,000). These expenditures, and any applicable change orders are to be paid from the initial funding identified in Section 4.0 above for the project. These amounts are estimates and may vary once design, engineering and construction contracts are awarded, and considering

subsequent change orders. The City shall be responsible for any and all additional funding needed to complete the Access Road and extension of all utilities. However, since the proceeds from the sale of the Armory Property and the reinvestment of the Business & Occupation tax payments from the City on the construction of the Guard Property will not be fully known and immediately available, interim funding has been secured. The interim funding for this construction shall be provided as follows:

- A. One Million Nine Hundred and Sixty Thousand Dollars (\$1,960,000) in the form of a Federal Grant. This funding has been appropriated by the United States Congress and is currently held by the DOH.
 - B. Three Million One Hundred Thirty Four Thousand Dollars (\$3,134,000) to be contributed by the City as an Advance on Sale Proceeds of the Armory Property.
 - C. One Million Six Hundred Eighty-Eight Thousand Dollars (\$1,688,000) to be contributed by the MCDA in the form of an Advance on the Sale Proceeds of the Armory Property.
- 4.2 The City and MCDA understand and agree that the Advance on the Sale Proceeds provided by the MCDA is to be used as interim funding until the sale of the Armory Property is completed.
- 4.3 The Advance on the Sale Proceeds from the MCDA shall be interest free and provide for repayment as more fully described in Section 4.4 of this Agreement.
- 4.4 The Advance on Sale Proceeds from MCDA shall be repaid in full upon the sale of the Armory Property. The repayment to the MCDA shall be disbursed from the closing proceeds of the sale after the payment of all costs and expenses associated with the sale of the Armory Property. The disbursement from the sale proceeds to repay the MCDA advance shall have first priority and shall be paid prior to disbursement of any other funds to any other parties including but not limited to the Advance on Sale Proceeds by the City. Notwithstanding, that the Advance on Sale Proceeds by the MCDA is to be repaid from the proceeds of sale from the Mileground Armory. The City shall repay not less than Four Hundred Eighty Eight Thousand Dollars (\$488,000.00) to the MCDA on or before June 30, 2014.
- 4.5 After repayment of the Advance on sale proceeds by the MCDA, the Advance on Sale Proceeds by the City shall be repaid from the sale proceeds of the Armory Property. Any remaining proceeds shall, after the payment of all normal operating expenses, development costs and construction of the Access Road and infrastructure, be delivered to the Airport.

ARTICLE FIVE
ACCESS ROAD

- 5.0 MCDA shall oversee and coordinate the development and construction of the Access Road. The MCDA shall utilize the Committee for this purpose and the Committee shall have full authority to proceed and complete its responsibilities in relation to the Access Road. The development and construction of the Access Road shall be in accordance with the plat and survey of the Access Road attached as Schedule 5.0 and the budget as developed by the Committee.
- 5.1 The Committee shall, in accordance with architects, engineers, and legal counsel for the development of the Access Road, address all matters associated with the Access Road such as ownership of the right of way and Access Road, limited or controlled access to the Access Road, utility easements and rights of way and all other matters as may come before it pertaining to the Access Road as the City and MCDA deem appropriate.
- 5.2 MCDA understands, agrees and accepts that once the Access Road is complete that the Access Road and right of way shall fully comply with the Federal Grant including, but not limited to, any requirements that the Access Road be owned by either the DOH or the City. MCDA agrees to cooperate fully to provide for the orderly and complete transfer of the Access Road right of way to the DOH or the City, in compliance with the Federal Grant, federal, state, or municipal requirements or directives. The transfer of the Access Road and right of way shall be done in the same phases as the construction. Upon completion of Phase I, MCDA shall transfer Phase I to the City or DOH. MCDA understands and agrees that any and all parcels acquired for the Access Road, whether the Access Road is completed or not, shall, upon written request of the City, transfer free of charge to the City or their designee. MCDA and the City further understand and agree that the Parcel identified in the attached Schedule 2.0, shall automatically revert back to the City specifically set forth in Section 2.0 of this Agreement.
- 5.3 The Committee shall take into consideration and provide for, and comply with, all FAA, TSA, and all other applicable government agency requests, and directives in the development and construction of the Access Road, and shall coordinate all such requirements through the Morgantown Municipal Airport Director.
- 5.4 MCDA through the Committee shall be responsible for acquiring all necessary rights of way, easements, and approvals for development of the Access Road. In relation to the acquisition of property for the Access Road only, the Committee shall act in an advisory capacity regarding the MCDA's use of its eminent domain power. The restriction of the Committee to act in an advisory capacity applies strictly to the acquisition of property for the Access Road. All acquisition costs and expenses shall be approved by the Committee in accordance with this Agreement.
- 5.5 MCDA shall enter into an extension agreement of the engineering and design contract with Alpha and Associates identifying with specificity the completion of

the design engineering and construction of the Access Road including assistance on property and rights of way acquisitions as the Committee deems necessary.

- 5.6 MCDA shall enter into such other professional services contracts as required and negotiated by the Committee from time to time.

ARTICLE SIX ACCOUNTING AND RECORD KEEPING

- 6.0 The Access Road shall be developed and operated on a stand alone basis. As such, the construction, development and operation of the Access Road shall be accounted for as its own separate entity or department for internal reporting purposes.
- 6.1 The day to day financial and accounting services shall be provided for the MCDA by the City. The City shall establish and maintain, for accounting purposes, a separate set of accounts for the Access Road. The annual accounting and reporting of the development and operations of the Access Road shall be provided in cooperation with, and direction from, the independent auditors for the MCDA.
- 6.2 The City shall be responsible for and maintain all funds initially contributed by the City, MCDA, and the Federal Grant and all funds generated by any source for construction of the Access Road.
- 6.3 Subject to the provision of Section 6.4 below, the City shall upon request of the Committee pay from the funds set forth above in Article Four, all reviewed and approved invoices. The City and MCDA each reserve the right to pay, modify, question, challenge, or otherwise reject any invoice relating to the project notwithstanding any approval by the Committee.
- 6.4 In the event the City or MCDA reject or otherwise fail to approve any invoice submitted for payment by the Committee, the rejecting entity shall provide the Committee with the basis for the rejection and recommended action for removal of the objection.
- 6.5 Any invoice, request for payment, or other request for distribution of funds relating to acquisition, development, construction and operation of the Access Road that is in excess of the amount set forth in the budget for the project considering the budget as a whole and all contingency line items shall require the approval of the City and MCDA.
- 6.6 The City and MCDA agree to respond within twenty business days regarding any approval of expenditures required by this Agreement.

ARTICLE SEVEN
MISCELLANEOUS

- 7.0 This Agreement contains the understanding and agreement of the parties regarding the development and operation of the Access Road. This Agreement may be amended from time to time by the parties. Any amendment, modification, or change to the provisions of this Agreement shall be in writing, signed by all of the parties.
- 7.1 The City and MCDA represent and warrant that by executing this Agreement each has the requisite power and authority to enter into this Agreement and that this Agreement has been duly authorized and approved by the City and MCDA.
- 7.2 In the event any aspect of this Agreement shall be determined to be unenforceable or contrary to governing laws, rules and regulations, or ordinances such provision shall be modified or stricken as the case may be to bring this Agreement into compliance. The modification or removal of any such provision shall not affect the enforceability of the remainder of this Agreement.
- 7.3 The City and the MCDA shall appoint a representative to act as the contact person for their respective organization with the Committee. This contact person may or may not also be a member of the Committee.
- 7.4 This Agreement shall at all times be governed by the laws of the state of West Virginia.
- 7.0 Time is of the essence in the performance of this Agreement.

MONONGALIA COUNTY
DEVELOPMENT AUTHORITY

CITY OF MORGANTOWN

By: Russell Lorince
Its: Vice President

By: Jeff Mikorski
Its: Interim City Manager

AN ORDINANCE AMENDING A FEBRUARY 22, 2012, REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY (MCDA) AS THE SAME APPLIES TO THE CITY OF MORGANTOWN TRANSFERRING 95.7 ACRES AT THE MORGANTOWN MUNICIPAL AIRPORT TO THE MCDA, AND THE MCDA TRANSFERRING 13 ACRES, MORE OR LESS, LOCATED ALONG HARTMAN RUN ROAD, TO THE CITY OF MORGANTOWN.

The City of Morgantown hereby ordains that the Amended Real Estate Purchase Agreement attached hereto is approved and the City Manager is authorized to execute the same by and on behalf of the City of Morgantown..

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

AMENDED REAL ESTATE PURCHASE AGREEMENT

THIS AMENDED CONTRACT OF SALE ("Agreement") made and entered into this ____ day of April, 2013, (the "Effective Date") by and between CITY OF MORGANTOWN, Morgantown, West Virginia, a Municipal Corporation, party of the first part, ("City"); and the MONONGALIA COUNTY DEVELOPMENT AUTHORITY, a West Virginia Public Corporation, party of the second part, ("MCDA").

WHEREAS, the City and the MCDA entered into a Contract of Sale with an effective date of February 22, 2012; and

WHEREAS, it is necessary to amend provisions of the February 22, 2012 Contract of Sale.

WHEREFORE, the City and the MCDA agree as follows:

WITNESSETH: That for and in consideration of the sum of TEN and No/100 Dollars (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged, the City agrees to sell, and the MCDA agrees to buy, all those certain parcels of real estate containing in total 95.7 acres, more or less, located in Union District, Monongalia County, West Virginia, more particularly set forth in Exhibit A attached to this Agreement (referred to in this agreement as the "Business Park Property"), and as shown on a plat prepared by Alpha & Associates, Inc., a copy of which has been provided to MCDA.

FOLLOWING TERMS AND CONDITIONS:

(1) The total consideration for the Property shall be the sum of Seven Hundred Eighty Five Thousand Dollars (\$ 785,000.00), payable as follows:

- (a) The Transfer of approximately 13 acres owned by the MCDA and located on Hartman Run Road in Morgantown, WV ("the Hartman Run Road Property") and more fully described in

Exhibit B, attached to this Agreement and having a fair market value of Seven Hundred Fifty Thousand Dollars (\$750,000.00)

(b) The balance of the purchase price, Thirty Five Thousand Dollars (\$35,000.00) in cash at the time of closing.

(2) The values of the Business Park Property and the Hartman Run Road Property set forth above have been established by certified fair market value appraisals and agreed to by the City and the MCDA.

(3) The sale of Property shall be consummated within sixty (60) days of the date the City obtains all necessary approvals, including but not limited to all approvals of the United States Federal Aviation Administration ("FAA") relating to the land release for the Business Park property being transferred herein. The Closing shall be held at a time, place and in a manner to be mutually agreed upon by the parties.

(4) The City and the MCDA agree to work together in the design, development, construction and obtaining financing for Phase II of the Access Road.

(5) At the closing, the MCDA shall execute a General Warranty Deed conveying good and marketable title to the City, of the Hartman Run Road Property free and clear of any and all liens and encumbrances of any kind, character or nature. There shall be expressly reserved and excepted from this conveyance all mineral, oil and gas rights owned by the MCDA. Provided however, the reservation and exception of the mineral, oil and gas rights shall not include the right of entry or use of the surface for any reason whatsoever without the express written consent of the City. Such Consent may be granted or denied in the sole and absolute discretion of the City. The deed shall be prepared at the expense of the MCDA. The MCDA shall transfer and turn over possession of the property to City at the time of Closing, unless otherwise agreed to in writing, executed by the parties.

(6) At the closing, the City shall execute a General Warranty Deed conveying good and marketable title to the MCDA, the Business Park Property free and clear of any and all liens and encumbrances of any kind, character or nature. There shall be expressly reserved and excepted from this conveyance all mineral, oil and gas rights owned by the City. Provided however, the reservation and exception of the mineral, oil and gas rights shall not include the right of entry or use of the surface for any reason whatsoever without the express written consent of the MCDA. The deed shall be prepared at the expense of the City. The City shall transfer and turn over possession of the property to the MCDA at the time of Closing, unless otherwise agreed to in writing, executed by the parties.

(7) The MCDA shall cause the title to the Business Park Property, and the City shall cause title to the Hartman Run Road Property, to be examined by an attorney selected by them. In the event the examination discloses any apparent objections to the title to either Property, the MCDA or the City as the case may be, shall notify the other party in writing prior to the closing of this transaction. If any objections to title shall appear to be valid, the MCDA and the City as the case may be, shall attempt to remove the same. In the event the MCDA or the City as the case may be, does not remove the objections to title once notified, the MCDA or the City as the case may be, may:

- (a) Correct the defects in the title and deduct or add, as the case may be, the costs and expenses of correcting those defects from the purchase price of the Property; and/or
- (b) Institute an action on behalf of the City or the MCDA as the case may be, in the Circuit Court of Monongalia County West Virginia to quiet title and remove the defects.

(8) MCDA and the City as the case may be shall, during the term of this Agreement and prior to closing, be permitted to enter the Property for purposes of conducting inspections, surveys, examinations, soil sampling, core drillings and such other due diligence, as is reasonably necessary and required by the respective

parties. MCDA and the City as the case may, be shall notify the other party in advance of any activities to be conducted on the respective properties.

(9) If either party fails or refuses to perform their obligations hereunder, including the furnishing of good title as herein defined and transfer of possession, the other party may at their option;

(a) Rescind this Agreement and recover all deposits and other amounts paid by them hereunder, or

(b) Enforce this Agreement by appropriate action, including, but not limited to, an action for specific performance. The parties shall give the other party written notice of election with respect to exercise of these options.

(10) It is agreed that the parties will, during the period between the Effective Date and the delivery of possession, maintain their respective Properties in the same condition as they are now.

(11) The City shall, at no cost to the MCDA, provide any and all reasonably necessary rights-of-way and easements to get utility services to the Business Park Property. The City and the MCDA agree to work together to get the utilities and infrastructure to the Business Park Property. The City and MCDA shall work together to explore any and all available funding, grants and revenue sources to provide for construction of Phase II of the Access Road, and for the extension of utilities and infrastructure to the Business Park Property.

(12) MCDA and the City understand and agree that upon transfer, Business Park property transferred shall have deed restrictions similar to the following:

- Federal Aviation Regulation (FAR) Part 77 (recodified as 14 Code of Federal Regulations (CFR) Part 77) surfaces must be adhered to relating to any building, structure, poles, trees, or other objects on the property. The City will retain a right of entry onto the property conveyed to cut, remove, or lower any

object, natural or otherwise, of height in excess of 14 CFR Part 77 surfaces relating to the airport. The public right shall include the right to require the marking or lighting as obstructions to air navigation, any and all objects that may, at any time, project or extend above said surfaces.

- A notice consistent with the requirements of 14 CFR Part 77 (FAA Form 7460-1) must be filed prior to constructing any facility, structure, or other item on the property.
- The property shall not be used to create electrical interference with communication between the installation upon the airport and aircraft, make it difficult for fliers to distinguish between airport, or endanger the landing, taking off, or maneuvering of aircraft.
- A right of flight for the passage of aircraft in the airspace above the surface of the property shall be maintained (easement) specifying that any noise inherent in the operation of any aircraft used for navigation shall be allowed. The property shall not be used to create a potential for attracting birds or other wildlife that may pose a hazard to aircraft in accordance with current FAA guidance.

(13) The City and the MCDA recognize, understand and agree that this Real Estate Purchase Agreement is contingent upon approval of the Agreement and the transfer of the Property by the FAA. Approval by the FAA is a condition precedent to the consummation of the contract.

(14) This Agreement may not be assigned by either party without the written consent of the other party. Any assignment of this Agreement by either shall be in writing.

(15) The parties to this Agreement mutually agree that it shall be binding upon their respective heirs, executors, administrators, successors, or assigns.

(16) By signing this Agreement below, the parties each acknowledge, understand, accept, represent and warrant that each has been afforded an opportunity to, and has been advised to retain and consult with their own legal counsel and such other professional advisors as may reasonably be required by the parties to review and fully understand this Agreement and the implications, rights, duties and obligations of the Parties under this Agreement.

(17) This Agreement shall be construed under, and governed by, the laws of the state of West Virginia.

(18) Both the parties agree that this amended contract contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.

WITNESS the following signatures and seals the day and year first above written:

CITY OF MORGANTOWN:

By: _____
Its: _____

MONONGALIA COUNTY DEVELOPMENT
AUTHORITY

By: _____
Its: _____

AN ORDINANCE BY THE CITY OF MORGANTOWN WHICH AMENDS THE EFFECTIVE DATE OF AN ORDINANCE PREVIOUSLY ADOPTED BY IT ON FEBRUARY 19, 2013, ADDRESSING SECTION 1512.05 OF ITS FIRE PREVENTION CODE AND MALICIOUS BURNING.

WHEREAS, Morgantown City Council adopted an ordinance on February 19, 2013, which amended Section 1512.05 of the Morgantown Fire Prevention Code;

WHEREAS, the February 19, 2013, amending ordinance contained language stating that the ordinance would take effect immediately upon receipt of written confirmation of its approval by the West Virginia State Fire Commission;

WHEREAS, the West Virginia State Fire Commission has recently notified the Morgantown Fire Chief that the Fire Commission's approval is not necessary for the City of Morgantown to adopt the amendment; and

WHEREAS, the purpose of this amending ordinance is to delete the language previously adopted regarding the ordinance taking effect upon written confirmation of its approval by the West Virginia State Fire Commission, and to insert in its place, language stating that the amendment to Section 512.05 shall take effect immediately upon its adoption.

NOW, THEREFORE, the City of Morgantown hereby ordains that the ordinance that it adopted on February 19, 2013, amending Section 1512.05 of its Fire Prevention Code, is amended as follows (new matter underlined, deleted matter struck through):

1512.05 MALICIOUS BURNING.

No person shall willfully and/or maliciously burn or assist in the burning of any materials, property of their own, or property belonging to another on any public street, private street, right-of-way, alley, sidewalk, public or private driveway, or public or private parking lot. Materials subject to this section include but are not limited to: furniture, rubbish, debris, garbage, dumpsters, garbage receptacles, construction materials, or brush. Persons found guilty of malicious burning shall be subject to a fine of not less than one thousand dollars (\$1,000.00) nor more than two thousand dollars (\$2,000.00). Persons found guilty may be ordered to reimburse the City of Morgantown for the costs expended by its Fire Department to control, extinguish and suppress the malicious fire as determined by the established billing rate for services and equipment by the Fire Department.

This Ordinance shall take effect immediately upon ~~receipt of written confirmation of its approval by the West Virginia State Fire Commission.~~ adoption.

FIRST READING:

ADOPTED:

FILED:

RECORDED:

MAYOR

CITY CLERK

RESOLUTION

WHEREAS, \$4,800 in the Governor's Community Partnership Grant Program funding was set aside by the West Virginia Legislature for the Morgantown Theatre Company to support children's theater; and,

WHEREAS, Morgantown City Council is of the opinion that this project is of benefit to the residents of Morgantown.

WHEREAS, the Governor's Community Participation Grant Program requires that a local government unit enter into a contractual agreement with the West Virginia Development Office to receive and administer grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown City Council this 2nd day of April, 2013 that the City agrees to apply for and administer the Community Participation Grant Program, Project Number 13LEDA0604, funds for use by the Morgantown Theatre Company.

Mayor

City Clerk