



Office of the City Clerk

# The City of Morgantown

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**AGENDA**  
**MORGANTOWN CITY COUNCIL**  
**COMMITTEE OF THE WHOLE**  
**June 26<sup>th</sup>, 2012**  
**7:00 p.m.**

**NOTE:** Committee of the Whole Meetings of the Morgantown City Council are intended to provide an opportunity for the Council to receive information, ask questions, and identify policy options in an informal setting. No official action is taken at these meetings. At this Committee of the Whole Meeting the following matters are scheduled:

**PRESENTATIONS:**

- **Preview of Renaissance Morgantown – Riverfront Development in Photographs**
- **Introduction of New West Virginia Public Theatre Executive Director Loree Houghton**
- **Activity Report from Urban Landscape Commission**
- **Overview of International Town and Gown Association Participation**
- **Public Portion**

**ITEMS FOR DISCUSSION**

1. **New Airport Lease Agreement with Silver Airways**
2. **Consideration of Resolution to Support Expansion of West Virginia University Ruby Memorial Hospital**
3. **Consideration Regarding Uniform Parking Criteria**
4. **Prospect of Future Seneca Park Project**
5. **Considerations for Revisions to Morgantown Human Rights Commission Ordinance**



5

5 YEAR STRATEGIC PL





## t h e S T R A T E G I C P L A N

For centuries, institutions of higher learning have coexisted with the municipalities in which they reside. What naturally follows is an overwhelming demand for a definitive resource that can not only help effectively manage those relationships, but do so in ways that result in the mutual benefit and harmonious existence of both.

By combining existing intellectual capital with best practices, the ITGA has been able, in very short order, to identify opportunities and plot the course for a monumental undertaking whose social influence is both desired and necessary.

In fact, our new initiative with Clemson University and The Jim Self Center on the Future to offer a Master in Public Administration with a focus in Town-Gown Relations and the Certificate Program in Town-Gown Relations is the result of the glaring need for developing and addressing the untapped and underserved industry of town-gown relations.

Our fast start and impressive initial progress has shown that the ITGA has both the capacity and credibility required to inspire real action in the Town and Gown industry. But due diligence and our reliance on best practices demands that much more be done.

What follows is a strategic plan that identifies: prized audiences, the

## vision

*The International Town Association strives to be the primary information resource point for common issues of institutions of higher learning and the communities in which they reside. The ITGA will be the link bringing together partners from varying fields to address immediate issues and opportunities.*

## mission

*The International Town Association provides a wealth of resources to assist city and university officials, faculty, neighborhood residents and students to collaborate on common services, programs, academic research and issues, creating an improved quality of life for all residents, visitors, faculty and students.*

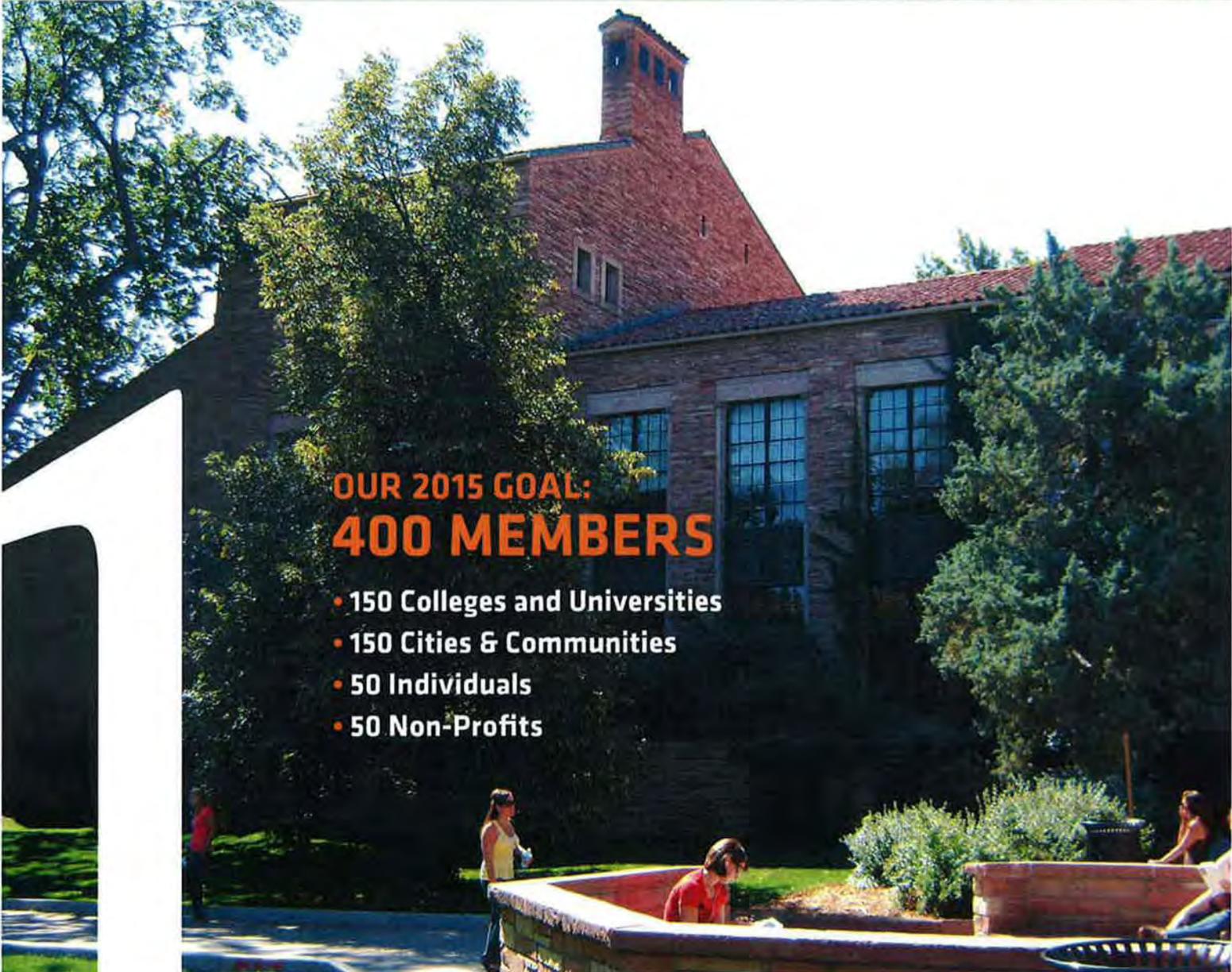
## values

*Facilitate                      De*  
*Communicate                Le*

# M E M B E R S H I P

To achieve the most meaningful and relevant experience, the seeks to attract a diverse membership, with individuals spre across the full spectrum of institutional, municipal, student citizen populations.

The need for such diversity is self-evident; the more sides we the collective experience, the more appropriate are the soluti employ. Our aim is to leverage the capacities of every single r in order to build an ever-increasing knowledge base.



## OUR 2015 GOAL: 400 MEMBERS

- 150 Colleges and Universities
- 150 Cities & Communities
- 50 Individuals
- 50 Non-Profits

# RESOURCES

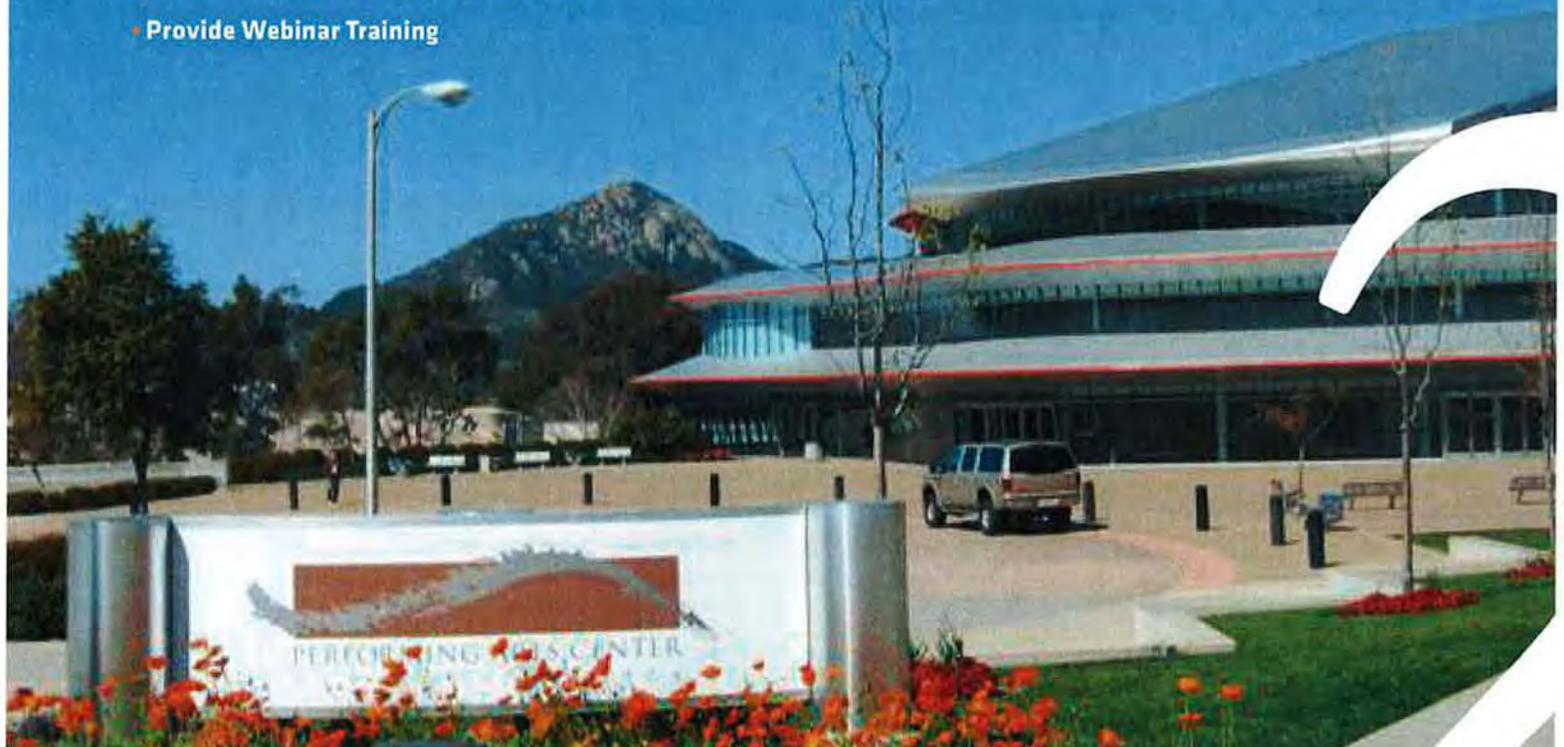
Of primary benefit to our members is knowledge. What should our relationships look like and how are they best managed? Where do they arise, where can they go to find answers about conflict resolution? When looking to the future, which initiatives make the most sense?

As our knowledge base grows, tools used to access that information will flourish. Over the course of the next five years, our aim is to identify powerful resources that are easy to use and readily available. What's in the pipeline? Have a look:

## **GOAL: Establish exclusive and definitive Town-Gown knowledge base**

### **INITIATIVES:**

- Establish The College Town Resource Center as a credible and exclusive repository for all things town-gown.
- Comprehensively explore and research data to demonstrate the economic benefits of relationships between and among universities and cities.
- Connect academic strength to ITGA for the mutual benefit of the citizenry, faculty and students, ultimately addressing relevant and salient university and city concerns. What works? What doesn't? Where urban meets rural town-gown policy.
- Leverage White House and US Department of Education relationships and initiatives to develop effective federal Town-Gown policies.
- ITGA Journal publication with faculty, students, staff, city leaders
- REDYN-Economic Impact Studies
- Publish Guide to Town-Gown Relations
- Provide Webinar Training



# ALLIANCES and OUTREACH

The progress of the ITGA thus far is due to our passionate people and a laser focus and cumulative knowledge gained through both professional and life experiences. But there is always more to

The ITGA seeks strategic alliances with national and international organizations who have a direct relation to our mission. Over the years and decades to come, we will proactively seek relations that offer the promise of increased efficacy and a broader outreach regarding the scope of our offerings.

## GOAL: Connect and build strategic and emerging partnerships

### NATIONAL

International City/County Managers Association  
Urban Land Institute-Atlanta  
American Association of State Colleges & Universities  
National League of Cities  
America Speaks  
National Association Student Personnel Administrators  
Society of College & University Planners  
The South Carolina Small Business Chamber of Commerce

### INTERNATIONAL

New Brunswick, Canada, Mount Allison University  
Waterloo, Canada



# MARKETING

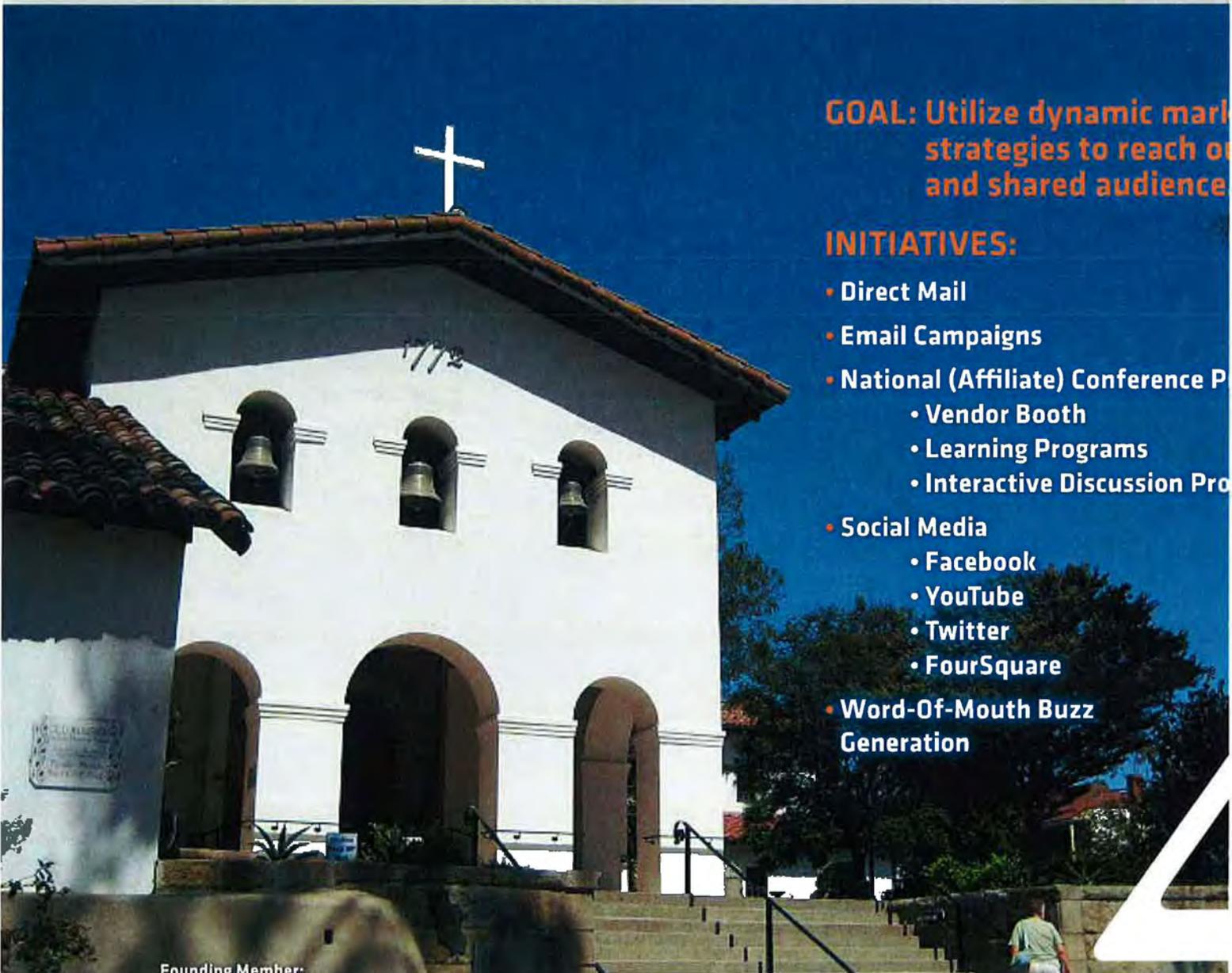
With over 4,000 colleges and universities located in over 3,000 towns, cities and counties, the ITGA is faced with the task of reaching that audience using the most cost-effective yet persuasive means possible.

With media saturation reaching never-before-seen levels, an effective media plan means utilizing multiple channels of communication, including the latest mobile digital tools (iPhone, Droid) and social networks.

**GOAL:** Utilize dynamic marketing strategies to reach our target and shared audience

## INITIATIVES:

- Direct Mail
- Email Campaigns
- National (Affiliate) Conference Program
  - Vendor Booth
  - Learning Programs
  - Interactive Discussion Programs
- Social Media
  - Facebook
  - YouTube
  - Twitter
  - FourSquare
- Word-Of-Mouth Buzz Generation



# R E V E N U E

Like other enterprises, an institutional venture is a living, breathing entity. As time passes, relationships will evolve and affinities will be revealing additional opportunities for revenue generation. You can be sure that ITGA's finger will be on the pulse of the market.

But in the here and now, our sights are set on several tangible, quantifiable means which will result in the generation of funds for the sustainment and growth of ITGA.

**GOAL:**  
**Build multiple sustainable revenue streams**

**INITIATIVES:**

- 400 memberships
- Work collaboratively on federal grant initiatives
- Work collaboratively on corporate grant initiatives
- Build The Annual ITGA University-City Relations Conference
- Masters in Public Administration focus area in Town-Gown Relations
- Certificate program in Town-Gown Relations
- Webinar training and workshops



**AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING IT AS  
“LESSOR” TO ENTER INTO AN AIRLINE LEASE AGREEMENT WITH SILVER  
AIRWAYS, CORP., AS “LESSEE”, AS THE SAME APPLIES TO SILVER AIRWAYS,  
CORP.’S OPERATION AT THE MORGANTOWN MUNICIPAL AIRPORT.**

The City of Morgantown hereby ordains that its City Manager is authorized to execute the attached lease agreement 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:

## **AIRLINE LEASE AGREEMENT**

**THIS INDENTURE OF LEASE**, by and between the **CITY OF MORGANTOWN, WEST VIRGINIA** (hereinafter referred to as **“LESSOR”**) and **SILVER AIRWAYS, CORP.**, a corporation organized and existing under and by virtue of the laws of the State of Georgia, (hereinafter referred to as **“LESSEE”**).

### **WITNESSETH**

**WHEREAS, “LESSOR”** is now operating on certain real property located in the County of Monongalia, State of West Virginia, known as Morgantown Municipal Airport (hereinafter sometimes referred to as the **“AIRPORT”**); and

**WHEREAS, “LESSEE”** is engaged in the business of transporting persons, property, and mail by air and **“LESSOR”** desires to lease and grant, and **“LESSEE”** desires to hire and obtain certain premises and facilities on said **“AIRPORT,”** together within certain rights, licenses and privileges thereon.

### **ARTICLE I - PREMISES**

**“LESSOR”** does hereby demise and let unto **“LESSEE”** and **“LESSEE”** does hereby hire and take from **“LESSOR”** the following premises and facilities, rights, licenses and privileges on and in connection with property and improvements of **“LESSOR”** specified as said **“AIRPORT”** as more particularly hereinafter set fourth;

(A) **USE OF AIRPORT.** The use, in common with others authorized so to do, of said **“AIRPORT”** and appurtenances, together with all facilities, improvements, equipment and services which have been or may hereafter be provided at or in connection with said

**“AIRPORT”** from time to time including, without limiting the generality hereof, the landing field, runways, aprons, taxiways, sewerage and water facilities, flood lights, landing lights, control tower, signals, radio aids and all other conveniences for flying landings, and takeoffs of aircraft of **“LESSEE,”** which use, without limiting the generality hereof, shall include;

(1) The operation of the transportation system by aircraft for the carriage of persons, property and mail (hereinafter referred to as **“AIR TRANSPORTATION”**);

(2) The repairing, maintaining, conditioning, servicing, parking or storage of aircraft or other equipment of **“LESSEE”** or of any other scheduled air transport operation;

(3) The training at the **“AIRPORT”** of personnel in the employ of or to be employed by **“LESSEE”** and the testing of aircraft and other equipment; it being understood that such training and testing shall be incident to the operations by **“LESSEE”** of its air transportation system, and provided that in the event **“LESSEE”** institutes an active training program or establishes a training base at or on the **“AIRPORT,”** fees for such use shall be established by mutual agreement;

(4) The sale, disposal or exchange of **“LESSEES”** aircraft, engines, accessories, gasoline, oil, greases, lubricants and other equipment or other fuel or supplies; provided, that such right shall not be construed as authorizing the conduct of a separate business by **“LESSEE,”** but to permit **“LESSEE”** to perform such functions as are incident to its operation of an air transportation system, and specifically, but without limitation, to permit the use by the **“LESSEE”** in connection with its operation of an air transportation system; and provided the **“LESSEE”** may not sell gasoline, fuel, greases, and other lubricants except to any subsidiary or affiliated company or except when the same are a particular grade desired by others and not

otherwise available (except from other air transportation operations) at said **“AIRPORT,”** and any such sale of any subsidiary or affiliated company shall be subject to the Airport Director's approval;

(5) The landing, taking off, parking, loading and unloading of **“LESSEE’S”** aircraft or other equipment, and the right, subject to availability of space, to store aircraft in any hangar owned or operated by **“LESSOR”** at the same rates as are charged by **“LESSOR”** to other scheduled air carriers;

(6) The loading or unloading of persons, property or mail at said **“AIRPORT”** by such motor vehicles or other means of conveyance as may be necessary. In the event a motor vehicle carrier holds a certificate of convenience and necessity and its service is found to be unsatisfactory, **“LESSEE”** shall have the right to file a complaint with the **“LESSOR”** and the **“LESSEE”** shall, if investigation verifies the complaint, notify the Public Service Commission, for suitable action;

(7) The right to install and operate advertising signs on the leased airport premises, the location, type and design of such signs to be subject to the approval of the **“LESSOR”**;

(8) The right to install, maintain and operate such radio communication, meteorological and aerial navigation equipment and facilities in, on and about the premises therein leased at said **“AIRPORT”** as may be necessary or convenient in the opinion of the **“LESSEE”** for its operations, the general location of such facilities to be subject to the approval of the **“LESSOR”**;

(9) The conduct of any other business or operations reasonably necessary to the proper conduct and operation by **“LESSEE”** of any air transportation system for the carriage of

persons, property and mail by aircraft in the domestic or foreign commerce, subject to the approval of the “LESSOR”;

(B) **EXCLUSIVE USE SPACE IN THE TERMINAL BUILDING:** The exclusive use of Areas 104 and 113 (see attachment 1 hereto), consisting of approximately 295 square feet of space, in the area designated as the North Terminal, for such uses as “LESSEE” may desire to make thereof in connection with or incidental to its operation of an air transportation system, such uses to include, without limiting the generality hereof, the sale of tickets, manifesting of passengers and cargo and the operation of a general traffic, operations, security, administrative, and communications office.

(C) **JOINT USE SPACE IN THE TERMINAL BUILDING:** The joint use, with others authorized to do so, of Areas 105 and 106 (see attachment 1 hereto) consisting of approximately 570 square feet of space, in the area designated as the North Terminal, for the “LESSEE’S” use in handling, storing and processing as required, mail, cargo, and passenger baggage.

(D) **PUBLIC SPACE IN THE TERMINAL BUILDING:** The use, by “LESSEE” its employees, passengers, guests, patrons and invites, in common with others, of all public space in said Terminal Building and all additional public space which may hereafter be made available in said Terminal Building or any other addition thereto; including without limiting the generality hereof, its lobby, waiting rooms, hallways, restrooms, and other public and passenger conveniences.

(E) **PARKING SPACES:** "LESSEE" and its employees free use in common with other airport tenant organizations that may be lessees of space and privileges at the "AIRPORT," and their employees, of a vehicular parking lot.

(F) **SPACE FOR RADIO RECEIVING AND TRANSMITTING EQUIPMENT:** The full unrestricted and exclusive use of a certain tract of ground, the precise location to be agreed upon by the parties, for the erection, maintenance and operation of the poles, antennae and equipment necessary for the operation of the "LESSEE'S" remote control radio-receiving and transmitting equipment.

(G) **RIGHT OF ACCESS, INGRESS AND EGRESS:** The full and unrestricted access and ingress to and egress from the premises outlined in (A) and (E) above, for "LESSEE," its employees, passengers, guests, patrons, invites, suppliers of materials and furnishers of service, its or their aircraft, equipment, vehicles, machinery and other property.

## **ARTICLE II - TERM**

"LESSEE" shall have and hold said premises, facilities, rights, licenses, and privileges set forth herein for a term commencing August 1, 2012 and terminating July 31, 2014, with automatic annual renewals, unless sooner terminated as herein provided, and provided further that said lease shall be terminated in the event the "LESSEE'S" authorization to serve the Morgantown Municipal Airport should be suspended by action of the US Department of Transportation or the Federal Aviation Administration.

### **ARTICLE III - RENTAL AND FEES**

“LESSEE” agrees to pay “LESSOR” for the use of the premises, facilities, rights, licenses, services and privileges granted hereunder, the following rentals, fees and charges (there being no other rentals, fees or charges and no tolls payable by “LESSEE” unless otherwise specifically provided herein); all payable in monthly installments covering the preceding calendar month, and in the event the beginning or termination date with respect to any of the particular premises, facilities, rights licenses, services or privileges as hereinafter provided falls on any date other than the first day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month prorated, according to the number of days during that month; and “LESSOR” shall, following the end of each month transmit to “LESSEE” a statement of the rentals, fees and charges incurred by “LESSEE” during said month as hereinafter provided, and the same shall be paid by “LESSEE” within thirty (30) days after receipt of such statement:

(A) **RENT WITH RESPECT TO EXCLUSIVE USE TERMINAL BUILDING**

**SPACE:**

From August 1, 2012 through July 31, 2013, rental in the amount of \$3300.00 per year therefore shall be paid by “LESSEE” for such part of said Terminal Building as is used exclusively hereunder by the “LESSEE” (approximately 295 square feet). Said rental shall be paid in 12 equal monthly installments of \$275.00 each. Any exclusive use space occupied by the “LESSEE” in addition to that originally designated for its use herein shall be rented at a rate to be agreed upon by the parties hereto. The square footage rental fee shall be increased each year by a factor equal to the change in the Consumer Price Index (All Urban Consumers - (CPI-U)

U.S. city average All items) from July of the previous year to June of the current year, not to exceed three percent (3%). "LESSOR" will advise "LESSEE" in writing by July 1 each year, of the new square footage rental fee.

**(B) RENT WITH RESPECT TO JOINT USE TERMINAL BUILDING SPACE:**

From May 1, 2007 through April 30, 2008, rental in the amount of \$6396.00 per year therefore shall be paid by "LESSEE" for such part of said Terminal Building as is used jointly with others authorized to do so (approximately 570 square feet). Said rental shall be paid in 12 monthly installments of \$533.00 each. Any joint use space occupied by the "LESSEE" in addition to that originally designated for its use herein shall be rented at a rate to be agreed upon by the parties hereto. The square footage rental fee shall be increased by a factor equal to the change in the Consumer Price Index (All Urban Consumers - (CPI-U) U.S. city average All items) from July of the previous year to June of the current year, not to exceed three percent (3%). "LESSOR" will advise "LESSEE" in writing by July 1 each year of the new square footage rental fee.

**(C) FEE WITH RESPECT TO "LESSEE'S" SCHEDULED TRIP ARRIVALS**

**AT THE AIRPORT:**

"LESSEE" will furnish to the Airport Manager of the Morgantown Municipal Airport, on forms approved by him, no later than the fifteenth (15th) day of each month, a detailed and itemized record of all landings performed during the preceding month. Said record shall contain the following:

(1) A chronological listing of all landings performed, identified by flight number, date and type of aircraft. If no flight number is assigned, then the registration number of the aircraft shall be listed in lieu thereof.

(2) The certified maximum landing weight of each aircraft performing a landing.

(3) The number of the originating and terminating revenue passengers for the preceding month.

The “LESSOR” shall compute and bill the “LESSEE” once every month the amount due. Payment therefore, shall be made within thirty (30) days after receipt thereof by the carrier. The rate from August 1, 2012 through July 31, 2013 shall be Eighty Seven Cents (\$0.87) per 1,000 pounds of landing weight. Thereafter, the rate will increase Three cents (\$0.03) per 1,000 pounds of landing weight annually.

**(D) SERVICES**

“LESSOR” acknowledges “LESSEE’s” right to provide fueling, deicing, and other services with its own employees and/or agents. To cover the cost of “LESSOR’s” facilities for this servicing, “LESSEE” will pay “LESSOR” ten cents (\$0.10) per gallon of fuel and/or deicing fluid dispensed at “AIRPORT” as well as “AIRPORT’s” regular parking fees and other charges for overnight or other long term parking of aircraft. “LESSEE” will not provide fueling, deicing, and/or other services to any other entity than its own aircraft.

**(E) ADVANCE FUNDING OF AIRPORT CHARGES**

“LESSEE” will provide to “LESSOR” a Bond, Letter of Credit, or other instrument to be negotiated, equivalent to three months of Airport charges, to include Terminal Exclusive and Joint Use space, Landing Fees, and anticipate Fuel Usage, within 30 days of the date of this

agreement. If **"LESSEE"** fails to pay any amount due, whether under this lease or other charges for Airport services, **"LESSOR"** reserves the right to take those funds from the above named instrument after those amounts have been due for ten (10) days. **"LESSEE"** shall then have ten (10) days to replenish said instrument.

For 2012/2013, the amount needed for the instrument is \$50,000 to cover three (3) months terminal rents, estimated landing fees, and approximately nine hundred (900) gallons of fuel purchases per month. This amount will be renegotiated annually based on current rent value, current landing fees, and average monthly fuel purchases from the previous year.

#### **ARTICLE IV - RIGHT TO LEASE PROPERTY**

**"LESSOR"** represents that it has the right to lease said property specified herein as the **"AIRPORT,"** together with all the facilities, rights, licenses and privileges herein granted, and has full power and authority to enter into this lease in respect thereof.

#### **ARTICLE V - RESPONSIBILITIES OF LESSOR**

**"LESSOR"** agrees during the term of the lease and any rental hereof to maintain and operate with adequate and sufficient personnel and to keep in good repair said **"AIRPORT"** and Terminal Building and the appurtenances, facilities and services now or hereafter and connected therewith, including, without limiting the generality of the foregoing, all appurtenances and facilities which the **"LESSOR"** has agreed hereunder to construct, furnish or supply and to keep said **"AIRPORT"** free from obstructions for the safe, convenient and proper use thereof by **"LESSEE,"** and to maintain and operate said **"AIRPORT"** in all respects in accordance with generally accepted practices of good airport management and Federal Aviation Administration rules, regulations, and requirements.

It is expressly understood that the **“LESSOR”** will keep the public space in the Terminal Building attractively furnished and will provide and supply adequate light, electricity and water for the public space and **“LESSEE’S”** exclusive space therein and heat, ventilation, and air conditioning sufficient to keep the same at all times at a comfortable temperature; janitors or other cleaners necessary to keep the **“AIRPORT”** and said spaces (excepting **“LESSEE’S”** exclusive and joint use space in the present Terminal Building) at all times clean, neat, orderly, sanitary and presentable; police and other guards reasonably necessary to protect the said **“AIRPORT”** and said building or buildings, their appurtenances, facilities and services and all persons and property rightfully thereon; all attendants necessary to facilitate the use of the **“AIRPORT”** and said building or buildings and their appurtenances, facilities and services as aforesaid by any titled hereunder to use the same.

#### **ARTICLE VI - RULES AND REGULATIONS**

**“LESSOR”** shall adopt and enforce reasonable rules and regulations which **“LESSEE”** agrees to observe and obey, with respect to the use of the **“AIRPORT,”** which shall provide for the safety of those using the same; provided, that such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the **“AIRPORT”**; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of **“LESSEE’S”** aircraft at the **“AIRPORT.”**

#### **ARTICLE VII - DAMAGE OR DESTRUCTION OF BUILDING**

If any building of **“LESSOR”** in which **“LESSEE”** occupies space hereunder shall be partially damaged by fire or other casualty but not be rendered untenable, the same shall be repaired with due diligence by the **“LESSOR”** at its own cost and expense. If the damage shall be so extensive as to render the premises untenable and not capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by the **“LESSOR”** at its own cost and expense; and the rent payable hereunder with respect to the **“LESSEE’S”** exclusive space shall be proportionately paid up to such time as the premises shall be in order; and in case said building is completely destroyed by fire or other casualty or so damaged that it will remain untenable for more than thirty (30) days, at the option of the **“LESSEE”** either;

(1) Said building shall be repaired or reconstructed with due diligence by the **“LESSOR”** at its own cost and expense and the rental payable hereunder with respect to **“LESSEE’S”** exclusive space in said building shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises shall be put in order or;

(2) Within sixty (60) days after the time of such damage or destruction and before the said premises shall be put in order, the **“LESSEE”** shall give the **“LESSOR”** notice of its intention to cancel this lease or to cancel such part of this lease as related to said building, in which case this lease, or such part of this lease as related only to said building, shall forthwith cease and terminate.

(3) If any building of the **“LESSOR”** in which **“LESSEE”** occupies space shall be partially or totally damaged by fire or other casualty, which damages attributable to and proven

negligence of the “LESSEE,” then the “LESSEE,” at its own cost and expense, shall within a reasonable time put the premises in the same order as before the damage occurred.

### **ARTICLE VIII - CANCELLATION BY LESSOR**

In the event that “LESSEE” shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and “LESSEE” is thereafter adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of “LESSEE” and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, or that a receiver of “LESSEE’S” assets shall be appointed, or that “LESSEE” shall be divested of its estate herein by other operation of law, or that “LESSEE” shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of “LESSEE” to be performed, kept or observed, the “LESSOR” may give written notice to correct such condition or cure such default, and if any such condition or default shall continue for fifteen (15) days after receipt of such notice by the “LESSEE,” the “LESSOR” may after the lapse of said fifteen (15) day period and prior to the correction or curing of such condition or default, terminate this lease by a ten (10) day written notice; and the term hereby demised shall thereupon cease and expire at the end of such ten (10) days in the same manner and to the same effect as if it were the expiration of the original term.

The acceptance of rental by “LESSOR” for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by “LESSEE,” shall not be deemed a waiver of any right on the part of the “LESSOR” to cancel this lease for failure by “LESSEE” so to perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by “LESSOR”

of any of the terms, covenants or conditions hereof to be performed, kept and observed by  
“LESSEE” shall be construed to be or act as a waiver of any subsequent default of any of the  
terms, covenants and conditions herein contained to be performed, kept and observed by  
“LESSEE.”

“LESSOR” reserves the right to terminate this Lease for any reason provided it provides  
“LESSEE” with 180 days prior written notice of the same.

#### **ARTICLE IX - CANCELLATION BY LESSEE**

“LESSEE,” in addition to any right of cancellation or any other right herein given to  
“LESSEE,” may cancel this agreement, in whole or only insofar as it relates to any building,  
and terminate all or any of its obligations hereunder at any time, by thirty (30) days written  
notice, upon or after the happening or any one of the following events;

(1) The failure or refusal of the Federal Government agency with the proper authority to  
continue to grant “LESSEE” the right to operate into and from said “AIRPORT”

(2) The termination of “LESSEE’S” obligation or right (imposed by contract or  
otherwise) to the Federal Government for the carriage of United States Air Mail to, from or  
through the Morgantown Metropolitan area or its environs;

(3) The failure or refusal to designate, or the withdrawal of such designation by the Post  
Office Department, or any other competent governmental authority, of the Said “AIRPORT” as  
the terminal point for the Morgantown Metropolitan area or its environs, for the receiving and  
dispatching of the United States air mail;

(4) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of said **"AIRPORT"** or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least thirty (30) days;

(5) Any action of the Federal Aviation Administration refusing to permit **"LESSEE"** to operate into, from or through said **"AIRPORT,"** such aircraft as **"LESSEE"** may reasonably desire to operate thereon;

(6) The breach by **"LESSOR"** of any of the covenants or agreements herein contained and the failure of **"LESSOR"** to remedy such breach for a period of thirty (30) days after receipt of written notice of the existence of such breach;

(7) The inability of **"LESSEE"** to use said premises and facilities continuing for a longer period than thirty (30) days due to any law or any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of **"LESSEE"** or due to war, earthquake, or other casualty;

(8) The assumption by the United States Government or any authorized agency thereof of the maintenance and operations of said **"AIRPORT"** and facilities or any substantial part or parts thereof, the assumption of which limits restricts the **"LESSEE"** from operating its business on said **"AIRPORT."**;

(9) The erection of any obstacle on or in the vicinity of said **"AIRPORT"** which would occasion a modification of **"LESSEE'S"** air carrier operating certificate or similar authorization establishing minimum safety standards for the operation of **"LESSEE."**

No waiver of default by **"LESSEE"** of any of the terms, covenants or conditions hereof to be performed, kept and observed by **"LESSOR"** shall be construed to be or act as waiver by

**“LESSEE”** of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by **“LESSOR.”**

**“LESSEE”** shall have the right to terminate this Lease for any reason provided it provides **“LESSOR”** with 180 days prior written notice of the same.

#### **ARTICLE X - COVENANTS NOT TO GRANT MORE FAVORABLE TERMS**

**“LESSOR”** covenants and agrees not to enter into any lease, contract or agreement with any other air transport operator with respect to the **“AIRPORT”** containing more favorable terms than this lease or to grant to any other air transport operator rights, privileges and concessions with respect to said **“AIRPORT”** which are not accorded to the **“LESSEE”** hereunder unless the same rights, privileges and concession are concurrently and automatically made available to the **“LESSEE.”**

#### **ARTICLE XI - SURRENDER OF POSSESSION**

**“LESSEE”** agrees to yield and deliver to **“LESSOR”** possession of the premises leased herein at the termination of this lease, by expiration or otherwise, or of any renewal or extension hereof, in good condition in accordance with its express obligations hereunder only, except for reasonable wear and tear, fire and other casualty, and **“LESSEE”** shall have the right at any time during said term any renewal or extension hereof, and for ninety (90) days after the termination hereof, or within such additional time as approved by the **“LESSOR”** to remove all fixtures and equipment and other property installed or placed by it at its expense in, on or about the premises herein leased. However, **“LESSOR”** shall not be precluded from exercising its legal rights regarding any valid lien which it may have placed against **“LESSEE”** for unpaid rents and fees.

## **ARTICLE XII - ASSIGNMENT OF LEASE**

“LESSEE” shall not at any time assign or sublet this lease or any part thereof without first obtaining the consent in writing of “LESSOR.” Said consent shall not be unreasonably withheld or delayed, provided that the foregoing shall not prevent the assignment of this lease to any corporation with which the “LESSEE” may merge or consolidate or which may succeed to the business or assets of the “LESSEE” or a substantial part thereof.

## **ARTICLE XIII - NOTICES**

Notices to the “LESSOR” provided herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the City Manager, 389 Spruce Street, City of Morgantown, Morgantown, West Virginia, 26505, and notices to the “LESSEE,” if sent by registered mail, postage prepaid, addressed to Silver Airways Corp., 1100 Lee Wagener Blvd. Suite 201, Fort Lauderdale, FL 33315 (954) 985-1500, , or to such other respective address as the parties may designate in writing from time to time.

## **ARTICLE XIV - HEADINGS**

The article and paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this lease.

## **ARTICLE XV - INVALID PROVISIONS**

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by the court, as set forth in Article XXI, the validity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the

invalidity of any such covenant, condition or provision does not materially prejudice either the **“LESSOR”** or the **“LESSEE”** in their respective rights and obligations contained in the valid covenants, conditions or provisions in this agreement. Nothing in this lease shall be construed to affect the allocation of Federal funds to the **“LESSOR”** for the improvements to the **"AIRPORT."**

#### **ARTICLE VI - MISCELLANEOUS**

##### **PUBLIC LIABILITY - PRODUCTS LIABILITY INSURANCE**

**“LESSEE”** shall indemnify and save harmless the **“LESSOR”** from any loss or damage and from damage or loss claims against the **“LESSOR”** during the terms hereof, as a result of any negligence of the **“LESSEE,”** its agent or employees, committed on or about the demised premises, and for such purposes shall carry adequate public liability, products liability and property damage insurance. Proof of said insurance shall be provided to the **“LESSOR”** upon written request.

##### **ARTICLE XVII - RIGHT TO INSPECT LESSEE'S PREMISES**

The **“LESSOR”** shall have the right to inspect **“LESSEE’S”** premises to determine that such are being maintained in a neat and orderly manner and to require **“LESSEE”** to make any such change in maintenance or cleaning methods as the **“LESSOR”** may reasonably deem desirable.

##### **ARTICLE XVIII - OTHER CHARGES AND FEES**

The **“LESSOR”** agrees that no charges, fees, or tolls other than herein expressly provided for shall be charged or collected by it from **“LESSEE”** or any other person, including, without limitation, suppliers of materials or furnishers of service for the privilege of transporting,

loading, unloading, or handling persons, property or mail to, from, into or on said **"AIRPORT"** in connection with **"LESSEE'S"** business. **"LESSEE"** shall have the full right of purchasing, at said **"AIRPORT,"** its requirements of gasoline, fuel, lubricating oil, grease or any other materials or supplies from any person or company of its choice, and no charges, fees or tolls of any kind except as herein expressly set forth shall be charged by **"LESSOR,"** against **"LESSEE"** for the privilege of using, storing, withdrawing, handling, consuming or transporting the same to, from or on said **"AIRPORT,"** except that all storage operations shall be conducted upon premises leased exclusively by the **"LESSEE."**

#### **ARTICLE XIX - QUIET ENJOYMENT**

**"LESSOR"** agrees that, on payment of the rent and performance of the covenants and agreements on the part of the **"LESSEE"** to be performed hereunder, **"LESSEE"** shall peaceably have and enjoy the leased premises and all the rights and privileges of said **"AIRPORT,"** its appurtenances and facilities.

#### **ARTICLE XX - RENEGOTIATION**

If, at any time during the term of this lease, the **"LESSEE"** shall change its operations at the Morgantown Municipal Airport in such a manner as to cause the **"LESSOR"** to incur substantial additional costs to meet all requirements imposed by any governmental agency, the parties hereto shall, at that time, negotiate the proportion of these costs to be borne by each of the parties to this lease.

#### **ARTICLE XXI - APPLICABLE LAW**

This lease agreement shall be deemed to have been made in and construed in accordance with the laws of the State of West Virginia. To that end, should there be a need for the litigation

of any article or provision contained within this lease, it will be done in the Circuit Court of Monongalia County, West Virginia.

In the presence of:

THE CITY OF MORGANTOWN  
WEST VIRGINIA

\_\_\_\_\_ AS

BY: \_\_\_\_\_  
Terrence Moore, City Manager

TO

ATTEST:

\_\_\_\_\_ LESSORS

BY: \_\_\_\_\_  
"LESSOR"

In the presence of:

SILVER AIRWAYS, CORP.

\_\_\_\_\_ AS

BY: \_\_\_\_\_

TO

ATTEST:

\_\_\_\_\_ LESSORS

BY: \_\_\_\_\_  
"LESSEE"

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, To-Wit:

Before me the undersigned Notary Public in and for said county and state, the \_\_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared the above named

\_\_\_\_\_ and acknowledged the execution of the within and foregoing instrument to be free and voluntary act of said Colgan Air, Inc., for the uses and purposes therein set out and described.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

APPENDIX A

Appendix A – Terminal Plans – to be provided.

**Resolution**  
**(Draft)**

**WHEREAS,** *the Morgantown City Council recognizes the importance of continued access to world-class medical care by the residents of the City, region and state;*

**WHEREAS,** *West Virginia University Hospitals, Inc. is experiencing an urgent need for more beds, as the demand for its specialty services - services not available anywhere else in the region - continues to increase; and*

**WHEREAS,** *West Virginia University Hospitals, Inc. is seeking approval from the West Virginia Health Care Authority to building a new tower at Ruby Memorial Hospital, which would add beds, move and improve the area's only Level 1 Trauma Center and the emergency department, and expand the facility's intensive care units; and*

**WHEREAS,** *no public funds would be used for the proposed expansion and no extraordinary rate increase is expected; and*

**WHEREAS,** *there is no other community in the country the size of the City of Morgantown with access to the level of healthcare available here and the Morgantown City Council recognizes the benefits to residents of the City, region and state in enhancing the facilities and healthcare available in the future.*

**NOW, THEREFORE BE IT RESOLVED THIS \_\_\_\_\_ DAY OF JULY, 2012, that the City of Morgantown supports the proposed expansion of Ruby Memorial Hospital; and be it FURTHER RESOLVED, that the City of Morgantown encourages West Virginia University Hospitals and Mon Health System to resolve promptly any issues delaying this project and find a way to work together.**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

**AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTIONS 153.01, 153.02, 153.04, 153.05, 153.07, AND 153.08 OF ITS ADMINISTRATIVE CODE, AS THE SAME APPLIES TO THE CITY OF MORGANTOWN HUMAN RIGHTS COMMISSION.**

The City of Morgantown hereby ordains that Sections 153.01, 153.02, 153.04, 153.05, 153.07, and 153.08 of its Administrative Code are amended as follows: (new matter underlined, deleted matter struck through):

**153.01 DECLARATION OF POLICY.**

In order to build an inclusive community, the City will dedicate deliberate and continuous attention to the human relations and human rights of its residents and visitors.

It is the public policy of the City to provide all of its residents equal opportunity for participation in local governance, employment, equal access to places of public accommodations and equal opportunity in the sale, purchase, lease, rental and financing of housing accommodations or real property. Equal opportunity in the areas of employment, public accommodations, housing accommodations or real property is hereby declared to be a human right or civil right of all persons without regard to race, religion, color, national origin, ancestry, sex, age, blindness or handicap.

The denial of these rights to properly qualified persons by reason of race, religion, color, national origin, ancestry, sex, age, blindness, handicap or familial status is contrary to the principles of freedom and quality of opportunity and is destructive to a free and democratic society.

This City policy is based on the recognition and vision that the diversity found in our city brings forth richness in our community, a greater understanding of our world, a multitude of talent to benefit collective needs, and an opportunity for enhanced living and learning for all. Inherent in this policy is a commitment to encourage and endeavor to bring about equal opportunity, mutual understanding and respect for persons of all ages, abilities, ancestry, blindness, color, disability or handicap, ethnicities, familial status, national origins, sex, sexual orientations, races, religion and other backgrounds or orientations.

**153.02 DEFINITIONS.**

When used in this article:

- (a) "Person" means one or more individuals, partnerships, associations, organizations, corporations, labor organizations, cooperatives, legal representatives, trustees, trustees in bankruptcy, receivers and other organized groups of persons;

- (b) "Commission" means the Human Rights Commission of the City.
- (c) "Inclusive City" and "Inclusive Community" as used in this ordinance, shall mean the same thing, e.g., a city that helps people thrive by: supporting hospitality; welcoming diversity; promoting civility; promoting safe, affordable dwellings; enabling participation in community, services, and local government; supporting fairness in access to opportunities and services; reducing violence; supporting social justice; encouraging awareness and understanding of opportunities/limitations; making residents aware of the West Virginia Human Rights Commission; and working for a more sustainable community for present and future citizens.
- (e) (d) "Discriminate" or "discrimination" means to exclude from, or fail or refuse to extend to, a person equal opportunities in employment, public accommodations, housing, or other real property transactions because of race, religion, color, national origin, ancestry, sex, age, blindness, disability, sexual orientation or familial status. Discriminate includes to separate or segregate based on any of these characteristics;
- (d) (e) "Race, religion, color, national origin, ancestry, sex, age, blindness, handicap or disability, and familial status" are defined herein to be equivalent to the definitions in the West Virginia Human Rights Act, Code 5-11-3;
- (e) (f) "Sexual orientation" means having a preference for heterosexuality, homosexuality, being transgendered, or bisexuality, having a history of such preference or being identified with such preference.
- (g) "National League of Cities" means the National League of Cities and its various institutes and programs which relate to diversity in municipal populations throughout the United States and to efforts to support development of more equitable and sustainable communities.
- (h) "Neighborhood Coordinating Council" means the inter-neighborhood entity established by the City in 2005 to facilitate information exchange between the City administration and neighborhoods and among neighborhood organizations within the City.
- (i) "Sister City Program" means a national intercultural exchange program established in 1956 to promote global cooperation and intercultural understanding at the municipal level; stimulate connections, competitiveness and collaboration as well as development in a global market; and support citizen diplomacy on the part of individuals of all ages. The City of Morgantown has established a Sister Cities Commission to support its Sister City relationships established since 1978.

- (j) "Martin Luther King Day" celebrations means special observances related to the national holiday to celebrate respect for individuals of all backgrounds and origin.
- (k) "Teen Court" program means the Teen Court Program established by resolution August 2007.
- (l) "Youth Commission" means the Youth Commission of the City established by ordinance.

#### 153.03 CITY HUMAN RIGHTS COMMISSION ESTABLISHED.

There is hereby established in the City a Human Rights Commission.

#### 153.04 COMPOSITION AND MEMBERSHIP.

The Human Rights Commission shall consist of ~~eleven~~ seven members to be appointed by the Mayor with the approval of City Council. ~~The nine members, who are not West Virginia University students, shall be residents of and in the City. And shall serve for terms of three years. Of those nine non-West Virginia University student members, one member shall be a member in good standing on the City Board of Realtors; one shall be a member in good standing in a labor union; one shall be a member in good standing in the area of Chamber of Commerce; one shall be a member in good standing in the County Teachers Association; and one shall be a member in good standing in the County Ministerial Association. In addition to the foregoing nine members there shall be two West Virginia University students on the Commission who shall each serve one year terms. The Commission may appoint, with the approval of City Council, ex-officio members who shall have the privilege of participation without the right to vote.~~

~~The members of the Commission in office of the Human Relations Commission on the date this section takes effect shall, unless sooner removed, continue to serve but shall be known as Human Rights commissioners until their respective terms expire and until their successors have been appointed and have qualified. All respective terms shall commence on October 8. Upon the expiration of the terms specified herein, all subsequent appointments shall be for a term of three years each. All vacancies shall be filled, as provided for herein, for the unexpired term thereof.~~

Commissioners shall serve for two-year terms beginning with the first meeting after the beginning of the municipal fiscal year. Four of the first seven members shall be appointed to serve terms of two years, while three shall be appointed to serve terms of one year. Thereafter, terms of office for all commissioners will be staggered with two-year terms. Members may be reappointed to subsequent two-year terms.

#### 153.05 OFFICERS.

~~The membership of the Human Rights Commission shall select a chairperson, vice-chairperson, secretary and treasurer.~~

**Officers:** The officers of the Human Rights Commission shall be a Chairperson, Vice Chairperson, and Secretary. The Chairperson shall serve as the liaison to the City administration.

**Appropriation of Funds:** City Council may appropriate any funds that it deems necessary to carry out any of the proposals set forth by the Human Rights Commission. The Commission, with the approval of Council, may apply for State and Federal financial aid in grants or other forms of financial assistance through the City Administration to assist in carrying out any approved plans or projects.

**Fiscal Responsibilities:** The Human Rights Commission shall not have the authority to maintain any independent banking or other financial account. Any such account, if requested, shall be maintained by the City Manager.

#### 153.06 MEETINGS, BYLAWS, AND RULES.

The Human Rights Commission shall meet as often as is deemed necessary by its members, upon call of the chairman. The Commission shall adopt its own bylaws and rules, subject only to the action of Council.

#### 153.07 COMMISSION STATUS AND OBJECTIVES.

The Commission shall encourage and endeavor to bring about mutual understanding and respect among all racial, religious and ethnic groups within the City; and shall strive to eliminate all discrimination in employment and places of public accommodations by virtue of race, religion, color, national origin, ancestry, sex, age, blindness, sexual orientation or disability, and shall strive to eliminate all discrimination in the sale, purchase, lease, rental or financing of housing and other real property by virtue of race, religion, color, national origin, ancestry, sex, age, blindness, sexual orientation or disability.

In addition, the purpose of the Commission shall be to:

- (a) Work to make Morgantown an inclusive city.
- (b) Collaborate with the National League of Cities, West Virginia University, Monongalia County Commission and other partners as appropriate to encourage leadership in helping attain inclusivity in the City and its larger community.
- (c) Assess needs and identify barriers towards becoming a more inclusive community. Establish goals and objectives for sustaining welcoming

- environments, enhancing global awareness, and promoting optimum opportunities for supporting safe housing and thriving people.
- (d) Support as well as plan, publicize, implement, and evaluate programs, services and activities which promote appreciation for all peoples and the personal worth of every individual.
- (e) Enlist the cooperation of civic, community, corporate, educational, ethnic, health care, labor, racial, religious, social justice or other identifiable groups of the City in programs and services devoted to the advancement of tolerance, communication and understanding, and equal protection of the laws of all groups and people.

#### 153.08 POWERS; FUNCTIONS; SERVICES.

The Commission has the right and duty to communicate with City Council and to present to Council any issues that it has investigated pursuant to this Article.

The Commission is hereby authorized and empowered:

- (a) To cooperate and work with federal, state and local government officers, units, activities and agencies in the promotion and attainment of more harmonious understanding and greater equality of rights between and among all racial religious and ethnic groups in this City.
- (b) To enlist the cooperation of racial, religious and ethnic units, community and civic organizations, industrial and labor organizations and other identifiable groups of the City in programs and campaigns devoted to the advancement of tolerance, understanding and the equal protection of the laws of all groups and people.
- (c) To hold and conduct public hearings or meetings relating to any and all types of discrimination. These hearings shall be of a non-adjudicatory nature and shall not constitute investigations or adjudication of individual complaints regarding unlawful discrimination under the West Virginia Human Rights Act 5-11-1 et. seq.
- (d) To refer any individual or group complaint regarding alleged acts of unlawful discrimination to the West Virginia Human Rights Commission for investigation and adjudication.
- (e) To recommend to Council policies, procedures, practices and legislation in matter and questions affecting human rights. Study problems and needs related to inclusivity in the City and make specific recommendations to the City Manager and to the City Council and other partners as pertinent.
- (f) To prepare a written report on its work, functions and services for each year ending on June 30 and to deliver copies thereof to Council on or before December 1 next thereafter.
- (g) To do all other acts and deeds necessary and proper to carry out and accomplish effectively the objectives, functions and services contemplated by the provisions of this article, including the promulgation of rules and regulations implementing the powers and authority hereby vested in the Commission.

- (h) To create such advisory agencies within the City as in its judgment will aid in effectuating the purpose of this article; to study the problem of discrimination in all or specific fields or instances of discrimination because of race, religion, color, national origin, ancestry, sex, age, blindness or handicap; to foster, through community effort or otherwise, goodwill, cooperation and conciliation among the groups and elements of the population of the City and to make the recommendations to the Commission for the development of policies and procedures, and for programs of formal and informal education, which the Commission may recommend to the appropriate City agency. Such advisory agencies shall be composed of representative residents serving without pay. The Commission may itself make the studies and perform the acts authorized by this subsection. It may, by voluntary conferences with parties in interest, endeavor to eliminate discrimination in all stated fields and to foster goodwill and cooperation among all elements of the population of the City.
- (i) To accept contributions from any person to assist in the effectuation of the purposes of this section and to see and enlist the cooperation of private, charitable, religious, labor and civic and benevolent organizations for the purposes of this section.
- (j) To issue such publications and such results of investigation and research as in its judgement will tend to promote goodwill and minimize or eliminate discrimination; however, the identity of the parties involved shall not be disclosed.
- (k) Advise, consult with, and inform the City Manager on any matter pertaining to inclusivity in the City.
- (l) Support and develop program initiatives to promote residents' awareness and knowledge of both opportunities to increase inclusivity and current barriers which limit community inclusiveness and long-term sustainability.
- (m) Learn about best practices for addressing issues.
- (n) Create and implement an inclusive community plan for the City which increases public awareness of issues; promotes education and understanding, provides, enables, or enhances services; articulates planned collaboration; and promotes public participation.
- (o) Review City plans and policies which contain matters relating to inclusivity.
- (p) Use media and the Internet to frame and convey information about issues, public programs, and service opportunities.

#### 153.09 COMPLAINTS; PROCEDURES.

The Commission shall inform any individual claiming to be aggrieved by an alleged unlawful discriminatory practice under West Virginia Human Rights Act 5-11-9 that the Commission does not have the power to accept formal complaints of illegal practices. Any individual claiming to be so aggrieved shall be referred to the West Virginia Human Rights Commission for investigation and adjudication of the complaint.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

\_\_\_\_\_  
MAYOR

ADOPTED:

FILED:

\_\_\_\_\_  
CITY CLERK

RECORDED: