The City of Morgantown

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

Office of the City Clerk

AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
NOVEMBER 1, 2011
7:30 p.m.

1. **CALL TO ORDER**

2. **ROLL CALL BY CITY CLERK**

3. **PLEDGE TO FLAG**

4. **APPROVAL OF MINUTES:** Regular Meeting October 18, 2011

5. **CORRESPONDENCE**

   A. Morgantown Police Department Award Presentation

6. **PUBLIC HEARING:**

   A. **PUBLIC HEARING** on **AN ORDINANCE AMENDING TABLE 1331.05.01 "PERMITTED LAND USES" OF THE PLANNING AND ZONING CODE AS IT PERTAINS TO "ANIMAL GROOMING SERVICES" USES.**

7. **UNFINISHED BUSINESS:**

   A. Consideration of **APPROVAL** of **SECOND READING (ADOPTION)** of **AN ORDINANCE AMENDING TABLE 1331.05.01 "PERMITTED LAND USES" OF THE PLANNING AND ZONING CODE AS IT PERTAINS TO "ANIMAL GROOMING SERVICES" USES.**

   B. **BOARDS AND COMMISSIONS**

8. **NEW BUSINESS**

   A. Consideration of **APPROVAL** of **FIRST READING** of **AN ORDINANCE BY THE CITY OF MORGANTOWN REPEALING A JUNE 15, 2010 ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT**

BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY REGARDING THE FINANCING AND CONSTRUCTION OF A NEW ROADWAY AND EXTENSION OF UTILITIES ON THE EAST SIDE OF THE MORGANTOWN MUNICIPAL AIRPORT, AND AUTHORIZING IN ITS PLACE A NEW INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND MONONGALIA COUNTY DEVELOPMENT AUTHORITY WHICH ADDRESSES THE SAME MATTERS.

B. Consideration of **APPROVAL** of **FIRST READING** of **AN ORDINANCE REPEALING ARTICLE 917 OF THE MORGANTOWN CITY CODE AND ENACTING A NEW ARTICLE 917, AS THE SAME APPLIES TO THE ESTABLISHMENT OF A MUNICIPAL TREE BOARD AND REGULATIONS REGARDING TREES.**

C. Consideration of **APPROVAL** of **FIRST READING** of **AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF A PARCEL OF REAL ESTATE IN THE FIFTH WARD OF THE CITY OF MORGANTOWN FROM (B-1) NEIGHBORHOOD BUSINESS DISTRICT TO (B-4) GENERAL BUSINESS DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FOR THE HEREIN.**

D. Consideration of **APPROVAL** of **FIRST READING** of **AN ORDINANCE BY THE CITY OF MORGANTOWN REPEALING ARTICLE 721 OF THE CITY OF MORGANTOWN BUSINESS AND TAXATION CODE, AS THE SAME APPLIES TO WELL DRILLING.**

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

10. **SPECIAL COMMITTEE REPORTS**

11. **REPORT FROM CITY MANAGER:**

NEW BUSINESS:

1. **Acceptance and Authorization of United States Department of Justice, Office of Community Oriented Policing Services 2011 COPS Hiring Program Grant Award.**

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

SPECIAL MEETING October 18, 2011:

The special meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, October 18, 2011.

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

The meeting was called to order by Mayor Byrne.

NEW BUSINESS:

INTERVIEW OF PERSONNEL BOARD (to fill one vacancy):

After question and answer session with candidate Diane Rogers Mayor and Council informed Ms. Rogers that they would make a decision on the appointment during the Regular Meeting and thanked her for her interest.

City Manager Terrence Moore stated that once a selection is made he will meet with the Personnel Board to update them on new Personnel Rules and guidelines for the City Employees.

ADJOURNMENT:

There being no further business, Council adjourned at 7:24 p.m.

City Clerk

Mayor

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

REGULAR MEETING OCTOBER 18, 2011:

The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, October 18, 2011, at 7:30 P.M.

PRESENT: City Manager Terrence Moore, City Clerk Linda Little, City Attorney Steve Fanok, Deputy City Manager Jeff Mikorski, 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 on October 5, 2011 were approved as printed.

CORRESPONDENCE: Councilor Shamberger requested the City Manager look into the destruction that has been done to the Old Stone house recently, and asked reports be sent to Council from the Police Chief regarding vandalism. City Manager Terrence Moore responded that the Police Chief will be attending the November 1st Regular Meeting and can report to Council on vandalism at that time.

Mayor Manilla then recognized Morgantown Police Officers Robert Miranov and Mark Trump Jr., who won the Police/Sniper Division at the Regional Skills Competition. Mayor Manilla presented Proclamations for Red Ribbon Week and Food Day, and welcomed WVU Students in the audience from the Journalism 215 class.

PUBLIC HEARING - AN ORDINANCE AUTHORIZING THE CITY OF MORGANTOWN TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE MORGANTOWN-MONONGALIA METROPOLITAN PLANNING ORGANIZATION(MPO) AND THE TOWN OF START CITY FOR THE PURPOSE JOINTLY UPDATING THE RESPECTIVE MUNICIPAL COMPREHENSIVE PLANS A N D THE MPO'S URBAN AREA LONG-RANGE TRANSPORTATION PLAN: Mayor Manilla declared the Public Hearing open on the above entitled Ordinance.

There being no appearances or objections, Mayor Manilla declared this public hearing closed.

UNFINISHED BUSINESS:

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE UPDATE OF COMPREHENSIVE AND TRANSPORTATION PLANS: The below entitled Ordinance was presented for second reading:

AN ORDINANCE AUTHORIZING THE CITY OF MORGANTOWN TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE MORGANTOWN-MONONGALIA METROPOLITAN PLANNING ORGANIZATION(MPO) AND THE TOWN OF START CITY FOR THE PURPOSE JOINTLY UPDATING THE RESPECTIVE MUNICIPAL COMPREHENSIVE PLANS AND THE MPO'S URBAN AREA LONG-RANGE TRANSPORTATION PLAN.

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

BOARDS AND COMMISSIONS: By acclamation Council appointed Diane Rogers to serve on the Personnel Board.

PUBLIC PORTION:

John McGraw, 522 Missouri Street, stated once again that Council should resend or rewrite the Clean Indoor Ordinance. He stated that this Council should not move forward with ordinance until the 5th Boardmember is seated. He inquired whether Council would prefer a "free society" or a "smoke-free society".

There being no more appearances, Mayor Manilla declared this public portion closed.

SPECIAL COMMITTEE REPORTS: Councilor Byrne reported that the Sister City Commission established Xuzhou, China as a Friendship City. He proceeded to announce and read the purpose and goal of the program, where he and a Delegation from WV will travel to China from October 23 to November 4th . He reported that the trip will involve mining and mineral studies.

Councilor Nugent announced that the Museum Commission will meet in a work session and open the Museum in December along with the Smithsonian.

CITY MANAGERS REPORT: Mayor Manilla asked the City Manager what the time table is on the Smoking Ban discussions. City Manager Terrence Moore responded that he is in discussions with Donna Tennant from the Board of Health and will have a time table for Council in this Friday's City Council Weekly Update Letter.

CITY CLERK'S REPORT: City Clerk Linda Little announced that Deputy Clerk Bethany Sypolt is in Florida visiting her grandmother who is ill and well wishes go out to her and her family.

CITY ATTORNEY'S REPORT: City Attorney Steve Fanok requested that the Executive Session be stated for Attorney Client discussion with City Manager, City Council, Deputy City Manager and BOPARC Director present.

REPORT FROM COUNCIL MEMBERS:

Councilor Bane:

Councilor Bane commended the City Clerks for their efforts to go paperless and for the availability of Council Meeting packet information online. He encouraged the full implementation of a paperless packet system for Council and the public, and continued to discuss the benefits of having the materials online and publicly available. He then asked Council for their support with an ongoing situation with the Transit Authority, and their retirement benefits.

Mr. Moore remarked that he is happy to speak with the Transit Authority Director Mr. Bruffy, and help in any way possible. Discussion continued regarding this situation, and other matters.

Councilor Nugent:

Councilor Nugent offered his support regarding the Transit Authority situation, then spoke about the WVU Farm Day events and its correlation to the Food Day Proclamation. He announced the Wiles Hill-Highland Park Neighborhood Association upcoming meeting and clean up event. He stated that he would soon be addressing trash issues with City Officials. He then asked that Ordinances be reviewed concerning tall grass and shrubbery regulations.

Councilor Selin: Councilor Selin added that communication with trash providers can be beneficial in resolving issues. She announced a meeting to discuss and review improvement plans to the Evansdale Campus at WVU, and the public is invited. She also spoke about local events including a play called *Dead Fish Rising*.

Councilor Shamberger: Councilor Shamberger noted that the Met Commission meeting has been changed and expressed appreciation for all those who helped with the recent Arts Walk. She also commented about the meeting regarding the Woodburn School property.

Councilor Byrne: Councilor Byrne announced the upcoming MPO meeting, and also commended the Dominion Post for the formation of the Good Will Committee. He offered his support to the endeavor.

Councilor Herbst: Councilor Herbst concurred with the success of the Art Walk and provided updates regarding meters provided by the Parking Authority to deter panhandling and collect money for local homeless. Mr. Moore provided clarification on when more details concerning such meters will be available to Council.

Councilor Herbst concluded by reporting problems in the Suncrest area, and asked that the City look into fixing a communication gap between MUB and the City Engineering and Code Enforcement Departments. Mr. Moore added that steps are being taken to rectify this situation and more information will be presented as available.

Mayor Manilla: Mayor Manilla addressed the Fracking Ban Ordinance and proposed that at the Oct. 25th COW meeting, the current regulations within City Limits be discussed, and that the Ban Ordinance be repealed due to its overrule in Circuit Court. Mr. Moore added that he will be happy to facilitate a discussion for these changes, and agrees with the proposed discussions. Councilor Byrne commented that he does not agree with rescinding the Ordinance. Discussion then erupted regarding the practice and instances of the City of Morgantown to keep Ordinances on the books that have been overturned in a court of law, as well as recommendations of actions that can be taken at this time.

Mayor Manilla announced that Ron Justice has an interest in chairing the committee dealing with the Woodburn School property. He also spoke about the COPS Grant and the City Manager concurred that there is a responsible plan to continue funding the positions after the grant money is exhausted, and more details will be provided to the public at the Nov. 1st meeting.

EXECUTIVE SESSION: By acclamation, Council unanimously moved to go into Executive Session pursuant to Section 6-9A-4 of the West Virginia State Code in order to discuss attorney-client matters with the following persons present: Mayor Manilla, Council Members, City Attorney, City Manager and BOPARC Director; at 8:27pm.

ADJOURNMENT: There being no further business, the meeting adjourned by unanimous consent at 9:10 pm.

City Clerk

Mayor

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

U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

September 30, 2011

Chief of Police Edward Preston
Morgantown, Town of
300 Spruce Street
Morgantown, WV 26505

Re: COPS Hiring Grant Program Grant #2011UMWX0203
ORI#: WV03101

Dear Chief of Police Preston:

On behalf of the COPS Office, congratulations on receiving an award for 3 officer position(s) and $552,903 in federal funds over a three-year grant period under the 2011 COPS Hiring Program (CHP). Your agency may use CHP grant funding to hire or rehire officers on or after the official grant award start date. Enclosed in this packet is your grant award. A list of conditions that apply to your grant is included on the reverse side of the grant award and on the additional award condition pages. You should read and familiarize yourself with these conditions. **To officially accept your grant, the award document must be signed, and all award condition pages, front and back, must be returned to the COPS Office within 90 days from the date of this letter. The enclosed materials include detailed instructions for returning the signed award document by e-mail, fax, or standard mail.**

The official start date of your grant is September 1, 2011. Therefore, you can be reimbursed for approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum and Final Funding Memorandum included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process, and grant funds may only be used for approved items. The Financial Clearance Memorandum will specify the final award amount, and will also identify any disallowed costs.

A supplemental online award package for 2011 COPS CHP grantees can be found at http://www.cops.usdoj.gov/Default.asp?Item=2367. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your grant, including the 2011 CHP Grant Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your grant. A Frequently Asked Questions (FAQ) document is available to assist you with many questions you may have about your new CHP award. A copy is included in this award packet, and can also be found on the COPS website listed above. Within a few weeks you should receive a financial documentation package from the Office of the Chief Financial Officer, Office of Justice Programs. This important package will contain the forms and instructions necessary to begin drawing down funds for your grant.

Once again, congratulations on your CHP award. If you have any questions about your grant, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 1.800.421.6770.

Sincerely,

Bernard K. Melekian
Director

U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

ACCEPTING YOUR 2011 COPS GRANT AWARD

Frequently Asked Questions

HOW DO I ACCEPT THIS AWARD?

Accepting your COPS award is a simple and straightforward process. The award document to accept your new grant can be found in the award packet. Other important information about your award can be found online at www.cops.usdoj.gov. You should carefully read all award information prior to signing the award document and accepting your grant.

- **COPS Grant Award Document** – To accept your grant, the award document must be signed by the top law enforcement and government executives or agency executives as indicated on the award document. Please return both sides of the award document, along with all award condition pages to the COPS Office by e-mail, fax or standard mail within 90 days of the date shown on the award congratulatory letter. Stamps and/or electronic signatures will not be accepted.

WHERE CAN I FIND THE SUPPORTING PAPERWORK FOR MY AWARD, SUCH AS THE GRANT OWNER'S MANUAL?

For your convenience, we have several supporting documents available online at www.cops.usdoj.gov to assist you in implementing your grant. These resources include:

Grant Owner's Manual	Frequently Asked Questions about the Federal Financial Report (SF-425)
Helpful Hints Guide for Completing the Federal Financial Report (SF-425)	Fact Sheet- Online Filing of FFR SF-425 Quarterly Federal Financial Reports
Frequently Asked Questions (FAQs) Grant Payment Request System (GPRS)	Publication Request Form
Change of Information Form	Federal Civil Rights Statutes and Regulations Memorandum

WHO MUST SIGN THE AWARD DOCUMENT?

The law enforcement and government executives (as indicated on your award document) that have ultimate financial and programmatic authority for the grant must sign the award document. They are generally the highest-ranking officials within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent for law enforcement executives, and Mayor, City Administrator, Tribal Chairman, or equivalent for government executives). For non-law enforcement agencies (universities, private organizations, etc.), the authorized officials are the programmatic and financial officials who have the ultimate signatory authority to sign contracts on behalf of your organization. Typically, these are the same executives who signed the forms located in your application package.

ARE STAMPED OR ELECTRONIC SIGNATURES ACCEPTABLE ON THE AWARD DOCUMENT?

No. Stamped and/or electronic signatures will not be accepted.

If the actual law enforcement or government executive listed on the award document has changed, the new executive in that position should simply sign the award document. Again, **do not alter any executive information shown on your award document, even if it needs to be updated.** Simply complete a Change of Information form as described above in order to reflect the new executive.

WHERE CAN I FIND A LIST OF CONDITIONS THAT APPLY TO MY GRANT?

Beginning on the reverse side of your award document, you will find your award's grant terms and conditions. The same conditions can also be found in the Grant Owner's Manual, which is available online at www.cops.usdoj.gov. Please read and familiarize yourself with these conditions.

I STILL HAVE QUESTIONS ABOUT MY AWARD. WHAT DO I DO?

If you still have questions, please feel free to call the COPS Office Response Center at 1.800.421.6770 and ask to speak with your Grant Program Specialist.

U.S. Department of Justice
Community Oriented Policing Services

Grants Administration Division

COPS Hiring Program

Treasury Account Symbol (TAS) 15X0406

Grant #: 2011UMWX0203
ORI #: WV03101
Applicant Organization's Legal Name: Morgantown, Town of
OJP Vendor #: 556001215
DUNS #: 1522342200000

Law Enforcement Executive: Chief of Police Edward Preston
Address: 300 Spruce Street
City, State, Zip Code: Morgantown, WV 26505
Telephone: (304) 284-7496
Fax: (304) 284-7526

Government Executive: City Manager Terrence Moore
Address: 389 Spruce Street
City, State, Zip Code: Morgantown, WV 26505
Telephone: (304) 284-7405
Fax: (304) 284-7430

Award Start Date: 9/1/2011 Award End Date: 8/31/2014

Full Time Officers Funded: 0
New Hires: 3
Rehires - Pre-Application Layoffs: 0
Rehires - Post-Application Layoffs: 0
Award Amount: $552,903.00

Bernard Melekian SEP 8 2011
Bernard Melekian Date
Director

By signing this Award Document, the grantee agrees to abide by all 20 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Edward Preston Date
Chief of Police

Terrence Moore Date
City Manager

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 105979

copy

8. **Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Program. The grantee agrees to cooperate with the monitors and evaluators.

9. **Reports.** To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting quarterly programmatic progress reports and quarterly financial reports.

10. **Federal Civil Rights Laws.** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin (which includes providing limited English proficient persons meaningful access to your programs), sex, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Americans with Disabilities Act (ADA) of 1990, as amended (42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 225, 611); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G, and I); regulations implementing the ADA, as revised (28 C.F.R. parts 35 and 36; 29 C.F.R. parts 1630, 1640, 1641; 47 C.F.R. §§ 64.601-606, 611, and 613; 49 C.F.R. parts 37 and 38). You also agree to comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.

11. **Equal Employment Opportunity Plan (EEOP).** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. **Grant Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a CHP grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.

13. **Employment Eligibility.** The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

14. **Community Policing.** Community policing activities to be initiated or enhanced by your agency were identified and described in your CHP grant application with reference to each of the following elements of community policing: a) community partnerships and support; b) related governmental and community initiatives that complement your agency's proposed use of CHP funding; and c) how your agency will use the funds to reorient its mission or enhance its commitment to community policing.

The COPS Office defines community policing as a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem-solving techniques, to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP grants must be used to initiate or enhance community policing activities. All newly hired, additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must engage in community policing activities.

15. **Community Policing Self Assessment Tool.** The COPS Office will require your agency to complete the Community Policing Self Assessment Tool (CP SAT) twice within the grant period, at the beginning and again towards the end of your grant period.

16. **Contracts With Other Jurisdictions.** Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction.

17. **False Statements.** False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.

18. **Additional High-Risk Grantee Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (28 C.F.R. Parts 66 and 70).

19. **Central Contractor Registration and Universal Identifier Requirements.** The Office of Management and Budget requires Federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

A. Requirement for Central Contractor Registration (CCR)
Unless you are exempted from this requirement under 2 C.F.R. 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers
If you are authorized to make subawards under this award, you:

1. *Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has*

i. in the subrecipient's preceding fiscal year, the subrecipient received—
(A) 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
i. To the recipient.
ii. By the end of the month following the month during which you make the subaward.
For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
i. *Subawards, and*
ii. *The total compensation of the five most highly compensated executives of any subrecipient.*

e. *Definitions.* **For purposes of this award term:**
1. Entity means all of the following, as defined in 2 CFR part 25:
i. A Governmental organization, which is a state, local government, or Indian tribe;
ii. A foreign public entity;
iii. A domestic or foreign nonprofit organization;
iv. A domestic or foreign for-profit organization;
v. A federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive means officers, managing partners, or any other employees in management positions.*

3. *Subaward:*
i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___.210 of the attachment to OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations").
iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient means an entity that:*
i. Receives a subaward from you (the recipient) under this award; and
ii. Is accountable to you for the use of the federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
i. *Salary and bonus.*
ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
v. *Above-market earnings on deferred compensation which is not tax-qualified.*
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

U. S. Department of Justice

Community Oriented Policing Services

Grants Administration Division

COPS Hiring Program

145 N Street, N.E.
Washington, DC 20530

Memorandum

To: Chief of Police Edward Preston
Morgantown, Town of

From: Andrew A. Dorr, Assistant Director for Grants Administration
John Oliphant, Supervisory Senior Policy Analyst
Budget Prepared By: Barry Bratburd, Senior Policy Analyst

Re: COPS Hiring Program Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions/Adjustments are noted below.

OJP Vendor #: 556001215 **ORI #: WV03101** **DUNS #: 1522342200000** **Grant #: 2011UMWX0203**

Budget Category	Proposed Budget	Approved Budget	Adjustments	Disallowed/Adjusted - Reasons/Comments
Personnel	$329,235.00	$329,235.00	$0.00	
Fringe Benefits	$223,668.00	$223,668.00	$0.00	
Direct Costs:	$552,903.00	$552,903.00	$0.00	
Grand Total	**$552,903.00**	**$552,903.00**	**$0.00**	

Grand Total:	**Federal Share:**	**$ 552,903.00**
	Applicant Share:	**$ 0.00**

Cleared Date: 9/2/2011

Overall Comments:

COPS Hiring Program
Final Funding Memo
U.S. Department of Justice, Office of Community Oriented Policing Services

Legal Name: Morgantown, Town of

ORI: WV03101

Grant Number: 2011UMWX0203

Date: September 23, 2011

Personnel	Quantity	Cost/Item	Total Item Cost	Amount Disallowed	Total Allowed	Reason Disallowed/Adjusted
Salaries	3	$ 109,745.00	$ 329,235.00	$ 0.00	$ 329,235.00	
Total:				**$ 0.00**	**$ 329,235.00**	

Fringe Benefits	Quantity	Cost/Item	Total Item Cost	Amount Disallowed	Total Allowed	Reason Disallowed/Adjusted
Fringe Benefits	3	$ 74,556.00	$ 223,668.00	$ 0.00	$ 223,668.00	
Total:				**$ 0.00**	**$ 223,668.00**	

Grand Total:		
	Total Federal Share:	**$ 552,903.00**
	Total Local Share:	**$ 0.00**
	Total Project Costs:	**$ 552,903.00**
	Total Disallowed Costs:	**$ 0.00**

Cleared Date: 9/2/2011

Overall Comments:

BOARDS AND COMMISSIONS - TERMS EXPIRED AND CURRENT VACANCIES

***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.**

FIRE CIVIL SERVICE: 4 YEAR TERM:

David Alexander IAFF Local 313 Representative has resigned and the Firefighters are looking for a representative.

URBAN LANDSCAPE COMMISSION: 2 YEAR TERM:

Marilyn Bowers, 2nd wd resigned still vacant and On July 27th Anne Cumming, Urban Forester resigned and still vacant. Nominated by CM, from each ward, 13 members with staggered terms, 1 councilmember, and non-ward members must represent specific category.

YOUTH COMMISSION 1 YEAR TERM:

Marissa Travinski has names of all new members. High School students residing in Metropolitan area.

***POLICE & FIRE CIVIL SERVICE COMMISSIONS APPOINT NEW PRESIDENTS 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.**

10-13-11

ORDINANCE NO. _____

AN ORDINANCE AMENDING TABLE 1331.05.01 "PERMITTED LAND USES" OF THE PLANNING AND ZONING CODE AS IT PERTAINS TO "ANIMAL GROOMING SERVICE" USES.

The Morgantown City Council hereby ordains that Table 1331.05.01 "Permitted Land Uses" of the Planning and Zoning Code of the City of Morgantown is amended as follows (new matter underlined):

Table 1331.05.01: Permitted Land Uses

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Animal Grooming Service		C	C	C	<u>C</u>	P	P	P		P		28, 29

This ordinance shall be effective upon date of adoption.

FIRST READING:

_____
Mayor

ADOPTED:

FILED:

_____
City Clerk

RECORDED:

AN ORDINANCE BY THE CITY OF MORGANTOWN REPEALING A JUNE 15, 2010, ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY REGARDING THE FINANCING AND CONSTRUCTION OF A NEW ROADWAY AND EXTENSION OF UTILITIES ON THE EAST SIDE OF THE MORGANTOWN MUNICIPAL AIRPORT, AND AUTHORIZING IN ITS PLACE A NEW INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND MONONGALIA COUNTY DEVELOPMENT AUTHORITY WHICH ADDRESSES THE SAME MATTERS.

The City of Morgantown hereby ordains that the June 15, 2010 Ordinance that it adopted authorizing an intergovernmental agreement by an between the City and the Monongalia County Development Authority regarding the financing and construction of a new roadway and extension of utilities on the east side of the Morgantown Municipal Airport is repealed in its entirety; and in its place the City Manager is authorized to execute, by and on behalf of the City, the Intergovernmental Agreement hereto attached.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

_____
MAYOR

ADOPTED:

FILED:

_____
CITY CLERK

RECORDED:

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") entered into this ___ day of _____, 2011 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.

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 the 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 Phase I of the Access Road to the Business Park Property.

1.13 "TSA" shall mean the Transportation Security Administration.

ARTICLE TWO
PROPERTY TRANSFER

2.0 The City shall as soon as is reasonably possible after execution of this Agreement enter 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 shall be 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 of 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 form CR 857 to Station 16+50.00, 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. 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 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 and shall be the last funds utilized in the Access Road development and construction. The City and MCDA shall use the funds provided by the City and the Federal Grant prior to using any of the proceeds from MCDA.

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.

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	By: Terrence Moore
Its: Vice President	Its: City Manager

AN ORDINANCE REPEALING ARTICLE 917 OF THE MORGANTOWN CITY CODE AND ENACTING A NEW ARTICLE 917, AS THE SAME APPLIES TO THE ESTABLISHMENT OF A MUNICIPAL TREE BOARD AND REGULATIONS REGARDING TREES.

The City of Morgantown hereby ordains that Article 917 of its City Code is repealed in its entirety and replaced with a new Article 917 that reads as follows:

ARTICLE 917
Community Forestry

917.01 PURPOSE

This Article establishes policies, regulations, and standards necessary to ensure that the City will continue to realize the benefits provided by its community forest. The provisions of this Article are enacted to:

A. Create a desirable environment that protects the public health, comfort, safety and welfare of Morgantown residents, businesses and industries;

B. Establish and maintain the maximum sustainable amount of tree cover on public and private lands in the City;

C. Establish minimum site management requirements for trees protected by this Article;

D. Establish and maintain appropriate diversity in tree species and age classes to provide a stable and sustainable community forest;

E. Moderate effects of the sun, wind and temperature changes;

F. Promote energy efficiency and conservation;

G. Decrease storm water runoff;

H. Filter pollutants from the air and release oxygen;

I. Buffer noise and visual pollution;

J. Stabilize soil and prevent erosion;

K. Improve and maintain City gateways, streets, parking areas, parks and neighborhoods;

L. Support traffic calming;

M. Increase property values and protect investment;

N. Preserve exceptional trees;

O. Screen incompatible land uses;

P. Provide habitat for wildlife;

Q. Encourage public education about trees and landscaping and their value.

917.02 DEFINITIONS

For the purposes of this Article, the following terms, phrases, words and their derivations shall have the meaning herein given:

(a) "Adopted tree care standards" are those standards of tree maintenance, trimming clearances, and methods of protection during construction, as established in the American National Standards Institute (ANSI) Standard A300, National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Part 1 - Standards Pruning Practices, as may be amended. The above standards are adopted with the understanding that any requirements therein referring to ANSI Z133.1 safety standards are deleted. The City Manager is authorized to issue waivers from the above A300 requirements to individuals on a case-by-case basis should a request for a waiver be made to him/her and he/she believes the granting of such a waiver to be justified.

(b) "Canopy" means the shade a tree will provide at maturity.

(c) "City" means City of Morgantown, West Virginia.

(d) "City Forester" means the City Manager or his/her designee, who shall be responsible for the implementation and enforcement of all requirements contained within this Article.

(e) "Commercial Tree Expert" means a person who has received Certified Arborist status from the International Society of Arboriculture.

(f) "Commercial Tree Pruner/Service" means a person who performs work on trees for profit.

(g) "Community Forest" means trees and vegetation located within an urban area. Community forestry is the management of these urban resources for the improvement of the economic, environmental, and social well being of the community.

(h) "Critical Root Zone" means an area surrounding a tree trunk that is delineated one foot outside of the drip line of the tree.

(i) "Crown Reduction" means pruning to reduce height or size of a tree by cutting limbs back to a point of origin or back to laterals capable of sustaining the remaining limb. "Topping" is not a proper technique to reduce a crown.

(j) "Diameter Breast Height (DBH)" means the diameter of a tree at a point four and one-half feet above the ground. DBH shall be measured from the uphill side of a tree.

(k) "Dripline" means an imaginary vertical line that extends downward from the outer most tips of the tree branches to the ground.

(l) "Environmentally Sensitive Areas" means wetlands, riparian corridors, landslide prone areas, steep slopes, and fish and wildlife areas that have been so designated by the controlling governmental department or agency.

(m) "Exceptional Tree" means a tree located on public or private land designated as exceptional due to historic association, rare tree species or extraordinary value because of its age, size or type.

(n) "Hazardous Tree" means a tree or tree parts with a high probability of falling or causing injury or property loss to persons or property on public space in the vicinity of the tree, or a tree harboring insects or disease that has been determined to be a threat to the surrounding environment.

(o) "Person" means any person, firm, partnership, association, corporation, company, or organization of any kind

(p) "Private Land" means land not owned by the City or other governmental entity.

(q) "Public Place" means any municipal public street, municipal public highway, municipal public park, or any realty owned or held by the City within the boundaries of the City.

(r) "Shall" is always mandatory and not merely discretionary.

(s) "Specifications for Street Tree Planting" means a document maintained on species suitability, spacing and standard planting protocols.

(t) "Street Trees" means trees located and spaced along municipal streets which have been adopted by and are being maintained by the City.

(u) "Topping" means the severe removal of a tree canopy back to large stubs.

(v) "Tree" means any tree in a public place or on private property as indicated by the provisions of this Article.

(w) "Tree Registry" means a list of exceptional trees registered within the City.

917.03 MUNICIPAL TREE BOARD

A Municipal Tree Board shall be appointed by City Council and shall consist of at least seven, but no more than ten members. Of the members, at least one shall have specialized knowledge and expertise regarding tree management and care. Tree Board members shall serve three-year terms without compensation.

The duties of the Municipal Tree Board shall be as follows:

(a) Advise and consult with the City Manager, or other staff designated by the City Manager, on any matter pertaining to this Article;

(b) Study the problems and determine the needs of the City in connection with its management of trees and shrubs and make specific recommendations to the City Manager;

(c) Work in collaboration with the City Urban Landscape Commission, the Board of Park and Recreation Commissioners, the Public Works Department, the Parking Authority, the Planning Commission, and other agencies and departments as needed;

(d) Review City plans and policies, when requested to do so by the City Manager, that contain matters relating to urban forestry, community values, and arboriculture;

(e) Recommend legislation regarding the community forest;

(f) Provide for the City Manager reports as requested and an analysis of annual budgets pertaining to the community forest;

(g) Develop a program for identifying and maintaining exceptional trees in the City and make recommendations to the City Manager and City Council for adopting such a program;

(h) Provide information regarding the selection, planting and maintenance of trees on public property;

(i) Facilitate the planning and implementation of public education addressing proper tree care and community forestry;

(j) Coordinate the City Arbor Day programs, grants, and other similar programs.

917.04 ARTICLE ADMINISTRATION

The City Manager, or his/her designee, shall be responsible for the implementation and enforcement of all requirements of this Article, and shall be the City Forester for purposes of this Article. The City Manager, or his/her designee, shall have control and supervision of all trees which now or which may hereafter exist upon any public place in this City when such trees are in such condition as to affect the public health, safety and welfare. The City Manager, or his/her designee, is authorized to consult with the Municipal Tree Board for advice and assistance on matters pertaining to this Article.

917.05 LIABILITY AND INDEMNIFICATION

Nothing within this article is to be interpreted to read that the City or any of its officers, agents or employees has accepted responsibility for assuring that the public will be safe from injury from any tree within the City. The City recognizes that acts of God may intervene and that it is the ultimate responsibility of the individual property owner to assure that trees on his or her realty are maintained in a safe manner that does not endanger a neighbor or the general public. The City may be responsible for the condition of trees on its publicly owned realty; however, it does not accept responsibility or liability for damage caused by any tree located on private property, state roads, or state rights of way.

917.06 JURISDICTION

The City Manager, or his/her designee, shall have the right and duty to prune, preserve or remove any tree or other plant existing upon any public place when such tree, or part thereof, is so infected with any injury, fungus, insect or other plant pathogens or when such tree, or part thereof, constitutes an interference with travel. The City Manager, or his/her designee, shall be authorized to take such measures with regard to such trees or plants as he or she deems necessary to preserve the function and preserve or enhance the beauty of such public place.

The City Manager, or his/her designee, shall have the authority and it shall be his/her duty to order the pruning, preservation or removal of trees upon private property when such trees meet the definition of a "Hazardous Tree" as defined within this Article, are an obstruction as set forth in Section 917.18 of this Article, or have a root system that is damaging infrastructure, such as sidewalks or streets within a public place.

917.07 APPEALS

Any action of the City staff pertaining to the directives of this Article may be appealed to the City Manager. The appeal shall clearly specify the reasons for which a hearing is being requested. The City Manager's action shall be final unless appealed to the City Council. To be effective, an appeal to the City Council must be in writing, state reasons for the appeal, and must be filed with the City Clerk within 10 days after notice of the

decision by the City Manager is mailed to the applicant. The decision of the City Council shall be final.

917.08 COMMON MORGANTOWN TREES: SPECIES AND VARIETIES

The City Manager, or his/her designee, in consultation with the Municipal Tree Board shall develop and maintain a list of undesirable trees. This list shall provide guidance for planting within municipal public property and rights of way. All trees planted within public rights-of-way must be a species that will not adversely affect the surrounding infrastructure such as sidewalks, curbs, street or underground utilities, including but not limited to heaving of the infrastructure by the root system.

917.09 PLANTING OF TREES ON PUBLIC PLACE OR PUBLIC RIGHT-OF-WAY

Planting and maintenance of trees on a public place or within municipal public right of ways shall be performed under the supervision of the City Manager, or his/her designee, who shall be in consultation with the City department having jurisdiction over the property in question. Any tree hereafter planted on, or in a location that, as it matures will affect the safe use of such land, shall be selected, sited, planted, and maintained in accordance with the tree care specifications established by this Article.

917.10 TREE REMOVAL ON PUBLIC PLACE OR PUBLIC RIGHT OF WAY

Any person removing a tree from a public place or municipal public right of way shall do so in accordance with the standards adopted in this Article. Any person or agency private or public, needing to remove a tree six inches or more in DBH from such land shall first be required to obtain permission from the City Manager or his/her designee. Permits for removal of trees of any size located in environmentally sensitive areas must be issued in writing by the City Manager, or his/her designee, with the full knowledge of the Municipal Tree Board. Such permits may be granted for one tree or for groups of trees, and shall be issued pursuant to guidelines established by the City Manager in consultation with the Municipal Tree Board. An exception to the foregoing requirement of obtaining permission shall be those instances in which City Administration has identified and needs to remove a hazardous tree from a public place.

Any person or agency removing trees which are neither hazardous trees nor trees creating a hazardous condition, by permit, which are six inches or more in DBH shall provide for the planting of new trees in approximately equal numbers of_appropriate species in appropriate locations mutually agreed upon by the City Manager, or his/her designee, and the person obtaining the permit. Failure to obtain a permit when one would be required for removal of trees shall not relieve responsibility for the planting of replacement trees.

For any tree that is deemed to be a hazardous tree that is located on realty other than a public place or municipal public right of way, the City Manager, or his/her designee, shall give notice to the property owner and follow procedures stated in Section 917.06

and 917.07.

917.11 TREES NOT ON A PUBLIC PLACE

Trees located on land other than a public place or municipal public right of way are the property and responsibility of the owner of such land. Yet such trees have public usefulness, and value in energy conservation; in moderating extremes in temperature and humidity; in moderating storm water runoff; in reducing noise, glare and air pollution; in reducing soil erosion; in traffic calming; and in improving the City's aesthetic character. To encourage the conservation of this resource, the City Manager with the assistance of the Municipal Tree Board, is empowered to take the following measures:

(a) Provide information and technical referral service to landowners, developers, builders, and other interested parties, including persons and private and public agencies, in protecting trees during planting and construction;

(b) Provide leadership for Arbor Day observances and other public education efforts as stated in Section 917.03.

The City wishes to encourage and promote the planting of street trees to provide shade within the City; however public right of way space is limited and not always adequate for growing shade trees. Space on private land adjoining the right of way is often adequate for such planting of shade trees by the City, and the use of such space would ensure that many streets and neighborhoods that would otherwise be excluded from a municipal tree planting program would be included. The planting of shade trees by the City on private property adjoining the right-of-way would produce significant public benefits by providing a healthy and attractive tree canopy along City Streets, and also serve to encourage property owners to plant suitable shade trees in a similar manner on their property.

For these reasons the City Manager, or his/her designee, is hereby authorized to contract with such property owners utilizing a "Greenspace Planting Agreement" to encourage the planting of desirable tree types in locations that will benefit all citizens of the City. This Agreement shall delineate the conditions to which both the City and the property owner agree, the continuing authority of this Article, the responsibility of the property owner for the trees except as modified by the Agreement, the duration of the Agreement, a sketch of the planting site, showing all existing utilities (both above and below ground) and the statement of full authority on the part of the property owner with respect to the above planting location.

917.12 EXCEPTIONAL TREES AND THE CITY TREE REGISTER

The City Manager, or his/her designee, shall maintain a City Tree Register of exceptional trees located on public and private property. Recognition of exceptional trees shall be given by certificate awarded to the property owner and by listing the tree

on the municipal web site. A private property owner must request in writing that his/her tree be listed on the City Tree Register as an exceptional tree and must agree in writing, prior to such designation that he/she will have included in his/her deed for the realty a restrictive covenant binding all successor owners of the realty to the requirements of this Article as it pertains to the exceptional tree in question.

Exceptional trees listed on the City Tree Register and which are on a public place within a public right of way (street or alley), or on private property may only be removed following notification of the City Manager or his/her designee and the Municipal Tree Board, unless it is deemed a hazardous tree or is creating a hazardous condition. Removal of exceptional trees shall be generally prohibited in environmentally sensitive areas unless the trees are determined by the City Manager or his/her designee to be in an irreversibly hazardous condition.

The City Manager, or his/her designee, in communication with the Tree Board shall maintain Specifications for Street Tree Planting.

917.13 TREE PROTECTION AND MITIGATION

Injury to trees is prohibited in that no person shall, without the consent of the owner in the case of a tree , or without a written permit from the City Manager or his/her designee, in the case of a public tree , do, or cause to be done by others, any of the following acts:

(a) Secure, fasten or run any rope, wire, sign or other device or material to, around or through a tree;

(b) Break, injure, mutilate, deface, kill or destroy or permit any fire to burn where it will injure any tree;

(c) Permit any toxic chemical, gas, smoke, brine, oil or other injurious substance to seep, drain or be emptied upon or about any tree or shrub;

(d) Set fire or permit fire to burn when such fire or the heat of such will injure any portion of any tree;

(e) Excavate any ditch, tunnel or trench, or lay any drive within a distance ratio of one foot per inch of girth at DBH, to the extent practical, from the center of any tree.

(f) Erect, alter, repair or raze any building or structure without placing suitable guards around all nearby trees as recommended in ANSI Tree Protection During Construction Standards;

(g) Remove any guard, stake or other device or material intended for the protection of any public tree or close or obstruct any open space

about the base of a public tree or shrub designed to permit access to air, or water or fertilizer.

In order to maintain the overall community forest, reasonable efforts shall be made to replace trees that are removed and to protect desirable trees that are endangered.

A tree six inches or more in DBH removed from public places by decision of the City Manager, or his/her designee, the Public Works Department or the Board of Parks and Recreation Commissioners shall be replaced somewhere in the community forest on a two-for-one basis within one year. The plan for location and species of any replacement shall be reviewed by the City Manager, or his/her designee, and the Tree Board.

Trees of desirable species and good health shall be protected as much as possible from damage during construction, sidewalk repair, utilities work above and below ground, and other similar activities

Training may be offered to City departments to assist City personnel in utilizing protective arboricultural techniques.

917.14 PRUNING STANDARDS

All tree pruning on public property shall conform to the ANSI A300 standards for tree care operations. The City Manager, or his/her designee, on a case-by-case basis, is authorized to issue waivers to specific requirements within ANSI A300, should a request for such waiver be made and the City Manager, or his/her designee, deems such waiver justified.

917.15 UTILITY CLEARANCE

Tree limbs that grow within public rights of way, in which trees are routinely pruned or otherwise cut during utility maintenance operations by utility companies or companies paid by utility companies to do such work, shall be maintained by the utility company in compliance with applicable franchise agreements approved by the City. Should a franchise agreement expire, the regulations of this article shall apply to any such utility, the same as if the work were being performed by a City department. The same shall apply to all public utilities doing work within a public right of way. Each tree trimming policy of a utility company must be reviewed by the City Manager, or his/her designee, prior to any trimming by the utility company.

(A) The tree trimming policy mentioned above shall include a plan for providing the City or other landowner, tenants of abutting realty whose trees will be cut or trimmed by order of the utility, with reasonable notice which shall include:

(a) a description of the area(s) in which the right of way clearing or

maintenance is performed;

(b) an approximate schedule of work;

(c) a description of the type(s) of work to be performed, including, but not limited to tree trimming, tree removal, brush cutting, herbicide application, growth regulation, slash disposition.

(d) a general description of clearances required or rights of way widths to be maintained; and

(e) the name and telephone number of a contact person at the utility.

(B) In the case of right of way clearing or maintenance planned or scheduled in the normal course of operation, the utility company shall make personal contact with the City or other landowner, and owners or tenants of abutting realty whose trees will be cut or trimmed by order of the utility. In the case of abutting realty which lacks a habitable structure or contains a vacant structure, personal contact shall be replaced by a Class I legal advertisement in a newspaper of general circulation in the City of Morgantown.

(C) In the case of right of way clearing or maintenance resulting from a sudden emergency, the utility shall issue a news release to the Morgantown media. After the sudden emergency is over and the necessary clearing is complete, the utility shall publish a notice regarding the affected properties in a Class I legal advertisement in a newspaper of general circulation in the City of Morgantown.

(D) For purposes of this Section, "personal contact" means, that at least seven (7) business days prior to the scheduled clearing or maintenance, an attempt will be made by the utility to contact the persons by telephone or in person. Should the attempt be unsuccessful, a door hanger or similar type of written notice will be left at the residence which contains the information required by this Section. A second personal contact attempt will be made prior to the start of work. Should contact be made with a tenant, the utility shall either actually contact the owner before beginning work or publish a legal advertisement as set forth in Section (B) and (C) above.

(E) Upon receiving notice of such work to be performed by the utility, the City of Morgantown will notify existing neighborhood associations within the affected area, of the same.

(F) All tree removal on public land or within public rights of way shall follow City tree removal standards set forth in Section 917.10 of this Article.

(G) All tree pruning and maintenance shall be subject to the requirements set forth in

Sections 917.14 of this Article.

(H) Utility maintenance that requires digging or trenching near trees shall provide protection of the Critical Root Zone. Open trenching in the root zone of a tree is to be avoided when practical except when the trenching falls outside the Critical Root Zone.

(I) All trees located where there is insufficient space to bypass the Critical Root Zone must be augured if practical. Auguring activity shall not occur on more than one side of the tree and shall follow distance and depth requirements outlined in the ANSI tree care specifications manual.

(J) If auguring is not practical or the Critical Root Zone is damaged, the Utility shall remove the existing tree and replace the tree. The location and type of tree to be determined by the City Manager, or his/her designated representative.

917.16 TOPPING

No person, commercial firm or City department shall, as a normal practice, top any street tree, park tree, or other tree located on public property. Crown reduction by a qualified arborist may be substituted where appropriate. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this ordinance at the determination of the City Manager.

917.17 HAZARDOUS TREES

Any hazardous tree, as defined by this Article, insofar as it affects the public health, comfort, safety and welfare is hereby declared a public nuisance dangerous to life and limb.

917.18 OBSTRUCTION

It shall be the duty of any person or persons owning or occupying real property bordering on any street upon which there may be trees to prune trees in a manner that they will not obstruct or shade street lights, obstruct the passage of pedestrians on sidewalks, obstruct vision of street signs, or obstruct view of street or alley intersection or obstruct the view of the operator of any motor vehicle with regard to other vehicles, traffic sign or signals, or pedestrians along the street. The minimum clearance for any overhanging portion thereof shall be 8 feet over sidewalks and 13 feet over all streets.

Any hedge, tree shrub, other growth, situated at the intersection of two or more streets, alleys, or driveways in the City is hereby declared to be a public nuisance to the extent that such hedge, tree, shrub, other growth or fencing obstructs the view of the operator of any motor vehicle with regard to other vehicles, traffic signs or signals, or pedestrians approaching or crossing such intersection.

No hedge, tree shrub, other growth, located adjacent to a road surface shall obstruct the clear and complete vision of the operator of any motor vehicle in regard to other vehicles, traffic signs and signals, or pedestrians within the public right of way.

917.19 DISEASE OR INSECT INFECTED TREE:

In those cases in which a tree is determined to be so severely insect or disease infected that it is a threat to the Community Forest, the City Manager, or his/her designee, shall have the authority to seek judicial relief, if necessary, to eliminate the threat.

917.20 WRITTEN ORDER TO PRUNE, PRESERVE, REMOVE TREE OR WOODY PLANT

When the City Manager, or his/her designee, shall find it necessary to order the pruning, preservation or removal of trees or plants upon private property as authorized in Section 917.06, he/she shall serve a written order to correct the dangerous condition upon the owner, operator, occupant, or other person responsible for its existence. This order shall be served in one of the following ways:

(a) By making personal delivery;

(b) Sent by certified or first class mail addressed to the last known address; or

(c) If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the property to which the notice applies.

The order required herein shall set forth a time limit of no less than 30 days for compliance, dependent upon the hazard and danger created by the violation. In cases of extreme danger to person or public property, the City Manager, or his/her designee, shall have the authority to require compliance immediately upon service of this order.

917.21 ORDER TO CORRECT A HAZARDOUS CONDITION

A person to whom an order hereunder is directed shall have the right, within twenty-four hours of service of such order, to appeal to the City Manager, who shall review such order within seven days and file his/her decision thereon. Unless the order is revoked or modified, it shall remain in full force and be obeyed by the person to whom it is directed.

A person to whom such order is directed must comply with such order within 10 days after an appeal shall have been determined. When a person to whom an order is directed fails to comply within the specified time period, the City Manager, or his/her

designee, may take such steps as he/she finds necessary to remedy the condition, including judicial relief from the Circuit Court of Monongalia County.

Any person failing to obey an order given by the City Manager, or his/her designee, pursuant to this Article shall be subject to the penalties set forth in Section 917.23 of this Article.

917.22 TREE CARE OPERATORS

All persons, firms, or corporations engaged in commercial tree care operations are required to comply with all applicable federal, state, and City of Morgantown rules and regulations that govern such operations.

917.23 PENALTY

Any person who neglects or refuses to comply with, or assists in the violation of, any of the provisions of this Article, or order, permit or notice issued pursuant thereto, shall be fined not more than $500 for each such violation. Each day any such violation continues shall constitute a separate offense, and in those cases where the violation involves the removal or damage of a tree, each such removal or damaged tree shall also constitute a separate offense.

917.24 DAMAGE AND COST OF REPLACEMENT

Any person who causes a tree to be removed or damaged within a municipal public right-of-way or upon realty owned by the municipality or realty owned by a board, commission, or authority of the municipality, in violation of this Article, or any order, permit, or notice issued pursuant thereto, shall repair or replace any such tree at the violator's sole cost and expense. The cost of replacement shall be determined by the City Manager.

917.25 ENFORCEMENT

The City Manager or his/her designee is hereby charged with the responsibility for the enforcement of this Article and he/she may serve notice to any person in violation thereof or institute legal proceedings as may be required.

917.26 SEVERABILITY

Should any part or provision of this Article be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Article as a whole or any part thereof other than the part held to be invalid.

This ordinance shall be effective upon date of adoption.

FIRST READING:

ADOPTED:

FILED:

RECORDED:

_____
Mayor

_____
City Clerk

ORDINANCE NO._____

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF A PARCEL OF REAL ESTATE IN THE FIFTH WARD OF THE CITY OF MORGANTOWN FROM (B-1) NEIGHBORHOOD BUSINESS DISTRICT TO (B-4) GENERAL BUSINESS DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.

Property included in this consideration is identified in the 2006 Monongalia County Assessor's records as Parcel No. 118 of County Tax Map No. 26; Morgantown Corporation District.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the zoning classification for Parcel No. 118 of County Tax Map No. 26 of the 2006 tax assessment as described herein and illustrated on the exhibit hereto attached and declared to be a part of this Ordinance to be read herewith as if the same was fully set forth herein is reclassified from (B-1) Neighborhood Business District to (B-4) General Business District.

2. That the Official Zoning Map be accordingly changed to show said zoning reclassification.

This Ordinance shall be effective from date of adoption.

FIRST READING:

_____
Mayor

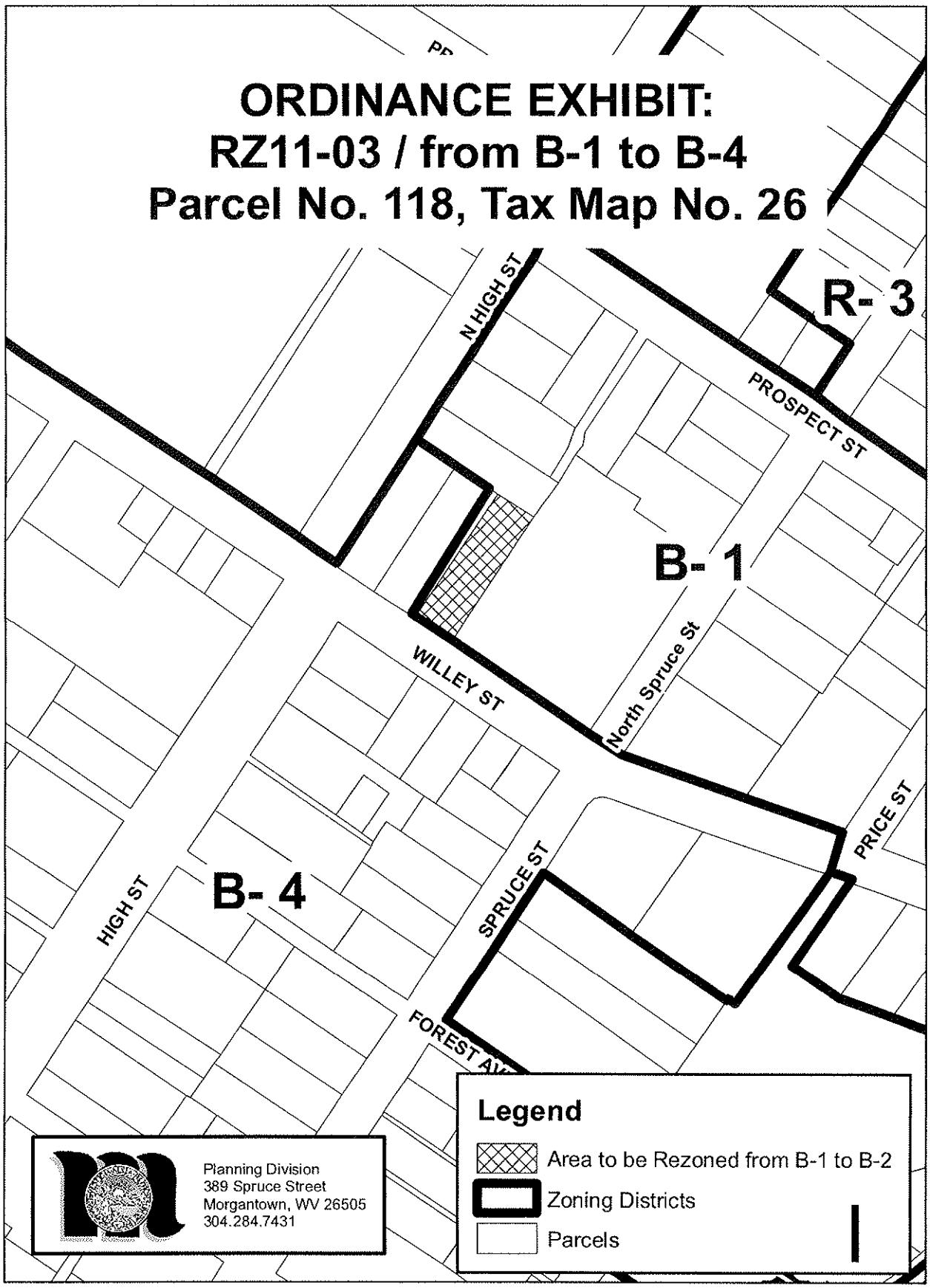
ADOPTED:

FILED:

_____
City Clerk

RECORDED:

ORDINANCE EXHIBIT:
RZ11-03 / from B-1 to B-4
Parcel No. 118, Tax Map No. 26



AN ORDINANCE BY THE CITY OF MORGANTOWN REPEALING ARTICLE 721 OF THE CITY OF MORGANTOWN BUSINESS AND TAXATION CODE, AS THE SAME APPLIES TO WELL DRILLING.

The City of Morgantown hereby ordains that Article 721 of its Business and Taxation Code is repealed in its entirety.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

_____
MAYOR

ADOPTED:

FILED:

_____
CITY CLERK

RECORDED: