



Office of the City Clerk

The City of Morgantown

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

**AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
DECEMBER 3, 2013
7:00 p.m.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **APPROVAL OF MINUTES:** Regular Meeting – November 19, 2013
Special Meeting – November 19, 2013
5. **CORRESPONDENCE**
6. **PUBLIC HEARING:**
 - A. **PUBLIC HEARING on AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE CITY CODE.**
7. **UNFINISHED BUSINESS:**
 - A. Consideration of **APPROVAL of SECOND READING (ADOPTION) of AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE CITY CODE.**
 - B. **BOARDS AND COMMISSIONS**
8. **PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION**
9. **SPECIAL COMMITTEE REPORTS**

10. **NEW BUSINESS:**

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

- B. Consideration of **APPROVAL** of **FIRST READING** of **AN ORDINANCE AMENDING THE FY 2013-2014 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.**

- C. Consideration of **APPROVAL** of **FIRST READING** of **AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTION 905.02 OF ITS STREETS, UTILITIES AND PUBLIC SERVICES CODE BY ADDRESSING THE SALE OF PRODUCE, FOOD, GOODS, WARES AND OTHER MERCHANDISE UPON SIDEWALKS OF THE CITY**

- D. Consideration of **APPROVAL** of **FIRST READING** of **AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTION 361.09 OF ITS TRAFFIC CODE, AS THE SAME APPLIES TO PUBLIC PARKING SPACES AND THE SALE OF PRODUCE, FOOD, GOODS, WARES OR OTHER MERCHANDISE IN THE DOWNTOWN BUSINESS DISTRICT OF THE CITY.**

- E. Consideration of **APPROVAL** of **FIRST READING** of **AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING IT, AS LESSOR, TO LEASE SPACE AT THE FORMER WOODBURN SCHOOL, NOW OWNED BY THE CITY, TO "GIRLS ON THE RUN", LESSEE.**

- F. Consideration of **APPROVAL** of **A RESOLUTION TO ADMINISTER A GRANT FROM THE WEST VIRGINIA DIVISION OF CULTURAL HISTORY, FUNDS FOR USE FOR THE PRESERVATION ALLIANCE OF WEST VIRGINIA.**

11. **CITY MANAGER'S REPORT:**

NEW BUSINESS:

1. **Capital Escrow Revision #4**
2. **Fire Department Residency Requirement Request for Modification**

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 (304) 284-7439

SPECIAL MEETING NOVEMBER 19, 2013:

The special meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, November 19, 2013 at 6:00 p.m.

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

The meeting was called to order by Mayor Selin.

INTERVIEWS TO ESTABLISH THE WOODBURN REDEVELOPMENT COMMISSION:

Council Members interviewed four applicants to serve as members of the inaugural term of the newly formed Woodburn School Redevelopment Commission. Mary Angel Blount, Christine Byrne- Hoffman, Mark Furfari and Kerry Lilly were interviewed for positions available on seven vacancies. Questions were then posed to each candidate present.

EXECUTIVE SESSION: Following the interviews, council declined to move into executive session.

ADJOURNMENT:

There being no further business, Council adjourned the special meeting at 6:50 pm.

City Clerk

Mayor

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

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

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

APPROVAL OF MINUTES: By acclamation, the minutes of the November 5, 2013 Regular Meeting were approved as presented.

CORRESPONDENCE: Councilor Shamberger presented letters of thanks from Eastwood Elementary School students for the City's participation as the school's partner in education. Mayor Selin presented a letter from Bob Jones, a first ward traffic commission member, who expressed concern for traffic and pedestrian safety in the High Street area. Mayor Selin then offered a Proclamation in honor of Small Business Saturday.

BOARDS AND COMMISSIONS: By acclamation of Council, Martin Dombrowski was appointed as the seventh ward representative to the Traffic Commission.

PUBLIC PORTION:

James Giuliani, 265 Prairie Avenue, presented Council with a handout and reminded them that he had previously suggested Council hold a special meeting to discuss downtown development issues. He offered to give a presentation on the issue as well. Mr. Giuliani stated that his handout was a copy of City Code section 1385.02 which deals with site plan applications. He pointed out that the City Code states the "Downtown Design Review Committee" shall review all proposed plans for the B-4 district prior to any action by the BZA. He asked that the Council look into this and other discrepancies, as he feels this procedure was not followed with regard to the variances granted to CVS. He also asked whether there is a conflict of interest present if a member of the BZA is also the president of Main Street Morgantown and stated he wishes the City to follow up with him on these concerns.

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

SPECIAL COMMITTEE REPORTS: No Reports.

NEW BUSINESS:

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE CITY CODE: The below entitled Ordinance was presented for first reading:

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE CITY CODE.

Motion by Bane, second by Nugent to pass the above entitled Ordinance to second reading. Motion carried 7-0.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS TO RECEIVE AND ADMINISTER GRANT FUNDS FROM THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM: The above entitled Resolution was presented for approval.

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE WV DIVISION OF MOTOR VEHICLES TO APPLY, RECEIVE AND ADMINISTER GRANT FUNDS FROM THE GOVERNOR'S HIGHWAY SAFETY PROGRAM: The above entitled Resolution was presented for approval.

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

A RESOLUTION TO APPLY FOR AND ADMINISTER A COMMUNITY PARTICIPATION PROGRAM GRANT, FUNDS FOR USE BY THE WEST VIRGINIA PUBLIC THEATRE: The above entitled Resolution was presented for approval.

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

CITY MANAGERS REPORT:

NEW BUSINESS:

1. 2014 Group Health Plan Renewal Rates

After explanation from the City Manager, motion by Ganz, second by Bane to approve the renewal of the Group Health Plan as described. Motion carried 7-0.

INFORMATION:

1. Airport Update

Mr. Mikorski informed Council of the Airport Access Road progress and then allowed further explanation about enplanements from Mr. Kelly.

REPORT FROM CITY CLERK: No Report.

REPORT FROM CITY ATTORNEY: Mr. Fanok encouraged any Council members who have concerns over public comments regarding the design review committee or zoning laws to contact the City Manager for clarification.

REPORT FROM COUNCIL MEMBERS: (Roll Reversal)

Councilor Ganz:

Councilor Ganz announced the BOPARC candy cane hunt and the Suncrest neighborhood association meeting with the Board of Education. She thanked the Evansdale planners for including citizens in their planning process. She thanked the owners of the shopping plaza on 705 for sponsoring a traffic signal in front of Kegler's. She noted the Fire Marshall's report and asked that a cost analysis be provided detailing the impact of these

incidences. Councilor Ganz then reminded of collections for Operation Christmas Child.

Councilor Fike:

Councilor Fike announced the BOPARC evening at the North Pole event. He noted his attendance at a recent County Government workshop and a Veteran's Day event. He also spoke of the Partners in Education Breakfast at Eastwood Elementary.

Councilor Shamberger:

Councilor Shamberger also mentioned the breakfast at Eastwood. She congratulated the Mon General Hospital auxiliary and thanked City employees and volunteers. She also thanked Mya Holmes for allowing her to speak at her Public Administration class.

Councilor Nugent:

Councilor Nugent announced the Wiles Hill-Highland Park neighborhood association meeting and the Black Lung exhibit at the Morgantown History Museum. He encouraged participation in Small Business Saturday, on the day after Black Friday. He stated that he appreciated the discussions of the Comprehensive Plan at the recent Traffic and Planning commission meetings. He noted that there is still confusion among the public about the Plan and what it entails. Lastly, Councilor Nugent discussed his views about the bridge renaming vote at the last Council Meeting. In accordance with Article 121.20 of the City Code, he read and presented for the record a statement of protest with regard to Council's action in renaming the South High Street bridge. The statement is hereto attached for the record.

Councilor Kawecki

Councilor Kawecki also discussed dumpster fires and the cost incurred by the City in dealing with these incidences. He then read a statement about the Housing Authority's concerns about building permits. He asked that a solution to address these concerns be sought. Councilor Kawecki asked that the City write a letter to the University about the issue. He then announced a Rivertown Project meeting, and the annual Christmas parade.

Councilor Bane:

Councilor Bane announced upcoming performances of the Nutcracker. He then inquired to the Manager whether an informative seminar/forum can be provided by the City to clarify matters of downtown projects within the scope of the Comprehensive Plan. Mr. Mikorski replied that the seminar may take place in January. Councilor Nugent then interjected, asking for consensus of Council to have such a seminar, there were no objections to the request.

Mr. Mikorski then asked for consensus on Councilor Kawecki's request for the letter to the University as noted above. There was then discussion on the issue. After the discussion, there were no objections.

Councilor Bane continued, noting his recent first ward neighborhood meeting and discussed possible traffic calming in the South High Street area.

Discussion then erupted again with regard to Councilor Kawecki's letter request and the legitimacy of the Rental Housing Advisory Committee. It was suggested to take up the issue at the next Committee of the Whole. Councilor Ganz then interjected concerns about the Boards and Commission system as a whole. Council then consented to discuss the request for the University letter as outlined above at the next Committee of the Whole.

Mayor Selin:

Mayor Selin announced the Business After Hours event at the Seneca Center. She enjoyed the observance of Veteran's Day at the Courthouse and an auction event at Arts Mon. She then asked that procedure and rules for Committee of the Whole meetings be added to the next Committee of the Whole agenda. Council agreed by acclamation. She then announced that Mon County Day is being held at the Legislature soon, and City Officials are invited to participate.

ADJOURNMENT: There being no further items of business or discussion, the meeting adjourned by unanimous consent at 8:06 p.m.

City Clerk

Mayor

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

Date: November 19, 2013
To: City Clerk, Linda Little
Re: Recordation of Member Protest per City Code Article 121.20

I disagree with Council's resolution to rename the South High Street Bridge.

Council should've first developed procedures and criteria for considering naming requests.

As a result of a lack of policy, the potential perception that naming requests may not be handled uniformly and fairly seems injurious to the public interest.



Office of the City Manager

The City of Morgantown

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

City Manager's Report for City Council December 3, 2013

New Business:

1. Capital Escrow Revision #4

Due to the speed with which project are being constructed, we have the opportunity to project that the City will receive an additional one million one hundred thousand dollars in B&O Construction Tax by the end of the 2014 fiscal year. That allows us to program the \$1,100,000 dollars for inclusion into the capital escrow fund for projects that have been delayed in the past. Projects are listed on the attached memo from Finance Director J.R. Sabatelli. I recommend Council approve the revisions to the Capital Escrow Fund as identified.

2. Fire Department Residency Requirement Request for Modification

As seen in the attached letter, a request for extending the air mile radius that a firefighter can live from the Main Fire Station has been approved by the Fire Civil Service Commission. They recommend City Council doubling the air mile radius from 15 miles to 30 miles. This residency requirement was created to assure that fire personnel were available at all times and for a reasonable response when needed. With the increase to 30 air miles, Fire Department personnel would be allowed to live south of Clarksburg and north of Uniontown, PA (see map attachments). This distance would be longer than other West Virginia cities that have residency requirements identified in the attached comparison table. I recommend City Council maintain the 15 air mile radius and reject the doubling to 30 air miles.

Jeff Mikorski ICMA-CM,
Morgantown City Manager

City of Morgantown

Finance Department

389 Spruce Street

Morgantown, WV 26505

Phone 304-284-7407/Fax 304-284-7418

jsabatelli@cityofmorgantown.org

MEMO

DATE: November 26, 2013

TO: Jeff Mikorski, ICMA-CM
City Manager

FROM: JR Sabatelli, CPA
Finance Director 

RE: Capital Escrow Budget Revision #4

As per our discussions, the items below represent the budget revision for the Capital Escrow Fund. The increase in revenues represent the increase in contribution from the General Fund as described in its Budget Revision #2. The adjustments to expenditures reflect the allocation of the increased contribution. The allocation is as follows: reinstatement of the paving program, reallocation due to the completion of the comprehensive plan, purchase radios for Code Enforcement, processing of venison from the urban deer hunt to be donated to local food banks, reflect the full amount due to MUB for the Botanic Garden Dam Breach, Fire Station roof repairs to estimated costs, a new salt building, contributions to the financial stabilization fund, additional police cruisers, partial City Hall roof repairs and engineering design work, upgrade of the Finance Computer System, support for the MLK day event at the Met, additional funding to the Housing Assistance Program, a transportation study near Evansdale, funding towards the downtown plan and the balance netting to contingencies.

Budget Line	Current Unencumbered Balance	Current Budget	Proposed Revised Budget	Net Change
Revenues:				
General Fund Contribution		500,000	1,600,000	1,100,000
Expenses:				
Paving 2014	-	-	275,000	275,000
Comprehensive Plan	10,116	10,191	75	(10,116)
Code Enforcement Equipment	-	-	13,000	13,000
Deer Management Program	1,072	3,172	5,000	1,828
Botanic Gardens Dam Breach (MUB)	50,000	50,000	60,000	10,000
Fire Dept Bldg Repairs	60,000	60,000	120,000	60,000
Police Cruisers	(61)	200,000	260,000	60,000
Salt Building	-	-	150,000	150,000
Financial Stabilization Fund	-	-	125,000	125,000
City Hall Renovations (Roof)	-	-	125,000	125,000
Finance Computer System Upgrade	-	-	200,000	200,000
MLK Day	-	-	2,000	2,000
Housing Assistance Program	10,000	10,000	30,000	20,000
Transportation Study	-	-	20,000	20,000
Implementation of Downtown Plan	-	-	15,000	15,000
Contingencies	-	100,573	133,861	33,288
				<u>1,100,000</u>
Net Revision				-



Civil Service Commission

The City of Morgantown

389 Spruce Street, Room 10
Morgantown, West Virginia 26505
(304) 284-7439

November 22, 2013

Mr. Mikorski
City Manager
Morgantown, WV

Dear Mr. Mikorski,

On November 20, 2013 the Morgantown Fire Civil Service Commission, by a 2-1 voted to approve the attached proposed amendment to the Residency Requirements. This requirement, found on page 23 of the Rules and Regulations of the Fire Civil Service Commission, expands the residency requirements for members of the Fire Department from 15 to 30 air-miles.

Attached for Council's consideration, are research documents of other Cities in West Virginia and their civil service requirements for residency.

The Commission requests that you present this amendment for approval by City Council.

Shane Mardis
Fire Civil Service Commission President

Cc: Chief Caravasos
Glen Kelly
Dan Hursh
Michael Jacks
File
Attachments

RESIDENCY REQUIREMENTS FOR APPOINTEES TO THE
MORGANTOWN FIRE DEPARTMENT

To assure that an adequate number of personnel are available at all times and that off-duty firefighters will be available for call-back with a reasonable response time in emergency situations, the City finds it necessary to require that its firefighters reside no further than a specified distance from their work place.

Consequently, the following residency requirements shall apply:

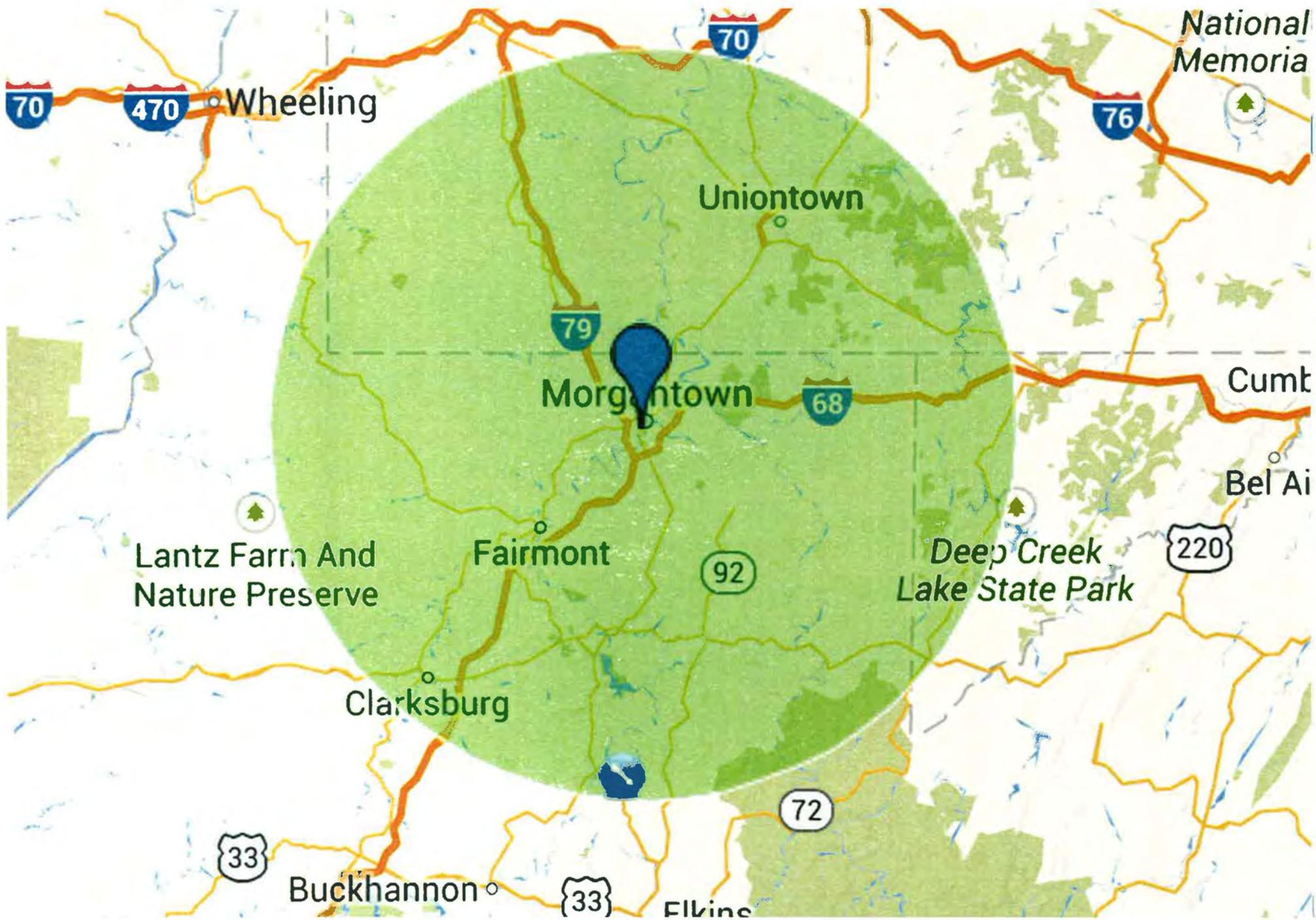
Any firefighter employed by the City of Morgantown with an appointment date after February 7, 1984, shall establish and maintain his permanent physical residence within a ~~15 (15)~~ 30 (30) air mile radius of the main station of the Morgantown Fire Department, 228 South High Street, Morgantown, West Virginia, and shall continue to maintain his permanent physical residence within the residency area for the entire period of his/her active employment with the Morgantown Fire Department. The area within which residency is required shall be determined by using a global positioning device or GPS unit.

Any firefighter who does not reside within this area at the time of his/her hiring date shall establish his/her physical residence within the specified area within a sixty day period subsequent to satisfying their probationary time. In no case shall this time frame be extended for any reason. Violation of this rule will be cause for immediate dismissal. Providing misleading documentation, or in any way attempting to circumvent the intent of this provision will also be cause for immediate dismissal, regardless of years of service.

Any and all disputes involving the enforcement of this rule shall be decided by the Commission.

Civil Service Residency and Testing Requirements Comparison

Municipality	Residency Requirement	Test Frequency	Test Company	Notes:
Morgantown	Police: 15 air miles Fire: 30 air miles	As needed	Police: IMPA Fire: FPSI	Police: ELT 1 year / Promo as needed Fire: ELT 3 years / Promo as needed
Buckhannon	10 linear miles	As needed	IPMA (both)	Linear miles defined by Ordinance
Beckley	Raleigh County	As needed	IPMA	Refresh promo list every 2 years New Hire list every 3 years
Bridgeport	none		Local HS teacher prepares and administers a custom exam for promo. and entry level	
Charleston	none	As needed	MEAS	Refresh eligibility lists at least every 3 years if no other movement
Clarksburg	Fire: 10 air miles Police: Harrison County	As needed	Local HS teacher prepares and administers a custom exam for promo. and entry level	Refresh eligibility lists at least every 3 years if no other movement
Elkins	none	As needed	Police: WV State Div. of Personnel, Deputy Sheriff Test Fire: currently searching for new provider	Refresh eligibility lists at least every 3 years if no other movement
Fairmont	15 air miles	As needed	IPMA (both) CPS (Fire Chief only)	Refresh eligibility lists at least every 3 years if no other movement
Huntington	none	As needed	Mistras Group, Inc.	Refresh promo list every 2 years New Hire list every 3 years Eligibility on hold during testing 90-120 days per civil service rules
Martinsburg	Police: 25 air miles Fire: 20 air miles	As needed	Police: IPMA Fire: Fire Service Testing Co.	Police ELT: 1 yr. to 18mo's Fire ELT: 3 years
Wheeling	apx 13 air miles, includes portions of other counties but does not extend into Ohio or Pennsylvania	As needed	Fire: FPSI Fire/Police: CPS Police: IACP	Refresh eligibility lists at least every 3 years if no other movement
Parkersburg	28.4 mile radius			





Greensburg

Flight 93
National
Memorial

Wheeling

Uniontown

Ryerson Station
State Park

Morgantown

Cumberla

Lantz Farm And
Nature Preserve

Fairmont

Bel Air

Clarksburg

Aug

BOARDS AND COMMISSIONS - TERMS EXPIRED AND CURRENT VACANCIES

BOARD OF ZONING APPEALS:

Thomas Shamberger does not wish to continue to serve on this board. Deadline for applicants is December 6, 2013. Will interview candidates Residents appointed by City Council-5members.

SISTER CITIES COMMISSION:

Peggy Myers-Smith has resigned from this commission. Attached is a bio for Claudia Gulley and she is being recommended by the commission to serve out this term. Council can vote on this position at the December 3, 2013 Regular Meeting.

TRAFFIC COMMISSION:

The 5th ward member has resigned. Councilor Shamberger is looking for a replacement. Residents appointed by Council, must represent specific categories.

URBAN LANDSCAPE COMMISSION:

Judy Kierig resigned this is a Second Ward representative, our Second Ward Councilor (Bill Kawecki) is searching to find a replacement. Attached is bio. for Adrian Olmstead Councilor Kawecki's candidate for the Second Ward vacancy. Residents appointed by Council, must represent specific categories.

WOODBURN SCHOOL REDEVELOPMENT COMMISSION:

7 members shall be appointed by Council. Deadline for applicants was November 7, 2013. Council will interview candidates at two separate Special Meetings.

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

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

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

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

Boards and Commission interview structure will be reviewed at a Committee of the Whole.11/22/13

Morgantown

Request ID: 28205

Request Form: Volunteer for City Boards and Commissions
Received: Thursday, August 22, 2013
Status: Completed
Priority: Normal
Assigned To: Bethany Sypolt

Contact Details

From: Claudia Gulley *New applicant*
Email: claudiagulley@gmail.com
Telephone: 3043765797
Address1: 280 Sunset Beach Rd
Address2:
City: Morgantown **State:** WV **Zip Code:** 26508
Pref. Method of Response: E-Mail

Questions and Answers

Are you a Morgantown resident?:
No

In which City Ward do you live?:

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

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

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

What is your job description?:

Do you have any professional certifications or licenses?:
LPC, NCC

Do you have any pertinent special interests?:
International Relations, Education

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

What is your work telephone number?:

Staff Activities

The status of the request was changed from Active to Completed. on 8/23/2013 at 8:52 AM

Public Activities

Request was successfully submitted. by EXEC EXEC on 8/22/2013 at 4:56 PM
Thank you for your interest in serving the City of Morgantown. We have received your application and will review the information you provided. The City Clerk will notify you if there are vacancies on the boards or commissions in which you have specified interest, pending verification of your eligibility and any given residency requirements. Should you have further questions please feel free to contact our office at 304-284-7439. by Bethany Sypolt on 8/23/2013 at 8:52 AM
An email was sent to claudiagulley@gmail.com. by Bethany Sypolt on 8/23/2013 at 8:52 AM

Morgantown

Request ID: 28504

Request Form: Volunteer for City Boards and Commissions
Received: Tuesday, November 05, 2013
Status: Completed
Priority: Normal
Assigned To: Bethany Sypolt

Contact Details

From: Adrian Olmstead
Email: adrianolmstead8@gmail.com
Telephone: 304.594.2952
Address1: 442 Park St.
Address2:
City: Morgantown **State:** WV **Zip Code:** 26501
Pref. Method of Response: E-Mail

Questions and Answers

Are you a Morgantown resident?:
Yes

In which City Ward do you live?:

~~1st~~ 2nd Ward

Who is your employer? (If retired, answer "retired"):
Acree and Sons, LLC

If Yes, how many years have you lived in the City of Morgantown?:
30

What type of business are, or were, you employed in?:
Geneologist for oil & gas company

Do you have any professional certifications or licenses?:
Realtor
TEOFL (Teacher of English as a Foreign Language)

Do you have any pertinent special interests?:
Beautification of Morgantown
Gardening
Interior Design
Healthful Living

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

Staff Activities

The status of the request was changed from Active to Completed. on 11/8/2013 at 11:57 AM

Public Activities

Request was successfully submitted. by EXEC EXEC on 11/5/2013 at 2:02 PM

Thank you for your interest in serving the City of Morgantown. We have received your application and will review the information you provided. The City Clerk will notify you if there are vacancies on the boards or commissions in which you have specified interest, pending verification of your eligibility and any given residency requirements. Should you have further questions please feel free to contact our office at 304-284-7439. by Bethany Sypolt on 11/8/2013 at 11:56 AM

An email was sent to adrianolmstead8@gmail.com. by Bethany Sypolt on 11/8/2013 at 11:57 AM

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE CITY CODE.

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the City Code.

WHEREAS, certain provisions in the Traffic and General Offenses Codes should be revised to comply with current State law;

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before Council;

NOW, THEREFORE, THE CITY OF MORGANTOWN HEREBY ORDAINS:

Section 1. That the ordinances of the City of Morgantown, West Virginia, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, chapters, articles and sections within the ~~2012~~ 2013 Replacement Pages to the City Code are hereby approved and adopted.

Traffic Code

345.28 Video Screens and Monitors, Television Receivers in View of Driver Prohibited. (Amended)

General Offenses Code

521.01 Liquor Control Definitions. (Amended)
545.03 Exceptions to Carrying Concealed Deadly Weapons. (Amended)
545.04 Persons Prohibited from Possession of Firearms. (Amended)

Section 2. That this Ordinance shall be effective from the date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

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

WHEREAS, Section 149.10 of the Morgantown City Code states that the Morgantown Board of Park and Recreation Commissioners (hereinafter "BOPARC") is empowered to promulgate rules and regulations in its administration of BOPARC affairs;

WHEREAS, Section 149.10 further states, in part, that upon codification of such rules and regulations, by ordinance of Council which may provide for penalties thereof, the BOPARC Board shall enforce the same by appropriate proceedings in any proper tribunal of this State.

WHEREAS, Article 941 of the Morgantown City Code contains rules and regulations adopted by BOPARC and codified by Council ordinance, which pertain to properties and facilities controlled by or under the jurisdiction of the BOPARC Board;

WHEREAS, on September 26, 2013, the BOPARC Board voted to adopt rules and regulations prohibiting the use of tobacco products and electronic cigarettes on properties or in facilities controlled by BOPARC;

WHEREAS, the BOPARC Board has requested that Morgantown City Council amend Article 941 of the City Code to incorporate the new BOPARC Rule; and

NOW THEREFORE, the City of Morgantown hereby ordains that a new Section 941.08 is added to its Municipal Code which reads as follows (new matter underlined, deleted matter struck through.):

941.08 Use of Tobacco Products and Electronic Cigarettes.

It shall be unlawful for any person to use tobacco in any form, or to use an electronic cigarette, in or on any property controlled by or under jurisdiction of the Morgantown Board of Park and Recreation Commissioners (BOPARC). For purposes of this section, property controlled by or under the jurisdiction of the Morgantown Board of Park and Recreation Commissioners is: White Park, Marilla Park, Krepps Park, Dorsey's Knob Park, Wiles Hill Park, Hazel Ruby McQuain Park, King Street Park, Suncrest Lake Park, Paul Preserve Park, Aspen Street Park, Jack Roberts Park, Woodburn Park, Whitmore Park, MEA Fishing Pier, Stanley's Spot Dog Park, South U Park.

Whoever violates this section shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a fine of not more than one hundred dollars (\$100.00).

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

City of Morgantown

Finance Department

389 Spruce Street

Morgantown, WV 26505

Phone (304) 284-7407/Fax 7418

jsabatelli@cityofmorgantown.org

MEMO

DATE: November 27, 2013

TO: Jeff Mikorski, ICMA-CM, City Manager

FROM: J.R. Sabatelli, CPA, Finance Director 

RE: General Fund Budget Revision 2

Included herewith you will find the proposed ordinance and "Request for Revision to Approved Budget" for the FY2014 General Fund Budget. An explanation of the proposed changes follows:

The adjustments to revenue reflect an increase from the projected and approved carryover from the previous fiscal year (FY13) to the current carryover based on actual figures, coupled with projected increases to IRP Fees and B&O taxes and projected decreases to fines & forfeitures, telephone excise taxes and charges for credit card services. IRP Fees are based on road mileage in the City and due to updates from at the state, these fees are expected to increase. B&O taxes are expected to increase mainly due to additional onetime revenues from major projects. The decreases to fines & forfeitures and telephone excise taxes are based on receipts through the first 5 months of the year and the charges for credit card services is being delayed while other avenues are being explored to cut down on these fees.

The adjustments to expenditures include the increase in health insurance as presented during the recent renewal process as well as adjustments in the Police and Fire departments due to retirements and overtime. The wage adjustment in the City Manager department reflects the transfer of videographers from contracted services to contracted employees for the remainder of the fiscal year. Additional funding is included for the police department for firearm supplies and vehicle maintenance due to an aging fleet, and uniform costs in the street department. The contribution to the Capital Escrow Fund has been increased due to the expected increase in the onetime B&O revenues. A slightly more detailed breakdown of individual lines affected in each department is included as supplementary information.

AN ORDINANCE AMENDING THE FY 2013-2014 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

The City of Morgantown hereby ordains:

That the FY 2013-2014 Annual Budget of the General Fund of the City of Morgantown is amended as shown in the revised budget (Revision 02) attached hereto and made a part of this ordinance.

First Reading:

Adopted:

Mayor

Filed:

Recorded:

City Clerk

Ora Ash, Director
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26301
 Phone: 627-2415 ext. 5114
 Fax: 627-2417

Person To Contact Regarding
 Budget Revision: **J.R. Sabatelli**
 Phone: **304-284-7407**
 Fax: **304-284-7418**

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

City of Morgantown
 GOVERNMENT ENTITY
 389 Spruce Street
 STREET OR PO BOX
 Morgantown 26505
 CITY ZIP CODE

CONTROL NUMBER
2013-2014
 FY
General Fund
 FUND
2
 REV. NO.
1 of 3
 PG. OF NO.
 Municipality
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	200,000	320,000		520,000
305	Business and Occupation Tax	12,100,000	1,100,000		13,200,000
301-02-05	Prior Year Taxes	172,000	53,000		225,000
320	Fines, Fees & Court Costs	620,000		90,000	530,000
304	Excise Tax on Utilities	1,005,000		23,000	982,000
330	IRP Fees (Interstate Registration Plan)	11,000	25,000		36,000
NET INCREASE/(DECREASE) Revenues (ALL PAGES)			1,364,000		

Explanation for Account # 378, Municipal Specific:
Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
412	City Manager's Office	514,457	3,878		518,335
414	Finance Office	764,019	4,836		768,855
415	City Clerk	160,386	605		160,991
416	Police Judge's Office	228,986	1,814		230,800
417	City Attorney	289,272	1,512		290,784
420	Engineering	464,345	3,023		467,368
422	Personnel Office	47,013	303		47,316
436	Building Inspection	931,954	8,161		940,115
437	Planning & Zoning	213,706	1,814		215,520
439	Data Processing	191,148	605		191,753
440	City Hall	529,084	2,418		531,502
NET INCREASE/(DECREASE) Expenditures			1,364,000		

APPROVED BY THE STATE AUDITOR
 BY: _____ Date _____
 Director, Local Government Services Division

AUTHORIZED SIGNATURE
 OF ENTITY

APPROVAL
 DATE

City of Morgantown
 General Fund
 Budget Revision #2
 Fiscal Year 2014

Wage related adjustments:

Department 412

City Manager:	Current	New	Revision
Wages	320,073.00	321,423.00	1,350.00
Social Security	19,876.00	19,960.00	84.00
Medicare	4,648.00	4,668.00	20.00
Health & Life Ins.	61,260.00	63,678.00	2,418.00
WC	1,344.00	1,350.00	6.00
			<u>3,878.00</u>

Department 414

Finance:	Current	New	Revision
Health & Life Ins.	122,520.00	127,356.00	4,836.00
	-	-	<u>-</u>
			4,836.00

Department 415

City Clerk:	Current	New	Revision
Health & Life Ins.	15,315.00	15,920.00	605.00
	-	-	<u>-</u>
			605.00

Department 416

Municipal Court:	Current	New	Revision
Health & Life Ins.	45,945.00	47,759.00	1,814.00
	-	-	<u>-</u>
			1,814.00

Department 417

City Attorney:	Current	New	Revision
Health & Life Ins.	38,288.00	39,800.00	1,512.00
	-	-	<u>-</u>
			1,512.00

Department 420

Engineering:	Current	New	Revision
Health & Life Ins.	76,575.00	79,598.00	3,023.00
	-	-	<u>-</u>
			3,023.00

Department 422

Personnel:	Current	New	Revision
Health & Life Ins.	7,657.00	7,960.00	303.00
	-	-	<u>-</u>
			303.00

Department 436			
Code Enforcement:	Current	New	Revision
Health & Life Ins.	206,753.00	214,914.00	8,161.00
			<u>8,161.00</u>

Department 437			
Planning:	Current	New	Revision
Health & Life Ins.	45,945.00	47,759.00	1,814.00
			<u>1,814.00</u>

Department 439			
Info. Technology:	Current	New	Revision
Health & Life Ins.	15,315.00	15,920.00	605.00
			<u>605.00</u>

Department 440			
City Hall:	Current	New	Revision
Health & Life Ins.	61,260.00	63,678.00	2,418.00
			<u>2,418.00</u>

Department 700			
Police:	Current	New	Revision
Wages	3,456,823.00	3,472,012.00	15,189.00
Medicare	56,352.00	56,573.00	221.00
Health & Life Ins.	1,179,255.00	1,225,802.00	46,547.00
WC	136,346.00	136,881.00	535.00
			<u>62,492.00</u>

Department 706			
Fire:	Current	New	Revision
Wages	2,340,278.00	2,347,908.00	7,630.00
Overtime	110,000.00	160,000.00	50,000.00
Social Security	3,288.00	3,762.00	474.00
Medicare	35,529.00	36,365.00	836.00
Retire	6,263.00	7,280.00	1,017.00
Health & Life Ins.	742,777.00	772,096.00	29,319.00
WC	116,683.00	118,973.00	2,290.00
			<u>91,566.00</u>

Department 750			
Streets:	Current	New	Revision
Health & Life Ins.	428,820.00	445,746.00	16,926.00
	-	-	-
			<u>16,926.00</u>

Department 752			
Signs and Signals:	Current	New	Revision
Health & Life Ins.	61,260.00	63,678.00	2,418.00
	-	-	-
			<u>2,418.00</u>

Department 754			
Equipment Maintenance:	Current	New	Revision
Health & Life Ins.	107,205.00	111,437.00	4,232.00
	-	-	-
			<u>4,232.00</u>

Department 952			
Urban Landscape:	Current	New	Revision
Health & Life Ins.	15,315.00	15,920.00	605.00
	-	-	-
			<u>605.00</u>

Total wage related items			207,208.00
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Non-wage items requiring adjustment:

	Current	New	Revision
Dept 700 Police Department			
Vehicle Maintenance	40,000.00	70,000.00	30,000.00
Firearm Supplies	14,000.00	17,000.00	3,000.00
Dept 750 Street Department			
Uniform Costs	18,000.00	24,000.00	6,000.00
Dept 70 Operating Transfers			
Contrib to Capital Escrow	500,000.00	1,600,000.00	1,100,000.00
Total nonwage	572,000.00	1,711,000.00	1,139,000.00
Total Increase overall			1,346,208.00

Totals by Department

Dept 412 City Manager	3,878.00
Dept 414 Finance	4,836.00
Dept 415 City Clerk	605.00
Dept 416 Municipal Court	1,814.00
Dept 417 City Attorney	1,512.00
Dept 420 Engineering	3,023.00
Dept 422 Personnel	303.00
Dept 436 Code Enforcment	8,161.00
Dept 437 Planning	1,814.00
Dept 439 Information Technology	605.00
Dept 440 City Hall	2,418.00
Dept 700 Police	95,492.00
Dept 706 Fire	91,566.00
Dept 750 Street	22,926.00
Dept 752 Signs and Signals	2,418.00
Dept 754 Equipment Maintenance	4,232.00
Dept 952 Urban Landscape	605.00
Dept 70 Operating Transfers	1,100,000.00
Contingencies	17,792.00
	<u>1,364,000.00</u>

Revenue Adjustment

	Current	New	Revision
Telephone Utility Tax	216,000.00	193,000.00	(23,000.00)
B&O Taxes - Construction	1,400,000.00	2,400,000.00	1,000,000.00
Fines & Forfeitures	620,000.00	530,000.00	(90,000.00)
Credit Card Service Fee	21,000.00	-	(21,000.00)
B&O Taxes	10,700,000.00	10,800,000.00	100,000.00
Prior Year Taxes	172,000.00	225,000.00	53,000.00
IRP Truck Fees	11,000.00	36,000.00	25,000.00
Prior Year Carryover	200,000.00	520,000.00	320,000.00
	<u>13,340,000.00</u>	<u>14,704,000.00</u>	<u>1,364,000.00</u>

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

The City of Morgantown hereby ordains that subsection 905.02 of its Streets, Utilities, and Public Services Code is amended as follows (new matter underlined, deleted matter struck through):

- 905.02 (d) No person shall be allowed to display or sell any produce, food, goods, wares or other merchandise between the hours of 11:00 p.m. and 6:00 a.m. on any public sidewalk within the Downtown Business District of the City, as shown on the map contained herein, without allowing a minimum of four feet of width of accessible sidewalk for pedestrian movement. Additional rules and restrictions between 11:00 pm and 6:00 am will be promulgated by the City Manager. Violators of this subsection shall be subject to a fine of five hundred dollars (\$500.00). ~~Persons regulated by this code section shall be allowed to apply for the assignment of a vendor parking space pursuant to Section 361.09 of the Morgantown Traffic Code.~~



This Ordinance shall be effective March 1, 2013.

FIRST READING:

_____ MAYOR

ADOPTED:

FILED:

_____ CITY CLERK

RECORDED:

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

The City of Morgantown hereby ordains that Section 361.09 of its Traffic Code is amended as follows (new matter underlined, deleted matter struck through):

361.09 PARKING TO DISPLAY OR SELL PRODUCE, FOOD, GOODS, WARES OR OTHER MERCHANDISE.

No vehicle, wagon, cart, or other similar device used for the transportation and/or sale of produce, food, goods, wares or other merchandise, shall be parked in the business or congested district Downtown Business District of the City, as shown on the map contained herein, for the purpose of displaying or selling therefrom any produce, food, goods, wares or other merchandise of any kind, except between the hours of 11:00 p.m. and 6:00 a.m., and only within the parking space assigned to such vendor by the City Manager, or his/her designee, which may include the Morgantown Parking Authority; or as a part of an authorized special event permit. The City Manager, or his/her designee, shall promulgate rules governing the assignment of parking spaces regulated by this Section, to vendors. Individual vendors shall be required to remove all litter or garbage within the public right-of-way and resulting from the vendor's sales, for a distance of fifty (50) feet of their assigned parking space. The vendor shall remove all such litter or garbage from the public right-of-way before removing its vehicle, wagon, cart, or other similar device used for the transportation and sale of produce, food, goods, wares or other merchandise from the assigned vendor parking space. Violators of this section shall be subject to a fine of five hundred dollars (\$500.00).



This Ordinance shall become effective on March 1, 2013.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

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

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.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

CONTRACT OF LEASE

THIS CONTRACT OF LEASE ("Lease"), made this 17th Day of December, 2013, by and between City of Morgantown, a municipal corporation, hereinafter referred to as "Lessor," and Girls on the Run of North Central West Virginia., a West Virginia Non-Profit Organization, hereinafter also referred to as "Lessee."

In consideration of the full and complete performance of the covenants, terms, and provisions contained herein, The Lessor and Lessee agree to the following:

1. BASIC LEASE PROVISIONS

The Basic Lease Provisions have been presented as follows for the purpose of restating certain terms of the Lease in a summary format. Their being so presented is not in derogation of the importance of any other provisions of this Lease, and shall not imply that such Basic Lease Provisions are to be construed in any other manner than in the context of all of the other terms and conditions of this Lease, taken as a whole.

- a. Premises: Address: 918 Fortney Street, Morgantown, WV
 Size: 345 square feet
 Defined Area: Basement office room 56 and 56A

- b. Rent: Annual Cost per Square Foot: \$2.00
 Cost per Month: \$57.50
 Cost per Year: \$690.00

- c. Initial Term of Lease: Beginning on December 18, 2013, and ending on June 30, 2015.

- d. Renewal Option: Automatic Annual Renewals for the months of July through June unless canceled by either party, with provision of four months' notice prior to June 30th. Rent for each annual renewal period to be adjusted by CPI.

- e. Right of First Refusal for Additional Space: NONE

- f. Lessee: Girls on the Run of North Central West Virginia

2. PREMISES; COMMON AREAS

The Lessor hereby leases to the Lessee, and Lessee hereby leases from Lessor, the leased premises described in Sections 1a above and as further described as follows ("Premises"):

Portions of a 9,108 square foot former elementary school, being the basement floor rooms containing approximately 345 square feet, located at 918 Fortney Street, Morgantown, Monongalia County, West Virginia, as illustrated in Exhibit A. The leased premise shall also include the "shared use" of the basement lunchroom.

In addition, the Lessee, its employees, representatives, agents, customers, guests and invitees shall have the right to use all driveways, parking areas, sidewalks, lobbies, elevators, hallways, restrooms, and other common facilities and areas (collectively, "Common Areas"), if any, in or about the building containing said Premises, jointly with other tenants and their respective representatives, agents, customers, guests and invitees. The Lessor will maintain the Common Areas in a clean, safe and sanitary condition and provide all necessary janitorial service, snow removal, maintenance and repair, and utilities to all Common Areas.

3. TERM

The initial term of this Lease, subject to the provisions hereof, shall begin on December 18, 2013 and end at midnight on June 30, 2015. PROVIDED HOWEVER, this Lease may be canceled by the Lessee as hereinafter provided in Sections 8, 10 and 21, before the end of the term. This Lease shall be considered renewed for each succeeding City fiscal year during the Term of the Lease unless this Lease is canceled by the Lessee before the end of the then current fiscal year pursuant to Section 21 hereunder.

4. RENT

The Lessee covenants that the Lessee shall pay rent unto the Lessor, as rent for the Premises herein leased and all Common Areas, the sum of fifty seven and 00/100 dollars (\$57.50) per month, payable in arrears, upon receipt of invoice from the Lessor to the Lessee.. Invoices shall be prepared by the Lessor and provided to the Lessee for payment processing. Lessor shall also be provided reimbursement for a prorated share of certain expenses as further described in Section 8 a ("Additional Rent").

5. FIRST RIGHT OF REFUSAL FOR ADDITIONAL SPACE – NONE

6. RENEWAL OPTION

After the initial Term, the Lease will automatically renew from year to year, for the months of July through June; provided, however, that either party may, at its option, cancel an upcoming renewal period by giving written notice unto the other 120 days prior to any June 30th of their desire for the expiration. Rent for subsequent renewal years shall increase by percentage of difference in the Consumer Price Index, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, based on US City Average, All Items, with comparison of the term start date to the month of April

of the expiring year. The new rental rate shall be officiated by correspondence and, unless there other changes to the Lease, shall not require an addendum to officiate.

7. UTILITIES AND OTHER RELATED SERVICES

- a. The Lessor shall furnish and timely pay when due and payable, at no additional cost to the Lessee, the following utilities and/or services:
 - (i) Utilities which are not separately metered, to be paid by the Lessor, who shall seek a five percent (5%) reimbursement as Additional Rent from the Lessee by separate invoice, providing evidence of payment made.
 - (ii) Custodial services in the common areas used by other tenants.
 - (iii) Ground maintenance, including mowing, landscaping, and parking lot maintenance.
 - (iv) Snow removal, to be paid by the Lessor, who shall seek a fifty percent (5%) reimbursement as Additional Rent from the Lessee by separate invoice, providing evidence of payment made.
- b. The Lessee, at its expense, shall furnish and provide payment to the applicable company or vendor for the following utilities and/or services:
 - (i) Custodial Services in the Premises.
 - (ii) Trash services, for which the Lessee may choose to partner with the neighboring tenants.
 - (iii) Telephone and internet connectivity services.
 - (iv) The Lessee shall have the right to rekey, install a key card access system, or any other security system for the Premises, using such security services provider as the Lessee and Tenant may choose in its sole discretion. The Lessee at its sole discretion, can elect to remove said system at any time, provided that Lessee, at its sole expense, shall repair any damage resulting from such removal.
 - (v) Lessee shall be permitted to use the Community Room and agrees to schedule the use of the Community Room through the Mountaineer Boys & Girls Club.
- c. Interruption. In the event that any utilities or services being provided by the Lessor are interrupted for reasons within the Lessor's control and as a result, suitability of the Premises is interrupted, the Lessee shall have the

option to (i) cause the utilities or services to be reinstated and deduct the costs and expense thereof from the rents which may become due and payable thereafter to the Lessor until the Lessee is fully reimbursed for such expenditures; or (ii) immediately terminate this Lease.

8. MAINTENANCE

The Lessor binds itself to maintain the Premises, including the structure of the Premises, both interior and exterior; the electrical, HVAC and plumbing fixtures and equipment; and the interior and exterior painting and flooring in a good and tenantable condition equal to that of the Premises as at the time possession thereof is delivered to the Lessee; included in the aforementioned obligation is the duty to replace HVAC filters and light bulbs on a regular schedule or upon request by the Lessee.

If the Lessor fails to maintain the interior and exterior structure of the Premises, and the electrical, HVAC and plumbing fixtures and equipment owned by the Lessor in a good and tenantable condition of repair, the Lessee shall request the Lessor, in writing, to correct any deficiency which may have occurred since possession of the Premises by the Lessee, provided, however, such deficiency was not caused by the neglect or acts of the Lessee. Upon refusal or neglect of the Lessor to comply with the Lessee's request for the repair or reinstatement of previously-existing conditions, the Lessee may, ten (10) days after receipt of such request by the Lessor, cause the repairs to be made and deduct the costs and expense thereof from the rents which may become due and payable thereafter to the Lessor until the Lessee is fully reimbursed for such expenditures. Provided however, any such repairs related to life and safety issues, including without limitation, broken windows, hot water heater, smoke detectors, carbon monoxide detectors shall be repaired immediately, or the Lessee may (i) cause the repairs to be made and deduct the costs and expense thereof from the rents which may become due and payable thereafter to the Lessor until the Lessee is fully reimbursed for such expenditures; or (ii) immediately terminate this Lease.

Notwithstanding the foregoing, the Lessor is not responsible for maintenance of such fixtures and equipment as may be owned by the Lessee.

9. DAMAGE TO PREMISES BY FIRE, ETC.

It is agreed by and between the parties hereto that in the event the Premises are destroyed or damaged by fire, natural elements, or other cause to such an extent that continued occupancy by the Lessee would be impractical, the Lessee shall give immediate notice thereof to the Lessor, in writing, and this lease shall terminate. If only a part of the Premises shall be rendered untenable, leaving the remainder suitable for occupancy, the rental shall be proportionately abated until the Premises have been repaired. The Lessor shall have five (5) days from receipt of such notice to decide whether or not to repair the Premises. Any repairs undertaken must be completed within a reasonable length of time after the Lessor's decision. Should the Lessor decide

not to repair the Premises, this Lease shall terminate, and the Lessee shall deliver possession of the Premises to the Lessor and thereupon be relieved of any and all liability hereunder or concerning the Premises except for any unpaid rent through the final day of occupancy.

10. INDEMNIFICATION AND INSURANCE

Section 10.1 Lessee shall protect, defend, indemnify, and hold the Lessor and its representatives and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to or loss of any property, including all reasonable costs for investigation and defense thereof, (including, but not limited to, attorney fees, court costs, and expert fees), of any nature whatsoever arising out of, or incidental to this Lease Agreement or Lessee's use or occupancy of the leased premises, or the acts or omissions of the Lessee, its officers, employees, agents, representatives, contractors, sub-contractors, licensees or invitees, regardless of where the injury, death, loss, or damage may occur unless such injury, death, loss, or damage is caused by the negligence of the Lessor, its employees, agents, officers, or representatives. The Lessor shall give Lessee reasonable notice of any such claims or actions. The provisions of this Article shall survive the expiration or earlier termination of this Lease Agreement.

Section 10.2 Without limiting its liability as aforesaid, the Lessee shall carry insurance in the following minimum amounts during the term hereof, naming the Lessor as co-insured:

<u>Public Liability</u>	Bodily Injury	\$500,000 per occurrence
	Property Damage.....	\$50,000 per occurrence

Section 10.3 Lessee shall provide the Lessor with certification of insurance through the term of this Agreement, evidencing such coverage to be in force.

Section 10.4 The Lessor agrees to notify the Lessee in writing, as soon as practicable, of any claims, demands, or action arising out of an occurrence covered hereunder of which the Lessor has knowledge, and to cooperate with the Lessee in the investigation and defense thereof.

11. SUITABILITY OF PREMISES

The Lessor warrants the Premises to be suitable for use for the conduct of Lessee's business., and that there shall be no liability on the part of Girls on the Run of North Central West Virginia, its officers, agents or employees for any loss or damage to the Premises, nor any liability on any individual by virtue of any of the provisions of this Lease, whether caused by overloading the floors with equipment or otherwise installing fixtures and equipment commonly used in an office facility. Further, the Lessor warrants

that the Premise compliant according to all local, state, and federal code requirements and all zoning ordinances.

- a. Fire and Health Hazards. The Lessor will remove and correct any fire or health hazards not caused by the neglect or acts of the Lessee, its agents, employees or servants which any authorized public authority may order corrected or removed during the term of this lease. Upon refusal or neglect of the Lessor to comply with any such order, the Lessee may comply therewith and deduct the costs from monthly rentals payable thereafter to the Lessor until the Tenant is fully reimbursed therefore.
- b. Environmental. The Lessor represents and warrants to the Lessee that there are no hazardous or unsafe substances in, on or under the Premises, building or Common Areas or the underlying real property, and agrees to indemnify, defend and hold harmless the Lessee, its affiliates, and their respective officers, agents and employees, against any and all claims, damages, costs, liabilities and expenses, including attorneys' fees, resulting from a breach of the Lessor's representations and warranties or from the presence of any hazardous or unsafe substances in, on or under the Premises, building, Common Areas or the underlying real property, as of the Start Date.

12. NEGLIGENCE OF PREMISES

The Lessee covenants that it shall not commit waste on the Premises herein leased, and the Premises will be returned to the Lessor at the termination of this Lease in substantially as good condition as at the commencement thereof, damages from reasonable wear and tear, natural elements, normal depreciation and decay excepted.

13. TRANSFER OR ASSIGNMENT OF LEASE

The Lessee shall have the right to assign, reassign, or transfer this Lease contingent upon the prior written approval of the Lessor.

14. DEFAULT

In the event any party defaults in any of the covenants contained herein, the requesting party shall notify the other, in writing, of such default and if such default is not corrected within fifteen (15) days after receipt of notification, unless a shorter correction period is required elsewhere in this Lease, the requesting party may notify the other party that the Lease is terminated, without further obligation, and reenter/vacate the Premises herein leased.

15. TAXES AND ASSESSMENTS

The Lessor will pay taxes and assessments levied on the Premises during the term of this lease.

16. PARKING

The Lessor agrees to provide, at no additional cost to the Lessee, free employee and visitor parking spaces adjacent to the Premises.

17. PROVISIONS FOR IMMEDIATE TERMINATION

In addition to the other events set forth herein which permit the immediate termination of this Lease, the Lessee shall have the right to cancel this lease, without further obligation on the part of the Lessee, upon giving thirty (30) days' written notice to the Lessor, such notice being given at least thirty (30) days prior to the last day of the succeeding month,

18. MISCELLANEOUS

- a. Notices. Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:

Lessor

City of Morgantown

Attn: City Manager
389 Spruce Street
Morgantown, WV 26505
Phone: 304-284-7405

Fax: 304.284.7430
Email:
jmikorski@cityofmorgantown.org

After Hours Emergency Phone:
304.288.6717

Lessee

Girls on the Run of North Central
West Virginia,
c/o Mon General Hospital
Address:
Attn: Brenda Hawkins
1200 JD Anderson Drive,
Morgantown, WV 26505
Phone: 304-685-4140
Fax:
Email
laurie.abildso@girlsontherun.org

- b. Holding Over. The Lessee shall have the right to hold over for up to three (3) months after the expiration of the Term upon the same terms and conditions, including Rent, as were applicable during the just expired Term. If the Lessee shall continue in possession of the Premises beyond said three (3) month holdover period, such continued possession shall be considered an extension of this Lease from month to month until terminated by either party as of the end of any calendar month on not less than thirty (30) days prior written notice, and during such month to month tenancy, all terms and conditions of this Lease shall remain in full force and effect.

- c. Vacating Responsibilities. The Lessee has the right to remove all owned fixtures, furniture, and equipment and shall leave the facility free of all trash and debris, in broom clean condition, with all keys labeled and provided to the Lessor. The Premises will be returned to Lessor by Lessee in equal condition to that as originally occupied.
- d. Quiet Enjoyment. The Lessor covenants that at the Start Date of this Lease, the Lessor was seized of said Premises as the sole owner(s) thereof, in fee simple, free of all liens, encumbrances and any outstanding interests whatsoever and that upon payment of the rentals as herein set forth, the Lessor will warrant and defend the title of the Lessee against any and all claims whatsoever, not arising hereunder, during the term of this Lease; that the Lessee shall, at all times during the term of this Lease, peaceably and quietly have, hold, and enjoy the Premises.
- e. Force Majeure. If either party shall be delayed in the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, riots, insurrections, wars, catastrophic events or other reasons beyond the reasonable control of such party, then performance of such act shall be extended for a period equivalent to the period of such delay.
- f. Authority. The Lessor hereby represents and warrants that it owns the building and underlying real property in fee simple. Each party represents and warrants that it is fully authorized to execute this Lease without obtaining the consent of any third party.
- g. Binding Effect. All the terms and conditions of this Lease shall be binding upon and inure to the benefit of legal representatives, successors, and assigns of the parties.
- h. Modification. This Lease shall not be amended or modified in any respect except by a writing which is duly executed by all parties.
- i. Construction. The language used in this Lease was mutually negotiated by the parties and shall not be construed for or against either party. The headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, modifying or amplifying the provisions hereof. Time is of the essence of this Lease and of every term, covenant, and condition hereof.
- j. Severability. If any provision of this Lease is rendered void or invalid by the decision of any court or by the enactment of any Law, such provision will be deemed to have never been included herein and the remainder of the Lease shall continue in full force and effect.

- k. Entire Agreement. This Lease constitutes the entire understanding between the parties. Any representation, obligation, term or condition not contained herein is not binding on the parties.
- l. Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and which taken together, shall constitute one and the same Lease.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this contract of lease.

LESSOR:

City of Morgantown

By _____
Jeff Mikorski
City Manager

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, TO-WIT:

I _____, notary public in and for said county and state, do hereby certify that Jeff Mikorski, who as City Manager signed the foregoing lease for City of Morgantown, Lessor, has this day acknowledged the same before me in my said county and declared the same to be the act and deed of said corporation.

Given under my hand this _____ day of _____, 2013.

My commission will expire _____ 20__.

NOTARY PUBLIC

LESSEE:

Girls on the Run of North Central West Virginia

Board Chair

Council Director

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, TO-WIT:

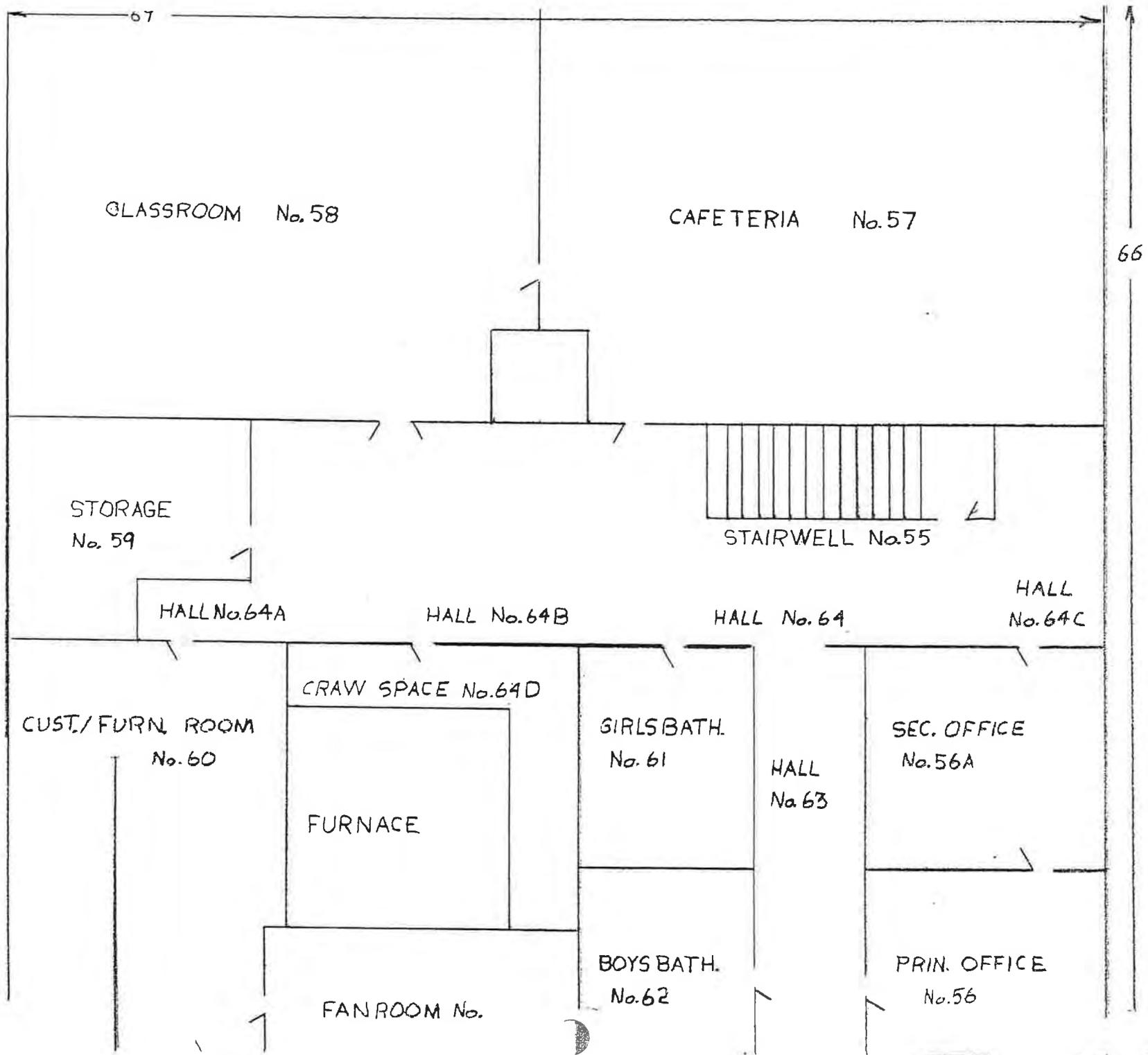
I _____, notary public in and for said county and state, do hereby certify that _____ and _____, who, are Board Chair and Council Director of the Girls on the Run of North Central West Virginia signed the foregoing lease for the Girls on the Run of North Central West Virginia, Lessee, has this day acknowledged the same before me in my said county and declared the same to be the act and deed of said agency.

Given under my hand this _____ day of _____, 2013.

My commission will expire _____, 20__.

NOTARY PUBLIC

WOODBURN ELEMENTARY BASEMENT
BASEMENT



RESOLUTION

WHEREAS, the City of Morgantown's Historic Landmark Commission applied for a grant from the West Virginia Division of Culture and History; and

WHEREAS, the grant would provide for reimbursement some of costs of a mini conference of the Preservation Alliance of West Virginia; and

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

NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this 3rd day of December, 2013 that the City Council hereby accepts and will administer the grant from the West Virginia Division of Culture and History for use for the Preservation Alliance of West Virginia.

Mayor

City Clerk

West Virginia
Division of Finance and Administration
For and on behalf of
The Division of Culture and History

CONTRACT

For Historic Preservation Federal Grant

This AGREEMENT is made, this the _____ day of _____, 20____ by and between _____

CITY OF MORGANTOWN/MORGANTOWN HLC

Hereinafter referred to as the grantee, and the STATE OF WEST VIRGINIA, DEPARTMENT OF FINANCE AND ADMINISTRATION on behalf of the West Virginia Division of Culture and History.

WITNESSETH, THAT WHEREAS, the Division of Culture and History of the State of West Virginia is Expressly authorized by Article I, Chapter 29 of the Code of West Virginia, one Thousand Nine Hundred Thirty-One, as amended, to carry out the duties of the National Historic Preservation Act of 1966, and

WHEREAS, the State of West Virginia has received funds from the United States Department of the Interior, National Park Service to be granted by the State Historic Preservation Office to organizations or individuals participating in activities authorized in the National Historic Preservation Act of 1966, and

WHEREAS, the grantee desires to sponsor a project to be known as 2013 Statewide Preservation Conference as described in Attachment I, and

WHEREAS, the Archives and History Commission on March 1, 2013 approved a grant of to the grantee for the project described above,

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The Division of Culture and History hereby agrees to GRANT to the grantee the sum of \$3,850.00 toward the total estimated cost of \$3,850.00 for said project.

(a) To be eligible for payments, the grantee must maintain and submit documentation, as required in the Subgrant Management Manual, to the State Historic Preservation Office showing the amounts of payment requested and describing the portion of the project for which the funds are requested;

(b) The Division of Culture and History only agrees to transfer funds to the grantee for expenditures which are in compliance with the terms and conditions of this agreement and the National Register Programs Guideline, NPS-49, of the Department of the Interior, National Park Service.

2. The grantee certifies that it has matching capability and agrees:

(a) The requirements of the Historic Preservation Office Subgrant Management Manual shall apply to this award;

(b) That it will substantially comply with State competitive bidding and use acceptable procurement procedures as defined in the Subgrant Management Manual;

(c) That it will furnish its share of the total cost of the project;

(d) That it will execute the project in compliance with the established policies, procedures, and regulations of the Department of the Interior, National Park Service, including the National Register Programs Guidelines, NPS-49;

(e) That it will disburse such funds only for authorized purposes in connection with said project;

(f) That it will maintain accurate records in accordance with generally accepted accounting principles and procedures, in connections with the project;

(g) That it will not be reimbursed for any expenditure which does not conform to the terms and conditions of this agreement or the Final Products do not meet Secretary of the Interior's Standards;

(h) The grantee must receive prior approval from the State Historic Preservation Office for all amendments to the scope of work, products, budget, or reporting requirements;

(i) That it will comply with either the Single Audit Act of 1984 for state or local governments or the audit requirements of OMB Circular A-110 for universities and non profit organizations;

(j) Publications or audio visual material must receive prior approval from the State Historic Preservation Office. Five copies of any publications that is a result of the grant must be submitted to the State Historic Preservation Office. Grantee agrees to credit the West Virginia Division of Culture and History and the Federal Preservation Grant Program by using the following wording:

"The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, Department of the Interior, and administered by the West Virginia Division of Culture and History."

The publication or audio visual should also contain the Equal Opportunity statement as follows:

"The program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she as been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, U.S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240.

(k) The grantee must submit progress reports and financial reports as required in the subgrant management manual;

(l) The grantee shall submit a final project report containing all information as required in the Subgrant Management Manual.

(m) That it will conform to provision of 18 USC 1913 regarding the use of Federal funds for lobbying activities;

(n) That it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act;

(o) That is will conform with Title VI of the Civil Rights Act of 1964, that strictly prohibits unlawful discrimination in federally-assisted programs on the basis of race, color, and/or national origin;

(p) That it will provide to the Division evidence of compliance with Federal Procurement Standards as enumerated in 43 CFR 12, Subpart C, Uniform Administrative Requirements for grants to state and local governments, effective October 1, 1988;

(q) That it will complete the project in accordance with Attachment I of the contract;

(r) That the project will be performed and products produced in compliance with the Secretary of the Interior's Standards for Identification & Evaluation;

(s) In addition to the terms detailed in this agreement, all Federal requirements governing grants (Office of Management and Budget Circulars A-87 or A-122, 43 CFR 12, Subpart C or A-110, and A-128 or A-133) are applicable.

3. It is the understanding of all parties to this contract, that the Division of Culture and History by joining in this contract, does not pledge or promise to pledge the assets of the State of West Virginia, does not promise to pay any part of the contract sum provided for in this agreement from monies of the Treasury of the State of West Virginia except such monies as shall be appropriated by the West Virginia Legislature.

4. This contract may be terminated with the consent of both parties or by either party because of non performance by the other.

This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The grantee shall insert a similar provision in all subcontracts for activities covered by this contract. Programs funded by the Division of Culture and History strictly prohibit unlawful discrimination in state-assisted programs on the basis of race, color and/or national origin.

IN WITNESS WHEREOF, CITY OF MORGANTOWN/MORGANTOWN HLC and the Division of Culture and History have caused this instrument to be executed by their duly authorized representatives.

GRANTEE: CITY OF MORGANTOWN/MORGANTOWN HLC

BY: _____

STATE OF WEST VIRGINIA

COUNTY OF _____ : TO-WIT

I, _____, a Notary Public in and for said County and State hereto annexed, bearing date the _____ day of _____, 20____, has this day acknowledged the name before me in my said County, to be his act and deed.

Given under my hand this _____ day of _____, 20____.

My Commission expires _____

Notary Public

The Division of Culture and History

BY: _____
Historic Preservation Office

DEPARTMENT OF ADMINISTRATION
STATE OF WEST VIRGINIA ACTING BY
AND THROUGH IT'S PURCHASING DIVISION

BY: _____ BY: _____
Commissioner Purchasing Director

Approved as to form the _____ day of _____, 20____.

BY: _____
Assistant Attorney General

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposal narrative, and the supporting documentation contained in the application, it has been determined that the proposed HPF project, 2013 Statewide Preservation Conference meets the criteria for categorical exclusion* under 516 DM 6.

GRANTEE OR APPLICANT

DATE

TITLE

I concur:

***(Indicate appropriate categorical exclusion from those listed in section A.4 of Chapter 11 of the Manual.)**

A.4 a.6

ATTACHMENT I

PROJECT NAME: **FY2013 Statewide Preservation Training**

SUBGRANTEE: Morgantown Historic Landmark Commission
300 Spruce Street
Morgantown, WV 26505

BEGINNING DATE: January 7, 2013

ENDING DATE: June 30, 2013

DETAILED SCOPE OF WORK:

The funding awarded through this grant will be used to pay for the expenses incurred by bringing a nationally recognized preservation speaker to the PA WV awards banquet on September 26-28, 2013. Possible topics include an explanation of recent trends in historic preservation, and explaining the link between historic preservation and economic development.

BUDGET:	Speakers	\$3,500.00
	Other	\$ 350.00

TOTAL PROJECT COST \$3,850.00