



Office of the City Clerk

The City of Morgantown

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**AMENDED AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
December 1, 2015
7:00 p.m.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **APPROVAL OF MINUTES: November 3rd, 2015 & November 17th, 2015 Regular Meeting**
5. **CORRESPONDENCE:**
 1. **REPUBLIC SERVICES UPDATE**
6. **PUBLIC HEARINGS:**
 - A. **AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 14.50 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-48 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.**
 - B. **AN ORDINANCE TO PROVIDING THE ZONING CLASSIFICATION FOR 0.76 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-60 BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERTO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.**

- C. AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 4.20 ACRES, MORE OR LESS, OR ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-66 BY AMENDING ARTICLE 1131 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.
- D. AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION LEASING OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT.
- E. AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE CITY CODE.
- F. AN ORDINANCE AMENDING THE FY 2015-2016 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.

7. **UNFINISHED BUSINESS:**

- A. Consideration of **APPROVAL** of **(SECOND READING)** and **(ADOPTION)** of AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 14.50 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-48 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. (First Reading November 3, 2015)
- B. Consideration of **APPROVAL** of **(SECOND READING)** and **(ADOPTION)** of AN ORDINANCE TO PROVIDING THE ZONING CLASSIFICATION FOR 0.76 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-60 BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERTO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN. (First Reading November 3, 2015)

- C. Consideration of **APPROVAL** of **(SECOND READING)** and **(ADOPTION)** of **AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 4.20 ACRES, MORE OR LESS, OR ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-66 BY AMENDING ARTICLE 1131 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.** (First Reading November 3, 2015)
- D. Consideration of **APPROVAL** of **(SECOND READING)** and **(ADOPTION)** of **AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION LEASING OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT.** (First Reading November 17, 2015)
- E. Consideration of **APPROVAL** of **(SECOND READING)** and **(ADOPTION)** of **AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE CITY CODE.** (First Reading November 17, 2015)
- F. Consideration of **APPROVAL** of **(SECOND READING)** and **(ADOPTION)** of **AN ORDINANCE AMENDING THE FY 2015-2016 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.** (First Reading November 17, 2015)

G. BOARDS AND COMMISSIONS:

- 1. Council to re-appoint Leanne Cardoso and James Shaffer to the Board of Zoning Appeals.
- 2. Council to appoint Mike Wolfe to Sister Cities Commission.
- 3. Chelsi Baker re-advertised for Real Estate vacancy on Morgantown Housing Advisory Commission.
- 4. Urban Landscape will be updating Commission 1st of year.

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 AMENDED ORDINANCE ESTABLISHING THE RATES OF COMPENSATION FOR THE CITY OF MORGANTOWN EMPLOYEES FOR THE FISCAL YEAR 2015-2016.**
- B. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE AMENDING THE "CONCEPTUAL GROWTH FRAMEWORK MAP" AND THE "LAND MANAGEMENT MAP" OF THE 2013 COMPREHENSIVE PLAN UPDATE, ADOPTED JUNE 18, 2013, BY MODIFYING THE BOUNDARIES OF THE "ENCOURAGED GROWTH" GENERAL CONCEPT AREA ADJACENT TO THE MORGANTOWN MUNICIPAL AIRPORT AS SHOWN ON THE EXHIBITS HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.**
- C. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 26.65 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-67 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.**
- D. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE AMENDING ARTICLE 1329.02 "DEFINITIONS" OF THE PLANNING AND ZONING CODE AS IT RELATES TO SHOPPING CENTERS.**
- E. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE AMENDING THE FY 2015-2016 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.**
- F. Consideration of **APPROVAL** of **A RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST VIRGINIA UNIVERSITY FOR INTERCONNECTION OF NETWORKS.**

G. Consideration of APPROVAL of A RESOLUTION AUTHORIZING THE FOLLOWING AGENTS, JEFF MIKORSKI CITY MANAGER, JAMES GOFF FINANCE DIRECTOR, AND LORI LIVENGOOD BUDGET AND ACCOUNTING MANAGER, OF THE CITY OF MORGANTOWN FOR THE TRANSACTING OF FUNDS.

11. CITY MANAGER'S REPORT:

Information:

- 1. Fleet Complete GPS**
- 2. Deckers Creek Pedestrian Bridge Update**

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



Office of the City Manager

The City of Morgantown

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City Manager's Report for City Council Meeting on December 1, 2015

Information:

1. Fleet Complete GPS

Working with a cellular company the City will be installing GPS units into Public Works, Engineering, and Code Enforcement vehicles and track usage through the Fleet Tracker Fleet Management System. Initially, I was interested in tracking the efficiency and effectiveness of the City's snow plows during winter events. Utilizing the GPS units, we would be able to review snow plow routes and track when salt is dispensed along the routes. This information will help us review routes and make sure we are utilizing our winter equipment assets most effectively. We increased the system to track a total of 26 vehicles in the three departments to continue to see how to improve effectiveness of our fleet and possibly find ways to reduce fuel costs. Using cost savings from modifications to our cellular account, we are able to pay for the system without additional budget requests.

2. Deckers Creek Pedestrian Bridge Update

West Virginia Department of Highways has authorized the contract with Alpha Associates to begin the design and study work for the bridge. There was a delay for getting the project onto the State Transportation Improvement Plan until recently. We still hope that the studies and design can be completed for the project to begin in 2016.

Jeff Mikorski ICMA-CM,
Morgantown City Manager



Vehicle Maintenance & Fleet Management Services

Running a fleet, no matter the size, can be complex, expensive and stressful. Powered by state-of-the-art GPS technology, [the Fleet Tracker solution](#) provides you with real-time visibility over your fleet and vehicle diagnostic data to help you drastically reduce fuel, insurance, maintenance and other related costs while reducing your carbon footprint.

Fleet Tracker works by installing an [MGS hardware device](#) in the vehicle. The in-vehicle devices can be plugged into the OBD-II/CANBUS, J1939 OR J1708 connections or hardwired into your vehicles and collect important information such as **ECM status***, **ignition status**, **battery voltage**, **DTC Codes***, as well as driver behaviors such as speeding, idling, harsh cornering/braking and rapid acceleration. Knowing the real time location of each of your vehicles, helps dispatchers save fuel by sending the closest driver to the next job. Information about aggressive driving-speeding, harsh breaking, hard cornering-allows managers and owners to coach drivers, minimizing behaviors that lead to fuel waste.

The Fleet Complete system turns the field data into actionable business intelligence that will help you make smart decisions and efficiently manage your fleet.



Tracking

- Track the physical location of your vehicles anytime, from anywhere.
- Select from a variety of icons to easily distinguish fleet vehicles on your screen
- Group vehicles, under categories that make sense for your business
- See all your vehicles on the tracking screen



- Or zoom-in to get a bird's eye view of your vehicle location
- Use the Fleet Complete app in your smart phone or tablet and stay on top of your fleet's activities.
- See where your vehicles have been with the Breadcrumb trail- **route re-play** feature:

Reporting

Create and customize reports based on your management team's needs. Schedule reoccurring operational reports, and set up a list of people that will receive them, or access our Power Reports to get access to your business intelligence and see how your fleet is performing overall.

These are some of the operational reports that you can access and the information that they provide:

Activity: The details of asset activities of interest.

Asset Temperature: The temperature readings during the report period.

Congregation: When more than one asset was at the same location at the same time.

Curfew: If assets were at a Point of Interest (POI), outside the POI's specified working hours.

Distance: The distance an asset traveled within a province/state on a particular day, including distance driven on private roads.

Events: When an event (such as speeding over the limit for certain amount of time, or braking suddenly, etc) was triggered.

Fleet Performance: A measurement of asset performance based on previously set-up events of interest.

Idle: How often and for how long an asset was idling.

Input: Details of sensor readings, such as Door Sensor, Temperature Sensor and others.

Last Position: Last snapshot time and location of assets.

Maintenance: The full history of maintenance items.

POI: Information pertaining to Points of Interest, previously specified.

Position: Every snapshot taken for assets during specified times.

PTO: Details of a Power Take Off (PTO) equipment usage.

Speeding: The speed an asset traveled, or the speed in excess of the posted speed limit an asset traveled, if a rule was defined for this situation.

Stop: When an asset was stopped for a specific length of time.

Trip: Details of an asset's trips, based on time between ignition on and ignition off.

Who Was There: Which asset was at a particular location at a particular time.

REGULAR MEETING November 3, 2015: The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, November 3, 2015 at 7:00 p.m.

PRESENT: City Manager Jeff Mikorski, City Clerk Linda Tucker, Mayor Marti Shamberger, City Attorney Ryan Simonton, Assistant City Manager Glen Kelly and Council Members: Ron Bane, Deputy Mayor Bill Kawecki, Wes Nugent, Jenny Selin, Jay Redmond, and Nancy Ganz.

Mayor Shamberger called the meeting to order.

CORRESPONDENCE: Mayor Shamberger presented Proclamations for Extra Mile and Home Health. Mayor Shamberger read an email from Adrienne Dering in reference to the Urban Agriculture Ordinance and Ms. Dering requested e-mail be part of the record. (**Exhibit A in the Vault**) Marti Shamberger announced and recognized the Bad to Better Building students that are helping the City Manager with this project are William Bard, Elizabeth Barnett, Tracy Bercini and Francis Grubas.

PUBLIC HEARING:

PUBLIC HEARING - AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH FRIENDS OF DECKERS CREEK, INC. FOR SPACE AT THE WOODBURN SCHOOL SITE.

Mayor Shamberger declared this Public Hearing open.

Holly Purpura, 2756 University Avenue, is with the Friends of Deckers Creek, spoke in reference to getting the approval from Council for the lease agreement, and encourages them to consider the approval at Woodburn School.

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

PUBLIC HEARING - AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH MORGANTOWN THEATRE COMPANY FOR SPACE AT THE METROPOLITAN THEATRE.

Mayor Shamberger declared this Public Hearing open.

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

UNFINISHED BUSINESS:

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH FRIENDS OF DECKERS CREEK, INC. FOR SPACE AT THE WOODBURN SCHOOL SITE. The below entitled Ordinance was presented for second reading.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH FRIENDS OF DECKERS CREEK, INC. FOR SPACE AT THE WOODBURN SCHOOL SITE.

City Manager explained, motion by Ganz, second by Selin, to adopt the above-entitled Ordinance. Motion carried 7-0.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH MORGANTOWN

THEATRE COMPANY FOR SPACE AT THE METROPOLITAN THEATRE. The below entitled Ordinance was presented for second reading.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH MORGANTOWN THEATRE COMPANY FOR SPACE AT THE METROPOLITAN THEATRE.

City Manager explained, motion by Selin, second by Ganz, to adopt the above-entitled Ordinance. Motion carried 7-0.

BOARDS AND COMMISSIONS: By acclamation, Council approved the appointment of Lola Contreras to serve on the Sister Cities Commission.

PUBLIC PORTION:

Mayor Shamberger declared the Public Portion open.

Dave Biafora, 6200 Mid Atlantic Drive, spoke in regards to the non-permitted building at the ACC, the University Avenue closure and Council or City Manager who gave the authorization to close a city street. He then continued to slander the Council, Mayor, and the City Manager on how they manage the City. Mayor Shamberger requested Mr. Biafora be escorted out of the meeting by the Police Officer.

James Giuliani, 256 Prairie Avenue, presented a handout to all of Council explaining that his neighbor was approved for something that he was denied. He wants questions answered. How can they continue building new housing for students when there are some housing not being completely at full capacity? University Place is 55% with 400 and some empty, Evansdale Park is 35% with 750 empty, and Pierpont is sitting with the lights off with no one living there and Vandalia is at 80%. WVU is paying \$2 million for housing, no one is living in them, and the City does not have a say in what they do.

There being no more appearances, Mayor Shamberger declared the Public Portion closed.

SPECIAL COMMITTEE REPORTS: Mayor Shamberger announced that the I-79 access study would be meeting on the first weekend in December.

NEW BUSINESS:

AN ORDINANCE AMENDING TABLE 1331.05.01 "PERMITTED LAND USES" OF THE PLANNING AND ZONING CODE AS IT RELATES TO "TWO-FAMILY DWELLING" USES IN THE B-1, NEIGHBORHOOD BUSINESS DISTRICT: The above-entitled Ordinance was presented for first reading.

AN ORDINANCE AMENDING TABLE 1331.05.01 "PERMITTED LAND USES" OF THE PLANNING AND ZONING CODE AS IT RELATES TO "TWO-FAMILY DWELLING" USES IN THE B-1, NEIGHBORHOOD BUSINESS DISTRICT.

City Manager explained, motion by Kawecki, second by Selin, to suspend the above-entitled Ordinance to second reading. Motion failed 6-1. (Jenny Selin voting yes)

AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 14.50 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-48 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: The above entitled Ordinance was presented for first reading.

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City Manager explained, motion by Kawecki, second by Selin, to pass the above-entitled Ordinance to second reading. Motion carried 7-0.

AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 0.76 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-60 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: The above entitled Ordinance was presented for first reading.

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City Manager explained, motion by Selin, second by Kawecki, to pass the above-entitled Ordinance to second reading. Motion carried 7-0.

AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 4.20 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-66 BY AMENDING ARTICLE 1131 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: The above entitled Ordinance was presented for first reading.

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City Manager explained, motion by Selin, second by Kawecki, to pass the above-entitled Ordinance to second reading. Motion carried 7-0.

CITY MANAGERS REPORT:

Information:

1. City's New Director of Finance

I am happy to announce that after many applicants and interviews, James Goff accepted the position offer, CPA to be Morgantown's new Director of Finance starting November 16, 2015. He comes to us with 20 years of professional experience in finance and management. For the last year he was the Director of Commercial Finance for Mylan, Inc., prior to that he worked as the Vice President of Finance and Accounting for Thrasher Engineering and the Vice President of Finance of Greer Industries and Corporate Controller for West Virginia Radio Corporation. I know he will be an outstanding addition to the City of Morgantown's management team and guide the Finance Department as we move forward.

I want to thank Denise White who filled in as the interim Director and Lori Livengood who took on the role of Acting Director over these past few months. With their help and commitment to the City, it allowed us to continue to move forward in the Finance Department.

New Business:

1. Everbridge Mass Notification

The City of Morgantown has used the Nixle system for mass notification information in the City for the last few years and the system has not generated very much activity, with less than 200 accounts over that time. Recently the Monongalia County Office of Emergency Management requested we look to join them in getting a more robust mass notification system that each can use for small-scale notifications, but joined that in the case of a large-scale event, one system would be able to be used for everyone. It would allow anyone to join through a single setup process in or outside of the City. By joining resources, we are able to provide a far better program for the residents of the City and the whole County. Attached are descriptions of the program that include text and phone calling notifications, GIS support, and SMART weather alerting. I recommend we replace our Nixle system, (which costs \$2790 annually) with the more robust system from Everbridge and allocate additional \$7,210 toward the improved, integrated program. Monongalia County Office of Emergency Management would pay the remaining \$26,504. If approved, additional funding will be seen in an upcoming budget adjustment in contracted services for in the City Manager's office account.

After City Manager explained, after discussion, motion by Selin, second by Bane to replace our Nixle System with the Everbridge Mass Notification System. Motion carried 7-0.

REPORT FROM ASSISTANT CITY MANAGER: Assistant City Manager, Glen Kelly stated he was surprised that the annexation of other properties was not on the Agenda for tonight. He announced that Senator Capito, Senator Manchin and President of the Airport Association would be in on a Conference Call on Wednesday in regards to six of the airports. He also announced that the City's property sold to MCDA for \$1.1 million of that money would go to the Airport, in which \$300,000 will go to the design work and the rest to the hangers.

REPORT FROM CITY CLERK: (Exhibits Ordinance; Payroll & Comparison filed in Vault)

City Clerk, Linda Tucker, spoke about the Wards & Boundaries changes and has spoken with the County Clerk, Carye Blaney, and she is going to be at the COW Meeting on November 24, 2015. She reminded Council to email questions to Linda Tucker, City Clerk, by November 16 and then she will

forward them on to Carye. City Clerk mentioned contacting the Secretary of State's Office and Secretary of State told her that the City should follow the charter unless it has changed. Linda Tucker, City Clerk mentioned the laminated post card that was being passed out during the Election and reported the following head commissioners and commissioners were called at each Precinct to find out if they were aware of the laminated card. Precinct 1 - Jeanne Strader from Church of God (Head Commissioner) stated she was not aware of any laminated post card or any problems with the write in candidates. Precinct 2A & 2B - Debra Saab & Marsha Bellotte from Morgantown High School were not aware of any laminated post card or any problems with the write in candidates. Marsha said there were voters that came in and had the wrong precinct; they were given the option to go to the right poll or vote there and do a provisional ballot. Precinct 10 - Dave Gaston from BOPARC (Head Commissioner) said that the write in candidates were very easy to handle and the training that was provided to the Head Commissioners and Poll workers was very good. Dave was not aware of any post card. Linda Tucker then mentioned that she also contacted everyone at the Presbyterian Church and was not successful in reaching anyone. Precinct 23 - Toni Jones from Suncrest United Methodist Church (Head Commissioner) stated that no one at her precinct with citizens or poll workers had any problems with the write in candidates, also there was no post card, and if there were, she would have contacted Linda Tucker or Colleen Skotnicki. Precinct 26 - Mechelle Cunningham from CMA Church was contacted but was not able to be reached at that time. A message was left for her to contact Linda Tucker or Colleen Skotnicki. Precinct 26 - Roger Warsewich from Sabraton Baptist Church stated that everyone understood how the write in candidates worked and was trained properly; he also did not see any laminated post card at his precinct. City Clerk noted contacting the Secretary of State's office in which they told her that the citizens were able to bring the sample ballot from the newspaper to the Polls. City Clerk stated that sample ballots were placed at early voting and, the voters kept taking the sample ballots and placing them to the Ivo's. Dave Gaston mentioned that he too had the same issue at his precinct with the sample ballots. Mayor, Marti Shamberger mentioned that she requested the City Clerk have the Ordinances of the pay scale of the Poll workers from 2013&2015. City Clerk noted that she enclosed in the packet a spreadsheet of the pay scale. City Clerk also mentioned enclosed is a chart of the Municipal Election Comparison that shows the percentage of the surrounding cities and what their voter turnout was. City Clerk spoke with Carye Blaney, County Clerk, in regards to doing the election with the county. City Clerk also mentioned that the Poll workers would not work if there were paper ballots for the next election. Councilor Ganz experienced questions from citizens; there was many good and bad things. She thinks that we should have a Procedures and Lesson's Learned, in other words she states that in the case of circumstances that have occurred, and there were questions about the cards sent out and the press releases. She would like to see how to prevent some of the difficulties with that, and to prevent difficulties with the Wards & Boundaries, and the citizens knowing where they are. Linda Tucker, City Clerk, stated that the Wards & Boundaries is a county issue not the City. Councilor Ganz proceeds to mention that there has been some concerns and in fact, there are current litigations on that issue. Councilor Ganz commented to prevent this in the future a procedure needs to be done. Councilor Selin stated that even if there was a card with the write in candidates, the concern is uniformity. Councilor Selin mentioned that if someone had a card that was laminated for the people to use to vote that it should be at all precincts. Linda Tucker, City Clerk, stated that she was not aware of any card at the Polls. Councilor Nugent asked that would be electioneering information. Councilor Selin states that it was not electioneering information, that a Poll worker had the card, and that a Poll worker provided it. Councilor Nugent then asks Councilor Selin if she had the card with her and she said no. Councilor Selin then stated that the card was offered at the polling place that she voted at and she believed it was being offered as a courtesy and not electioneering and thought it would be useful. Councilor Nugent stated that it is inappropriate that there is no card to verify electioneering based information at some of the polling places, he states "This is outside of the laws" so if that was happening regardless if it was a courtesy, it is not appropriate. Councilor Bane stated he is concerned because Councilor Selin just made the statement that she knew of a polling place that had the plastic laminated cards and that is in direct violation of any kind of election laws. Mayor, Marti Shamberger states that she kind of back tracks on that statement that was made, because if you can bring in the sample ballot that was posted in the newspaper, what is the difference? Councilor Bane states that the laminated

card has the write in candidates on it and the newspaper was just a sample ballot. Councilor Selin then stated that it was something that she did not do but was offered to her at her polling place. Councilor Bane says that because Councilor Selin had knowledge of this going on, the law was broken at a polling place and she did not contact anyone in regards to it. Councilor Selin said that she did not know that anyone at that time was breaking the law. Councilor Bane says to her that this was not her first election. Councilor Selin then states that she did not do anything wrong and that she went to vote just like everyone else. Linda Tucker, City Clerk, says that she is just hearing of this now, why didn't someone come forward to me during the election. Councilor Selin says to Linda Tucker "this was not new information" and that Mayor, Marti Shamberger, mentioned it to you. Councilor Ganz stated that her and her husband voted early and they saw the laminated card taped to the IVO. Councilor Ganz proceeded to say that Linda Tucker, City Clerk, was aware that it was taped on the Ivo's and that it was a mistake and that is why we need to have these procedures in order before the next election so this does not happen again. Councilor Ganz does not believe that there was any malfeasance intended and that Linda Tucker, City Clerk agreed. Councilor Ganz proceeded to state that there has been issues and a current lawsuit related to the Ethics Commission, Wards & Boundaries, and she is asking the City Election Official to go from the beginning and do an outline to prevent problems in the future. Councilor Ganz requested a procedural manual as our report on lessons learned such as, the laminated card that had the incorrect precinct on it. Linda Tucker, City Clerk, spoke up and said "That was not my fault someone else made up those cards" and then Councilor Ganz said "it does not matter whose fault it was I do not want it to happen again" and continued that it does not matter who handed the laminated cards out she thinks it was in good faith. Councilor Selin stated, "That it was just a courtesy". Councilor Ganz continues on to say that she just does not want it taped to the Ivo's and that it was someone trying to help somebody, so to prevent that "if we would have had the procedures from the beginning this would have never happened". Councilor Ganz also brought up about the Ethics Commission that Linda Tucker, City Clerk, contacted them by phone and letter, and it was never publicized. Councilor Ganz stated she does not want to see this happen again. Councilor Nugent calls a "point of order" stating "this is not relevant whatsoever" and Councilor Ganz says "it has a lot to do with it" then the Mayor, Marti Shamberger, wants order back in this meeting and says that Councilor Nugent was out of order. Linda Tucker, City Clerk requests that Council send an email to her exactly what they want in the report. Mayor Marti Shamberger also requests that an Election Report be done within 60 days of the election.

REPORT FROM CITY ATTORNEY:

No Report

REPORT FROM COUNCIL MEMBERS:

Councilor Bane:

Councilor Bane mentioned to the City Manager, Jeff Mikorski, about a lighting project of LED lights on High Street to be switched for better efficiency. City Manager, Jeff Mikorski noted that Mon Power has not provided us with any information about the LED lighting and they are currently working on that. City Manager, Jeff Mikorski, commented that they talked about adding LED lights to the decorative lights on High Street. Councilor Bane is requesting Council that if they can consider looking into filing for a grant to fund this project. Councilor Bane drove down University Avenue and noted that the Morgantown sign is in terrible shape and needs to be

repaired or replaced. Councilor Bane announced a race was held at Morgantown High School by Med Express in memory of L. J. Haines (Bane's Nephew) and he thanked everyone who participated in the event, which had 80 participate; raised \$2,000 for Morgantown Boosters..

Deputy Mayor Kawecki:

Deputy Mayor Kawecki mentioned about the lighting downtown and agrees with Councilor Bane and stated that Main Street has been working with the City to improve the lighting in the downtown area. Deputy Mayor Kawecki reported that by 2017 Pittsburgh would have replaced sodium fixtures in place that the cost savings would be \$14 million so therefore we need to watch as to what we can ask Allegheny Power to do. He noted that we would need their cooperation in order to put this in place. He would like to thank Allegheny Power for the placement of the new light pole Pleasant Street.

Councilor Nugent:

Councilor Nugent read an email to City Council by the City Manager, Jeff Mikorski in regards to University Overhill that American Campus Communities opened a model apartment leasing office on their construction site without applying for a temporary permit. Councilor Nugent wants to thank the City Manager, Mayor, and Deputy Mayor for attending the Wiles Hill groundbreaking for the new Fairmont Morgantown Housing Authority. Councilor Nugent mentioned the proposed increase from MUB and he will be looking into how they came up with the rate increase that they did. Councilor Nugent mentioned about the rules for Council, the order of the Agenda, and the December COW and other topics in November. After the public portion, he thinks that it would be good to have a discussion because we as a Council would quiet anyone speaking at the public podium and thinks that it is a harsh recourse that is reserved for the extreme and he does not believe that what

he heard did not violate the rules of decorum. In fact, he questions whether it was in fact out of order. He stated as American citizens, we have no right not to be offended and the comments as tough as they may be, as long as they are not derogatory and slanderous. Councilor Nugent noted that he did not hear any names being used and he thinks it is a very delicate balancing act that we need to follow with the public portion. Councilor Nugent also mentioned that he hopes that Council can keep that in mind in future sessions.

Councilor Selin:

Councilor Selin commented on the public portion and thinks that there is a line between where remarks are personal and generally slanderous. Councilor Selin noted that Council are accused as people who steal and comments are made that are not germane to an individual topic. Councilor Selin stated that when personal remarks are made there is no documentation to back it up. Councilor Selin encouraged the public to speak on any topic but the general personal remarks that are not furthering any public disclosure does not have a proper place and are not welcome. Councilor Selin reported that the University Avenue Corridor Study of the MPO is continuing and she appreciates what they have done and the work put into their report.

Councilor Redmond:

Councilor Redmond mentioned that the Pedestrian Safety Board had a meeting on Tuesday, which he stated, "this should have been brought up in the Special Committee Report," Main Street Morgantown announced the work is being done with the Grant that they received. Councilor Redmond stated that essentially the Economic Development is working to identify safe walking routes from all the city's neighborhoods to downtown and that will bring the sidewalk issue, to come forward. Councilor Redmond announced that removal of ice and snow is coming and

he wants to remind everyone in the city that the removal is your responsibility.

Councilor Ganz:

Councilor Ganz appreciates the comments that Councilor Redmond made about the Pedestrian Safety Board. Councilor Ganz wants to talk about the question on public comments. She had spoken about it last week, finds that anything that is personally slanderous about taking funds are personal, and she does not appreciate it. Councilor Ganz states that she is looking forward to resolving some of the election concerns with a manual or procedures. Councilor Ganz mentioned that Dr. Lori Sherlock was the National Representative of the Ironman Competition in Hawaii and was very successful. One day Lori was riding her bicycle, fell, and was wearing her helmet, which saved her from any injuries. Councilor Ganz wants to remind everyone that there is an Ordinance where you have to wear your helmet anytime you are riding your bicycle and it is for the safety of the pedestrians. Councilor Ganz announces that several Credit Unions and Mon General are selling the Enjoy Coupon Books to fund the transportation for the Special Needs. She is encouraging everyone to look this up and consider purchasing one as there are a lot of savings for many stores, restaurants etc. Councilor Ganz announces that the Met Theatre is hosting "Oliver" sponsored by MTC and she is encouraging everyone to go see it.

Mayor Shamberger:

Mayor Shamberger announces that the first Friday of every month Woodburn hosts a potluck at 6:00 pm and music with Jim Truman at 6:45 pm and is open to the public. Mayor Shamberger enjoyed attending the Fairmont-Housing event on Grove Street; she thanked the Police and Fire for all of their work on Halloween, not only patrolling the neighborhoods but downtown as well. Chief Ed Preston did announce that there was anywhere from 15,000 –

20,000 people downtown on Halloween night; Veterans Day is next week and wants to thank Deputy Mayor Bill Kawecki, Assistant City Manager Glen Kelly and all of the veterans that work for our City and all others for serving our Country. Mayor Shamberger announced that having someone removed from a meeting is in the brochure and explains the rules. Mayor Shamberger made the following announcements: there will be no December COW meeting this year; Fire Fighter Coats Operation Warm at Suncrest Primary; Ragtime at the CAC 11/4/15; Morgantown Library Puppy Day at 11:00 am. - 1:00 pm; 11/7/15; Author Daniel Devece at 6:30 pm on 11/11/15; Read Baby Read at 10:30am 11/12/15; Inside Out; Oliver at the Met Theatre November 12th -15th; Eastwood Elementary 4th and 5th Graders will be doing a Veterans Day Program at 9:30 am on 11/6/15. Mayor Shamberger reminded Councilors about the Community Leadership Forum at 6:30 pm on 11/4/15.

EXECUTIVE SESSION: Motion by Nugent, second by Kawecki, to go into an Executive Session to discuss personnel issues per State Code WV 6-A-4(b) (2). Present was City Manager, Jeff Mikorski, City Council, and City Attorney, Ryan Simonton. Motion carried by unanimous consent at 9:30 p.m.

ADJOURNMENT: There being no further items of business or discussion, motion by Selin, second by Ganz to adjourn. Motion carried by unanimous consent at 10:50 p.m.

City Clerk

Mayor

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

October 9, 2015

Dear Members of the Morgantown City Council,

I have been actively interested in the Urban Agriculture proposal and the proposed ordinance changes that pertain to domestic fowl (chickens).

I truly believe in the concept of Rousseau's "social contract", that we are ALL FREE when we are willing to give up some of our rights in exchange for living in a community where the majority decides its accepted social norms in a democratic process.

When the proposed ordinance caught my attention, I knew little or nothing about the concept of urban chickens and nothing about animal husbandry in that respect. I purchase organic free range chicken and eggs for my family and only purchase beef that is grass fed free range. We don't eat veal. I like to make food choices where the animals lead a pretty good life and have "only one bad day."

I went to the Green Team public meeting with an open mind to seek understanding and to ask questions on things that were of concern to me... vaccinations, health risks, logic behind the numbers requested etc. I came away with those questions answered.

I then went home and did an extensive computer search for articles about keeping backyard chickens, including those about "best practices" from both hobby keepers and the USDA for commercial fowl keeping.

Here were my findings on the benefits of backyard chickens.

1. Fresh eggs
2. Poop can be used for composting and fertilizer
3. Family experience raising and caring for animals
4. Education on food sources.
5. Laying Hens have use for chicken stock for bases for soups and stews when slaughtered. (It is my understanding laying hens make bad friers.)

When I read up on the subject , I found it interesting that even many people who enjoyed the hobby of backyard chicken keeping advised the average person AGAINST IT. Why?

1. Chickens are hard to sex. If you get a set of hatchlings you may end up with roosters in your batch and you must cull the roosters
2. Chickens poop 6x per hour and have no ability to control their bowels.

(The University of Missouri reports six commercial laying hens will generate approx **11 pounds of manure every week** (1.5 gallons)

3. Hens begin laying eggs at approx 6 months of age and on average lay eggs until they are an average of 3 or 4. Chickens LIVE to be 6-10 years old.
4. What do you do with a non-producing hen?
5. Chickens attract predators with noise and smell.

All of the points listed above, pro and con, seem to be valid..

Additional points we heard at Council hearings for allowing multiple chickens have been as follows:

1. Chickens provide an “egg-cellent” source of protein.

I reject this point as invalid. Eggs, although a source of protein, are NOT an “excellent source”. A friend who is a vegetarian sent me a chart on protein sources. (see attached) If you take a look, you can see eggs are not so great. Do you know what IS? Spinach & Kale! These can be purchased as seeds for \$1.50 at Lowes and require only topsoil, water and sunlight to grow and provide a TRULY economic source of excellent protein! If your spinach dies, you plant new spinach....

2. Chickens are a LOW COST source of protein for struggling families.

I also reject this point as invalid. Chickens require food & housing and permitting for accessory structure. The cost of feeding chickens is greater than the cost of purchasing eggs.

Let’s be honest and admit that raising chickens for eggs is a hobby, not an economic solution to a poverty problem in an urban environment.

3. Chickens are a 4H project.

This point seems invlid as well. Not ONE of the people who spoke in favor of urban chickens made any reference to their child’s 4H chicken project. Do you know what is a valid 4H project within city limits that can be done NOW with live animals? Showing dogs in conformation or agility! 47% of Americans have one already!

4. Chickens are family pets.

This contention, to my mind, is just plain offensive. As someone who has spent years promoting the responsible care of family pets, I believe that the attitude voiced by a Council member, that chickens are no different from dogs or cats, is naive and poses a threat to the welfare of the chickens.

Chickens appear NOWHERE in any Encyclopedia or Dictionary or Wikipedia definition I could find online as a PET. In fact the definition of pet literally said that Livestock were NOT PETS!

Conversely, this is the definition of AGRICULTURE:

“Agriculture is the cultivation of animals, plants, fungi, and other life forms for food, fiber, biofuel, medicinal and other products used to sustain and enhance human life.”

I believe the Green Team appropriately placed chickens in their proposal because agricultural is the appropriate use for chickens.

I am very upset and disturbed by the argument that chickens are pets. I raise and show champion dogs. As part of my passion for this hobby I belong to and support many organizations that promote RESPONSIBLE pet ownership. I educate every single person I can about both responsible choices in purchasing from reputable breeders or adopting a pet from local rescue as well as proper care of a pets.

Before taking up a dog breeding and showing hobby I volunteered for over a decade fostering for rescue and saving pets from situations where they might have been caged or kenneled their entire lives! I have cleaned up the messes of irresponsible pet owners for many years!

Never, at any time on in any situation would I allow ANY PET of mine to live 24/7 outdoors or in a cage, much less **in a cage outdoors!** My contracts strictly prohibit such a case! Why? I raise PETS! I raise animals that bond with human beings as their pack. Animals that REQUIRE the time, affection and attention of their human owners!

You are asking for 6 chickens to spend their entire life in an enclosure. If you are asking this because they are a food source and you are planning to humanely kill and eat these chickens at the end of their productivity I can accept this as “the way of the world”. I don’t like it, but that IS what happens on a farm. But I still don’t want to watch it from my backyard.

Are most people who are not farm focused going to be able to kill their chickens at the end of 3 years when they stop laying eggs? IF NOT, you, as a City Council, are asking 6 live animals to spend up to 6 more years after that in a cage in someone’s back yard. That is an animal senselessly confined---not for the productive agricultural purpose it was bred for in the first place, but because the purchaser is not a farmer and doesn’t have the guts to treat a chicken like a chicken.

We get very upset when we hear of cultures where the harvesting of dogs and cats for fur and meat occurs. It is illegal in the United States to sell a coat made from dog. I am sure dog meat is also an excellent source of protein as well, but I don’t know who could bring themselves to slaughter, skin and eat the family dog even if in dire hunger or cold?

An article I read during my research encapsulated the heart of my concerns:

“The basic argument against backyard chickens is that allowing this practice creates an entirely new category of urban animal: an animal which may be routinely caged and slaughtered in a domestic urban environment.”

Conversely:

“If we protect the compassionate treatment of animals in the one realm of public awareness in which they currently enjoy respect — domestic urban environments—It paves the way for all animals to be treated more humanly.” (paraphrasing)

I don’t want people to become desensitized to a caged animal in the back yard and start to perceive it as a “normal” thing for a pet. I don’t want the idea that when your pet ceases to be “productive” you get to kill it to become “normal”. Because pets are NOT livestock. The purpose of a pet is NOT necessarily to be “productive” at all.

There is no system in place for rescue for chickens. There is nowhere to shelter chickens when someone has to move unexpectedly and might not be able to take their chickens with them. There are not proper veterinary resources here in Morgantown to care for flocks of chickens if they were to become infected with bird flu or rabies or some such virus. And you can buy chickens at Tractor Supply without license or an adoption process.

Just as I believe uninformed back yard breeders and the people they sell to are BAD for dogs, I believe that allowing everyone have back yard chickens is bad for chickens. If this becomes legal you set the precedent that everyone NEEDS 6 chickens to properly start a chicken hobby. Maybe most people that might take up chickens as a hobby are not the kind of people who SHOULD. (Which is probably the same reason why you don’t allow 6 dogs or cats either.)

I don't choose to live with my food source and that IS one of the reasons I don't want to live in the country. I am an omnivore. I eat meat with pleasure! But a lot of your neighbors might be vegetarians for ethical reasons and they REALLY don't want see your food source from their backyard.

At the end of the day, **If it were MY choice I would have NO backyard chickens in the city at all.** However, I realize that my perspective may not be shared with the rest of my community and I must live with what is decided.

I would urge you to consider keeping chickens in numbers up to 6 ONLY as a "permit only land use" and issue such permits with care to those who have signed and read the limitations of the hobby within the city. This would prevent the acquisition of chickens as a fad or an impulse. I pay a fee to license my dogs. Require a fee to license your chickens. A permitting process should also allow the public to weigh in, if this is a hobby which one neighborhood embraces and one neighborhood rejects.

If you allow 6 chickens but only 3 of any other animal, it would literally be a case of "some animals are more equal than others" You had better be ready to open Pandora's box for all small animal owners within the city.

Respectfully,

Adrienne Dering

26 Maple Ave.

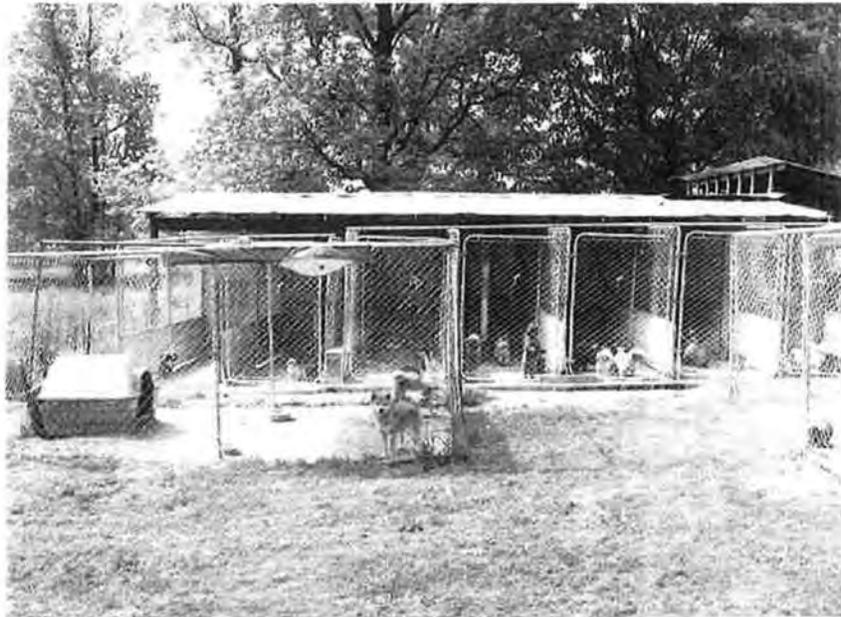
**PLEASE SEE BELOW THREE (3) ATTACHEMENTS FOR YOUR
CONSIDERATION**

ATTACHMENT 1

FOR YOUR CONSIDERATION:

Chicken coop and enclosed run with 6 chickens

Proper dimensions for coop for 6 chickens 4x4 COOP space PER chicken. 10x10 RUN space Per Chicken.
(according to backyardchickens.com)



PUPPY MILL/Backyard breeder

ATTACHMENT 2

EGG Cellent source of PROTIEN??

Top 10 Sources of Veggie Protein

design / layout by:
Q-Mars Imandel
www.facebook.com/viberider

Where do you get your protein?

(brought to you by The GIVE Project)

the
GIVE
project

thegiveproject.org

www.facebook.com/giveproject



Spinach
49% protein



Kale
45% protein



Broccoli
45% protein



Cauliflower
40% protein



Mushrooms
38% protein



Parsley
34% protein



Cucumbers
24% protein



Green Pepper
22% protein



Cabbage
22% protein



Tomatoes
18% protein



Beef
25.8% protein



Chicken
23% protein



Eggs
12% protein

Protein in Meat:

ATTACHMENT 3

One of these is currently **ILLEGAL** in all residential areas of the City... One you are proposing to be legal by **RIGHT!**

(I don't want to see EITHER in my neighborhood!)

Can YOU tell the difference?





The City of Morgantown

Linda L. Tucker
 389 Spruce Street, Room 10
 Morgantown, West Virginia 26505
 Direct: (304) 284-7439 Fax: (304) 284-7525
 ltucker@morgantownwv.gov
 Office of the City Clerk

2015 Municipal Election Report

➤ Election Results:

Wd. 1	George Papandreas	382	Wd. 4	Jenny Selin	904
Wd. 1	Ron Bane	616	Wd. 5	Marti Shamberger	909
Wd. 1	*Rachel Fetty	417	Wd. 6	*Noel Hoffman	631
Wd. 2	Bill Kawecki	839	Wd. 6	Jay Redmond	783
Wd. 2	*Al Bonner	464	Wd. 7	Nancy Ganz	865
Wd. 3	Wes Nugent	893	Wd. 7	* Bill Graham	348

- Indicates Write-in Candidate

➤ Comparative Percentage:

YEAR	REGISTERED VOTERS	BALLOTS CAST	% OF VOTERS
2003	14,747	3,629	16.4%
2005	14,144	1,403	9.9%
2007	13,900	225	1.6%
2009	16,106	1,467	9.1%
2011	16,621	3,699	22.25%
2013	16,622	2,094	12.6%
2015	17,107	1,540	9%

Recommendations to Improve a Traditional Paper Ballot Municipal Election

➤ Suggestions and Concerns of Poll Workers:

- Polling Places are not convenient during City Elections for parking due to school is in session. During Primary and General Elections school is closed and Polling Places are more accessible.
- The City of Morgantown does not offer substantial payment to its poll workers for the amount of hours and work required with paper balloting elections.

- It is even harder to get poll workers when there are no contest on the ballot.

➤ Observances of the Clerk's Office:



- Foremost, the City Clerk's Office perceives a serious need to convert to electronic balloting procedures, as the paper ballot and hand-tallying process is tedious, especially when more modern and simplified voting options are available to date.
- Designate a specific supply pick up time for head commissioners from 1-5pm to avoid a morning rush when supplies are still being organized.
- Give each precinct only their applicable lists of absentee and early voters.
- Make sure that voters are aware their voting precinct with more publicity.
- Those that were collecting signatures noticed that when going door to door residents were afraid to open their doors to talk to those that were getting signatures verified for candidates. This would be a time for Council to discuss having a filing fee instead of signatures and disturbing the privacy of the citizen.

➤ Electronic Voting:

- The City Clerk's Office concurs whole-heartedly with Ms. Blaney's decision and explanation. Because paper balloting is time consuming, outmoded and costly. Combining forces and holding the City's Municipal Election during the General is the right choice to reduce cost and increase voter turnout. We feel this change is necessary and would be the best and most viable option to improve all aspects of the Municipal Election.

➤ Comparative Costs from Past Elections:

- 2005 – 2013 shows costs of the Election Line Items and Poll worker expenses. It does not include payroll or overtime from other City Employees/Departments

- 2015 shows all line items.

YEAR	TOTAL COST	COST PER BALLOT CAST	BALLOTS CAST
*2005	\$20,068.69	\$14.30	1,403
*2007	\$15,044.36	\$67.73	225
*2009	\$15,239.75	\$10.25	1,467
*2011	\$35,831.84	\$9.03	3,699

*2013	\$18,765.51	\$8.96	2,094
2015	\$21,894.07	\$14.21	1,540

Conclusion

The City Clerk’s Office determines that it is not likely voter turnout will show a trend of increased participation unless changes can be made to update and modernize the electoral process. Our primary recommendation would be to make an intergovernmental agreement with Monongalia County to conduct the City’s election at the same time as the State and Federal Primaries.

The fact remains that reliable poll workers have become increasingly hard to secure. In order to attract and retain skilled and knowledgeable workers, Morgantown needs to keep up with the changing times with regard to voting technology and the equally important issue of poll worker compensation. Poll workers have a much easier time dealing with the County’s electronic voting machines than they do with paper ballots at City elections- and yet we pay them less than the County does, while asking them to work longer and harder. This is the number one reason so many of the workers we contacted declined to work our election. Moreover, additional poll workers approached us following the Municipal Election and informed us they would decline to work in the future if the City does not use the Ivos.

Research that the City Clerk’s Office has found shows that the use of electronic voting machines will improve the City of Morgantown elections. Benefits can include, but are not limited to: increased voter turnout, increased voter satisfaction in the electoral process, reduced election worker fatigue, faster return of precinct results after close of polls, and lessened voter wait time at precincts, among others. Changing the Municipal election date to coincide with the May Primaries with the use of the County’s electronic voting machines will lead to an increase in voter turnout over a period of electoral cycles. Studies prove this trend when electronic voting is applied.

When the City of Morgantown takes steps into the future, and makes changes for the betterment of the voters, and can be confident that the sanctity and integrity of the electoral process can only improve. We continue to happily serve the citizens of Morgantown and its Council, and hope that forward progress can be made in this area in the same way that we continue to learn and improve ourselves for the benefit of those we serve.

Attached is Mayor Shamberger questions answered, City Municipal Election Comparison, Election Official Ordinances Pay 2005/2015 and Payroll for 2013/2015 as reference:

Municipal Election Comparison

Updated 11/3/2015

<u>City</u>	<u>Form of Government</u>	<u>% of Recent Voter Turnout</u>	<u>Primary</u>	<u>General</u>	<u>Filing Fee</u>	<u>Petition</u>	<u>Tem Length</u>	<u>Staggered</u>
Morgantown	Manager - Council	9.90%	No	Last Tues. of April, odd yrs.	No	75 Signatures	2 years	No
Barboursville	Mayor - Council	26.66%	No	1st Tues. of June, odd yrs.	No	50 Signatures	4 years	No
Bridgeport	Manager - Council	19%	No	2nd Tues. of June, odd yrs.	\$25	No	4 years	Yes
Charleston	Mayor - Council	20%	County	With County	\$100	No	4 years	No
Clarksburg	Council - Manager	20%	No	1st Tues. of June, every 2nd odd yrs.	Yes	No	4 years	Yes
Fairmont	Manager - Council	35%	No	With County	\$15	No	4 years	No
Grafton	Manager - Mayor	27.96%	Yes	With County	\$25 Optional	25 Signatures or pay fee	4 years	No
Huntington	Mayor - Council	53%	County	With County	Mayor \$250 Council \$60	No	4 years	No
Parkersburg	Strong Mayor	15%	County	With County	No	No	4 years	No
Wheeling	Mayor - Manager	20.19%	County	No	\$50	No	4 years	No

**Upcoming Primary
Dates**

5/10/2016
5/8/2018

**Potential Council
Terms**

7/1/2015 to 6/30/2018
7/1/2018 to 6/30/20

Current Council

Elected 4/28/2015
Next Election 4/28/2017

Term

7/1/2015 to 6/30/2017
7/1/2017 to 6/30/2019

11/3/15 updated LLT

PAYROLL

Poll Workers 2015

Last Updated: 11/18/2015

Memo	P#	Pty	Title	Name	Last Name	Phone #	Address	City, State	Zip	Training	Election Day	Head Comm.	Escort	Miles	Milage	Total Pay
	1						Church of God									
✓	1	R	H C	Jeanne	Strader	276-1968	828 Madison Avenue	Morgantown, WV	26501	\$35.00	\$115.00	\$35.00		8	\$4.60	\$189.60
✓	1	D	COMM	Elora (Jean)	Moore	291-6653	49 Johnson Lane	Morgantown, WV	26508	\$35.00	\$115.00		\$15.00			\$165.00
✓	1	R	CLERK	Marlene	Bishoff	983-2603	320 Sugar Grove Road	Morgantown, WV	26501	\$35.00	\$115.00					\$150.00
✓	1	D	CLERK	Mary	Phillips	328-5479	22 Weeping Willow Rd.	Maidsville, WV	26541	\$35.00	\$115.00					\$150.00
	2						MHS									
✓	2A	D	H C	Joshua	Harrison	216-6070	594 Brockway Avenue	Morgantown, WV	26501	\$35.00	\$115.00	\$35.00		4	\$2.30	\$187.30
✓	2A	R	COMM	William	Boswell	296-7218	1201 Avalon Street	Morgantown, WV	26505	\$35.00	\$115.00					\$150.00
✓	2A	D	CLERK	Mary Jane	Hall	292-7219	15 Elgin Street	Morgantown, WV	26505	\$35.00	\$115.00					\$150.00
✓	2A	R	CLERK	Marsha	Bellotte	983-2540	1562 Chaplin Road	Morgantown, WV	26501	\$35.00	\$115.00		\$15.00			\$165.00
	2						MHS									
✓	2B	R	H C	Pat	Jenkins	292-0788	164 Summer Street	Morgantown, WV	26505	\$35.00	\$115.00	\$35.00		2	\$1.15	\$186.15
✓	2B	D	COMM	Emma	Finch	685-8495	14 Caroline Avenue Apt. 1-A	Westover, WV	26501	\$35.00	\$115.00					\$150.00
✓	2B	R	CLERK	Charles	Bowers	680-4434	222 Arwick Avenue	Morgantown, WV	26501	\$35.00	\$115.00		\$15.00			\$165.00
✓	2B	D	CLERK	Deborah	Saab	906-8465	PO Box 4016	Morgantown, WV	26504	\$35.00	\$115.00					\$150.00
	10						BOPARC Senior Center									
✓	10	D	HC	Dave	Gaston	292-0732	1822 Listravia Avenue	Morgantown, WV	26505	\$35.00	\$115.00	\$35.00		2.4	\$1.36	\$186.36
✓	10	R	COMM	Annabell	Bennett	296-2221	1202 Mountainview Manor	Morgantown, WV	26501	\$35.00	\$115.00		\$15.00			\$165.00
✓	10	D	CLERK	Barbara	Palumbo	685-2424	PO Box 824	Morgantown, WV	26501	\$35.00	\$115.00					\$150.00
✓	10	R	CLERK	Amanda	Steele	449-1273	331 Statler Run Road	Fairview, WV	26570	\$35.00	\$115.00					\$150.00
	13						First Presbyterian Church									
✓	13	D	H C	Deidra	Burns	681-285-5203	40 Wade Street	Morgantown, WV	26505	\$35.00	\$115.00	\$35.00		10	\$5.75	\$190.75
✓	13	D	COMM	Charles	Hibbs	879-5167	PO Box 393	Pentress, WV	26544	\$35.00	\$115.00					\$150.00
✓	13	R	CLERK	Dorothy	Skidmore	598-0435	1266 Bakers Ridge Road	Morgantown, WV	26505	\$35.00	\$115.00					\$150.00
✓	13	D	CLERK	Judith	Wilson	376-1234	PO Box 164	Pentress, WV	26544	\$35.00	\$115.00		\$15.00			\$165.00
	16						BOPARC Senior Center									
✓	16	R	HC	Charylene	St. Clair	288-0679	1664 Brookhaven Road	Morgantown, WV	26508	\$35.00	\$115.00	\$35.00		4.5	\$2.59	\$187.59
✓	16	D	COMM	Lynn	Harper	292-2850	254 Grandview Avenue	Morgantown, WV	26505	\$35.00	\$115.00		\$15.00			\$165.00
✓	16	D	CLERK	Jessica	Wilfong	685-0316	1123 Vista Del Rio Road	Morgantown, WV	26501	\$35.00	\$115.00					\$150.00
✓	16	R	CLERK	Sylvia	Dial	291-5239	160 Theresa Drive	Morgantown, WV	26505	\$35.00	\$115.00					\$150.00
	23						Suncrest United Methodist Church									
✓	23	D	HC	Toni	Jones	319-1223	147 East Hillview Drive	Morgantown, WV	26508	\$35.00	\$115.00	\$35.00		8	\$4.60	\$189.60
✓	23	R	COMM	Linda Ann	Jones	598-5556	420 Pochahontas Avenue	Morgantown, WV	26505	\$35.00	\$115.00		\$15.00			\$165.00
✓	23	D	CLERK	Shirley	Curry	599-3799	421 Lawnview Drive	Morgantown, WV	26505	\$35.00	\$115.00					\$150.00
✓	23	R	CLERK	Nancee	Devlin	599-5482	903 Rawley Avenue	Morgantown, WV	26505	\$35.00	\$115.00					\$150.00
	26						CMA Church									
✓	26	R	HC	Mechelle	Cunningham	276-8027	1321 Sabraton Avenue	Morgantown, WV	26505	\$35.00	\$115.00	\$35.00		2	\$4.50	\$189.50
✓	26	D	COMM	William	Biro	276-2809	367 Spencer Avenue	Morgantown, WV	26505	\$35.00	\$115.00		\$15.00			\$165.00
✓	26	R	CLERK	Dorothy	Calvert	291-8929	1348 Goshen Road	Morgantown, WV	26508	\$35.00	\$115.00					\$150.00
✓	26	D	CLERK	Phyllis	Garlow	599-6848	548 Lake Street	Morgantown, WV	26505	\$35.00	\$115.00					\$150.00

AN ORDINANCE AMENDING SECTION 105.42 OF THE MORGANTOWN CITY CODE, AS THE SAME APPLIES TO COMPENSATION OF ELECTION OFFICIALS AND OTHER EXPENSES.

The City of Morgantown hereby ordains that Section 105.42 of its City Code is amended as follows (New matter underlined, deleted matter struck through.):

105.42 COMPENSATION OF ELECTION OFFICIALS AND OTHER EXPENSES.

Each Head Election Commissioner of the Election shall be allowed the sum of ~~seventy dollars (\$70.00)~~ seventy-five dollars (\$75.00). Each Commissioner and Poll Clerk shall be allowed the sum of ~~sixty dollars (\$60.00)~~ seventy-five dollars (\$75.00) for their services and where a Commissioner also acts as a messenger in calling for and delivering the ballots and supplies for his or her precinct and deliver the ballots, boxes, poll books, tally sheets, etc., back to the City Clerk, he or she shall receive ~~ten dollars (\$10.00)~~ fifteen dollars (\$15.00) in addition to the allowance herein provided. Each Commissioner and Poll Clerk shall also receive an additional ~~fifteen dollars (\$15.00)~~ thirty-five dollars (\$35.00) for attending a Training Session as mandated by West Virginia Code Section 3-1-46. The Ballot Commissioners shall be compensated for their services in connection with the election in the sum of one hundred dollars (\$100.00) each. The compensation of the election officers, cost of printing ballots, and all of the expenses incurred in holding and making the returns of the election shall be audited by Council and order paid out of the General Fund of the City.

This ordinance shall be effective upon date of adoption.

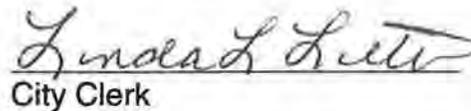
FIRST READING: February 1, 2005

ADOPTED: February 15, 2005

FILED: February 16, 2005

RECORDED: February 16, 2005


Mayor


City Clerk

105.42 COMPENSATION OF ELECTION OFFICIALS AND OTHER EXPENSES.

Each Head Election Commissioner of the election shall be allowed the sum of one hundred fifteen dollars (\$115.00). Each Commissioner and Poll Clerk shall be allowed the sum of one hundred fifteen dollars (\$115.00) for their services and where a Commissioner also acts as a messenger in calling for and delivering the ballots and supplies for his or her precinct and delivers the ballots, boxes, poll books, tally sheets, etc., back to the City Clerk, he or she shall receive thirty-five dollars (\$35.00) in addition to the allowance herein provided. Each Commissioner and Poll Clerk shall also receive an additional thirty-five dollars (\$35.00) for attending a training session as mandated by West Virginia Code 3-1-46. The Ballot Commissioners shall be compensated for their services in connection with the election in the sum of one hundred dollars (\$100.00) each. The compensation of the election officers, cost of printing ballots, and all of the expenses incurred in holding and making the returns of the election shall be audited by Council and order paid out of the General Fund of the City.

(Ord. 15-05. Passed 2-3-15.)

REGULAR MEETING November 17, 2015: The regular meeting of November 17, 2015 at 7:05 p.m.

PRESENT: City Manager Jeff Mikorski, City Clerk Linda Tucker, Mayor Marti Shamberger, City Attorney Ryan Simonton, Assistant City Manager Glen Kelly and Council Members: Rone Bane, Deputy Mayor Bill Kawecki, Wes Nugent, Jenny Selin, Jay Redmond, and Nancy Ganz.

The meeting was called to order by Mayor Shamberger.

APPROVAL OF MINUTES: Minutes from the November 3, 2015 will be approved at the December 1st meeting.

CORRESPONDENCE: Mayor Shamberger welcomed Boy Scout Troop 44 and Political Science Class to the meeting. Mayor Shamberger read a proclamation encouraging citizens to support “Small Business Saturday” on November 28, 2015.

PUBLIC HEARING: There were no Public Hearings.

UNFINISHED BUSINESS:

BOARDS AND COMMISSIONS:

1. Council to interview BZA Candidates at Special Meeting on December 1, 2015 at p.m.
Council by acclamation approved to have a Special Meeting to interview Candidates.
2. Planning Commission there were no applicants; Council re-appoint members at 11/17/15 meeting.
Council by acclamation reappointed Carol Pyles (7thwd); Mike Shuman; (5thwd) and William Petros (4thwd).
3. Council to re-appoint two commissioners to Sister Cities Commission 11/17/15 meeting.
Council by acclamation reappointed Helene Friedberg and Zhengjun Wang.
4. City Clerk informed Council that the Morgantown Housing Advisory & Sister Cities is still being advertised.

PUBLIC PORTION:

Mayor Shamberger declared the Public Portion open.

Bill Case, 472 Lawnview Drive, thanked Council for addressing funding issues for our Police Department and Streets.

Susan Case, 472 Lawnview Drive, noted that even though a small percentage of people vote in City Election; Council was selected by a Democratic process. She stated that many people are not pleased at the efforts to remove council who we elect. She agrees with Council’s decision of a User Fee and think Council is doing a good job. Ms. Case handed her information as part of the record. **(Exhibit A)**

Gene Perilli, Property Owner, requested that the City do something about the garbage situation at the apartment complex he owns.

Mark Furfari, 1435 Roosevelt, commented that the Aquatic Center will be beautiful and the City should be prudent in their involvement. He noted that with University Avenue closed for four months it must have cost the City lots of money. He mentioned that being a Councilor and getting criticized by the community is tough. He requested from the City to get the information on the User Fee out early. He agrees with Mr. Perilli on the garbage issue, the City needs a resolution to this ongoing problem.

Ron Justice, 741 Johnson Avenue, Member Mylan Park Board, asked the City and Council to collaborate with them on the new Aquatic Center.

Cliff Southerland, 75 Wharf Street, Member Mylan Park Board, stated that the economic benefit received from the Aquatic Center and Track will be millions of dollars in tourism. He urged Council to seriously think about this collaboration.

Rachel Fetty, 131 Waitman, stated that the Aquatic Center will be very nice; but the site is so far away for my family. She noted that money needs to go to improve what is in the downtown, such as; Library, BOPARC Facilities or a Rec Center.

There being no more appearances, Mayor Shamberger declared the Public Portion closed.

SPECIAL COMMITTEE REPORTS: No Reports

NEW BUSINESS:

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION LEASING OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT: The above entitled Ordinance was presented for first reading.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION LEASING OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT.

City Manager explained, motion by Nugent, second by Ganz, to approve the above entitled Ordinance to second reading. Motion carried 7-0.

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

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

City Manager explained, motion by Bane, second by Redmond, to pass the above entitled Ordinance to second reading. Motion carried 7-0.

AN ORDINANCE AMENDING THE FY 2015-2016 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 above entitled Ordinance was presented for first reading.

AN ORDINANCE AMENDING THE FY 2015-2016 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.

City Manager explained, motion by Selin, second by Ganz, to pass the above entitled Ordinance to second reading. Motion carried 7-0.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENT TO FUND A MORGANTOWN BICYCLE SIGNAGE AND FACILITIES TRANSPORTATION ALTERNATIVES PROGRAM: The above entitled Resolution was presented for first reading.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENT TO FUND A MORGANTOWN BICYCLE SIGNAGE AND FACILITIES TRANSPORTATION ALTERNATIVES PROGRAM.

City Manager explained, motion by Selin, second by Ganz, to pass the above entitled Resolution. Motion carried 7-0.

CITY MANAGERS REPORT:

Information:

1. Fire Service Fee collections process

In an effort to provide information to City Council on the actions that the City takes to improve the collection rates for fees, I have attached a timeline (**Exhibit B**) that we work through with property owners that have been delinquent on fire service fees. As you can see, we follow up bills with two certified letters and then provide a third letter when the City places a lien on the property. We are in the process of placing liens on twenty-one property's that total \$65,068.73 in delinquent fees.

New Business:

2. Main Street Morgantown request for amended funding

For the last eleven months, Main Street Morgantown has not had an Executive Director in place, reducing the amount of funds that we will provided for operations of the organization. They have made a request to use \$5,000 of the amount that will be not used for salary and personnel operations for additional promotional funds to improve business activity in the Downtown Business District. I recommend City Council approve the change in donations, outlined in their budget request, to provide Main Street Morgantown to allow additional promotional funding for Downtown Morgantown.

After discussion and City Managers explanation, motion by Councilor Nugent, second by Councilor Redmond to approve the funding of \$5,000 to Main Street. Motion carried 5-2(Mayor Shamberger and Councilor Ganz voted No).

REPORT FROM CITY CLERK: City Clerk, Linda Tucker, announced that the WVML Meeting would be held on January 17th & 18th, 2016 instead of February and January 19, 2016 would be the Election Seminar.

REPORT FROM CITY ATTORNEY:

No Report

REPORT FROM COUNCIL MEMBERS:

Councilor Bane:

No Report

Deputy Mayor Kawecki:

No Report

Councilor Nugent:

Councilor Nugent noted the Wiles Hill Highland Park Neighborhood Meeting will be held on November 18, 2015. He reminded everyone to shop on November 28th downtown, "Small Business Saturday".

Assistant City Manager Glen Kelly:

Glen Kelly stated that the Attorney General's office is checking issues out with the Public Service Commission.

Councilor Selin:

Councilor Selin appreciates the work being done in advance on the User Fee. She requested for the next COW Agenda the PSC and Republic to address issues with both entities. She noted enjoyed seeing Oliver; Elegant Alley Cat is open and Botanical Garden has a master plan.

Councilor Redmond:

No Report

Councilor Ganz:

Councilor Ganz commented that travel checks can be done by TSA at Mylan. She noted that she has mixed feelings about the Aquatic Center at Mylan Park. She announced that Suncrest Neighborhood Association will meet first week of December. She wanted residents to know while away during holiday for safety reasons our Police Department has a Neighborhood Watch. She stated that residents could call 304-284-7422 to give their information or go to our web site.

Mayor Shamberger:

Mayor Shamberger announced she attended the Veterans Day event at Morgantown High School. She thanked those that have been working on the property at Woodburn. She attended Oliver; reminded Council the date change of the WVML Mid-Winter Conference and wished all a Happy Thanksgiving.

ADJOURNMENT: There being no further items of business or discussion, motion by Selin, second by Ganz to adjourn. Motion carried by unanimous consent at 8:40 p.m.

City Clerk

Mayor

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

Statement to City Council, Nov. 17, 2015

My name is Susan Case, and I live at 472 Lawnview Drive in Morgantown.

There's a lot of talk about how unfortunate it is that only a small percentage of people come out to vote in City Council elections, or are willing to get involved in any way in civic affairs.

But no matter how many people voted, this City Council was elected by a democratic vote of the people of Morgantown. Many people I've talked to are not at all pleased at the efforts to remove council members who we elected, by going to court over old issues that have been addressed and settled through the proper channels.

Elections matter. Yes, anyone has the right to file suit against someone else, but that doesn't make it the right thing to do. There are no good grounds for it, and the only end result will be to discourage good people from getting involved.

Also, I totally support the user fee, and so do many other people. Something needed to be done, and yes, it would have been nice to base it on income so people who make less wouldn't have to pay the full \$3 a week.

But, you didn't have that alternative under West Virginia law. And I haven't heard anyone propose another solution that would have had the same result. So I approve of this fee and so do many other people.

I think we will all appreciate it when our streets are paved and our police force is increased. We badly need these things, and it's only fair to spread the cost as widely as possible.

Overall, I think this Council has done a very good job of sticking to the positive work of making Morgantown a better place to live, and I thank you all very much for your service.

Thank you.

Susan Case

472 Lawnview Drive

Morgantown

FIRE FEE TIME LINE PROCEDURES

FIRE FEES BILLING CYCLE IS JULY 1 THROUGH JUNE 30	
BILLING IS USUALLY THE FIRST WEEK OF JULY (INVOICES ARE MAILED AND POSTED ANY PREPAID AMOUNTS ARE APPLIED TO THE ACCOUNTS)	First Bill
AUGUST 15TH DISCOUNT DATE (5% DISCOUNT IF PAID IN FULL) (ALL PAYMENTS MUST BE POSTED BEFORE DISCOUNT IS ADDED IN THE SYSTEM)	
JANUARY 1ST A NOTICE OF BALANCE DUE ON ACCOUNT IS SENT (2ND HALF OR BALANCE IS MAILED FIRE FEE NOTICE)	Second Bill
FEBRUARY 15TH A 5% PENALTY IS ADDED TO ALL UNPAID BALANCES (ALL PAYMENTS MUST BE POSTED BEFORE PENALTY IS ADDED TO THE ACCOUNT)	
NOTICE IS SENT THAT A 5% PENALTY HAS BEEN ADDED TO THE ACCOUNT IN LETTER FORM AND NOTICE FORM (15 DAYS TO RESPOND.)	1st Letter
CERTIFIED LETTER INFORMING A LIEN MAY BE FILED ON REAL PROPERTY LOCATED WITH IN THE MUNICIPAL CORPORATE LIMITS FOR UNPAID AND DELINQUENT FIRE SERVICE FEES. (ENCLOSED WILL BE AN ACCOUNTING OF THE DELINQUENT FIRE FEES.)	2nd Letter (Certified)
NINETY (90) DAYS FROM THE DATE THE NOTICE WAS RECEIVED A LIEN MAY BE FILED AT THE MONONGALIA COUNTY COURT HOUSE.	3rd Letter (Certified)

Boards & Commissions Available Positions

Board/Commission	Vacancy(s)	Name of Applicants	Res./Non Res.	Ward	Code Sec.	Other
Board of Zoning Appeals	2	Leanne Cardoso	Resident		1389.01	Appt. 12/1
		James Shaffer	Resident		1389.01	Appt. 12/1
Morgantown Housing	1		Res/Real Estate		160.03	Advertise
Sister Cities	1	Mike Wolfe	Resident		172.02	Appt. 12/1
Code Sec. Attached						
Urban Landscape will be updated 1st of the year, per Marchetta Maupin. (Code Sec.163)						

**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.*

11/19/2015

Linda Tucker

From: MICHAEL WOLFE <mike.wolfe304@comcast.net>
Sent: Friday, November 20, 2015 4:01 PM
To: Linda Tucker
Subject: Re: Interview for BZA

I'd be happy to serve on the Sister Cities Commission.

V/r,
Mike

mike.wolfe304@comcast.com

Sent from XFINITY Connect Mobile App

----- Original Message -----

From: Linda Tucker
To: MICHAEL WOLFE
Cc: City Council.GOV, Jeff Mikorski
Sent: November 20, 2015 at 3:53 PM
Subject: RE: Interview for BZA

Mike, we have an opening on our Sister Cities Commission if you wish to serve on that?:) I am sorry for the confusion☺ If you are not interested in Sister Cities I keep applications on file for 6 months and will be checking back with you as other openings occur. Thank you☺

From: MICHAEL WOLFE [mailto:mike.wolfe304@comcast.net]
Sent: Friday, November 20, 2015 3:36 PM
To: Linda Tucker <ltucker@morgantownwv.gov>
Subject: Re: Interview for BZA

Linda,

Thank you and council for the opportunity to interview for the BZA. I however did not realize until Tuesday's meeting that both current members wanted to continue serving. With that in mind and knowing they are good standing members, I respectfully withdrawal my application.

Should council have other opportunities in the future, I am more than willing to volunteer to best serve the city.

Sincerely,
Mike

mike.wolfe304@comcast.net

Sent from XFINITY Connect Mobile App

----- Original Message -----

From: Linda Tucker
To: mike wolfe304
Sent: November 19, 2015 at 4:28 PM
Subject: Interview for BZA

Mike, Council will interview on December 1, 2015 at 6pm in Council Chambers. Is that good for you☺

Linda L. Tucker
Morgantown City Clerk
389 Spruce Street, Rm. 10
Morgantown, WV. 26505
(304)284-7439
ltucker@morgantownwv.gov

Tuesday, November 10, 2015

Michael "Mike" Wolfe
Morgantown WV 26505

Dear Michael "Mike",

This letter is to provide you an update on a request to the Morgantown, received on Tuesday, November 03, 2015.

REQUEST SUMMARY

Contact Details

From: Michael "Mike" Wolfe
Email: mike.wolfe304@comcast.net
Telephone: 3042124795
Language Preference:
Address 1: 546 Junction Street
Address 2:
City: Morgantown
State: WV
Zip Code: 26505
Pref. Method of Response: E-Mail

Question and Responses

Are you a Morgantown resident?:
Yes

If Yes, how many years have you lived in the City of Morgantown?:
Since 2004 6 years in total. Just returned to city limits Oct 1 2015

In which City Ward do you reside?:
Third

On which Board, Commission, or Authority are you interested in being a volunteer?:
Board of Zoning Appeals

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

Monongalia County Commission, Director of Homeland Security Emergency
Management Agency & MECCA 911

What type of business are you, or were you, employed in?:
Government & Emergency Services

Do you have professional certifications or licenses?:
WV Accredited Level 3 Emergency Manager (includes emergency planning, response,
recovery, & mitigation)

Do you have any pertinent special interests?:
Serving and volunteering for the betterment of the City of Morgantown.

REQUEST DETAIL

Your request has been assigned to **Heather Carl**.

The status is **Active** with a priority of **Normal**.
If you have further questions about this issue, please contact us.

Sincerely,
Jeff Mikorski
Office of the City Manager

ARTICLE 1389
Board of Zoning Appeals

1389.01	Establishment.	1389.04	Conditional uses.
1389.02	Powers and duties.	1389.05	Judicial review.
1389.03	Variances.		

CROSS REFERENCES

Charter provisions - see CHTR, 6.01
Statutory provisions - see W. Va. Code Art. 8A-8

1389.01 ESTABLISHMENT.

(A) The Board of Zoning Appeals is hereby established and shall consist of five members to be appointed by City Council, all of which shall be residents of the City and three-fifths of such members shall have been residents of the City for at least three years prior to the time of their appointment.

(B) No member of the Board of Zoning Appeals shall be a member of the Planning Commission nor shall any member hold any other elective or appointive office in the City of Morgantown.

(C) The members of the Board shall serve without compensation, but shall be reimbursed for actual expenses incurred in the performance of their official duties. If a vacancy occurs by resignation or otherwise among the members of the Board of Zoning Appeals, City Council shall appoint a member for the unexpired term.

(D) City Council may appoint up to three additional members to serve as alternate members of the Board who shall meet the same eligibility requirements as regular Board members. The term for an alternate Board member shall be three years and Council may appoint alternate members on a staggered term schedule.

(E) An alternate Board member shall serve on the Board when one of the regular members is unable to serve. The alternate Board member shall serve until a final determination is made in the matter to which the alternate member was initially called on to serve.

(F) The Board of Zoning Appeals shall establish rules and procedures for designating an alternate member who shall have the same powers and duties as a regular Board member.

- (3) Would eliminate an unnecessary hardship and permit a reasonable use of the land; and,
- (4) Will allow the intent of the Zoning Ordinance to be observed and substantial justice done.

(B) In the case where a variance is denied by the Board, said application shall not be eligible for re-submittal for one (1) year from the date of said denial. A new application must be, in the opinion of the Board of Zoning Appeals, substantially different from the application denied, or conditions must have substantially changed for the new proposal to be eligible for consideration within one (1) year from said date of denial.

1389.04 CONDITIONAL USES.

(A) No conditional use application under the terms of this Ordinance shall be made by the Board unless after a public hearing the Board shall find that the conditional use is within the fitting character of the surrounding area and is consistent with the spirit, purpose, and intent of the Zoning Ordinance, because:

- (1) Congestion in the streets is not increased;
- (2) Safety from fire, panic, and other danger is not jeopardized;
- (3) Provision of adequate light and air is not disturbed;
- (4) Overcrowding of land does not occur;
- (5) Undue congestion of population is not created;
- (6) Granting this request will not create inadequate provision of transportation, water, sewerage, schools, parks, or other public requirements;
- (7) Value of buildings will be conserved; and,
- (8) The most appropriate use of land is encouraged.

(B) Each applicant must give their own response to these statements as a basis for the Board's evaluation of the request.

1389.05 JUDICIAL REVIEW.

Every decision or order of the Board of Zoning Appeals shall be subject to review by certiorari. Any person or persons jointly or severally aggrieved by any decision or order of the Board of Zoning Appeals may present to the Circuit Court of the County of Monongalia a petition duly verified, setting forth that such decision or order is illegal in whole or in part, and specifying the grounds of the alleged illegality. The petition must be presented to the Court within thirty (30) days after the date of the decision or the order of the Board of Zoning Appeals complained of.

CHAPTER SEVEN - Boards and Commissions

- Art. 145. Planning Commission.
- Art. 147. Water Commission.
- Art. 149. Board of Park and Recreation Commissioners.
- Art. 151. Traffic Commission.
- Art. 153. Human Rights.
- Art. 155. Parking Authority.
- Art. 156. Metropolitan Theatre Commission.
- Art. 157. Sanitary Board.
- Art. 159. Library Board.
- Art. 160. Housing Advisory Commission.
- Art. 161. Housing Authority. (Repealed)
- Art. 162. Woodburn School Redevelopment Commission.
- Art. 163. Urban Landscape Commission.
- Art. 165. Citizens Advisory Committee. (Repealed)
- Art. 167. Historic Landmarks Commission.
- Art. 168. Museum Commission.
- Art. 169. Utility Board.
- Art. 170. Greater Morgantown Metropolitan Area Youth Commission. (Repealed)
- Art. 171. Building Commission.
- Art. 172. Morgantown Sister Cities Commission.
- Art. 175. Employment Provisions.
- Art. 177. Employees' Retirement and Benefit Fund.

ARTICLE 145
Planning Commission

- | | | | |
|--------|---|--------|-----------------------------------|
| 145.01 | Established. | 145.05 | Offices, facilities and expenses. |
| 145.02 | Composition and membership;
vacancies. | 145.06 | Meetings; quorum. |
| 145.03 | Original appointments. | 145.07 | Powers and duties. |
| 145.04 | Officers. | 145.08 | Purpose of article. |

CROSS REFERENCES

- Authority to establish - see CHTR. Sec. 6.01
- Comprehensive Plan - see CHTR. Sec. 6.02
- Vacancies - see CHTR. Sec. 6.04
- State law provisions - see W. Va. Code Art. 8-24-5 et seq.
- President to serve on Traffic Commission - see ADM. 151.02

ARTICLE 147
Water Commission

EDITOR'S NOTE: Former Article 147 was repealed August 16, 1988. The management and control of the Municipal waterworks system has been transferred to the Utility Board established under Article 169.

149.03 VACANCY.

When a vacancy occurs on the Board of Park and Recreation Commissioners by reason of death, resignation, change of residence from the City, expiration of the term or due to any other cause, Council shall appoint a successor or successors, or if there should be no members left on the Board, Council shall appoint successors, and in either event, the appointments shall be for the unexpired term or terms. (Ord. 5-19-81.)

149.04 OATH; PRESIDENT; VICE PRESIDENT; SECRETARY.

(a) After appointment, the members of the Board of Park and Recreation Commissioners shall qualify by taking and filing with the Clerk of the City the oath prescribed by law for public officials, and they shall not be permitted to serve upon the Board until they have so qualified. If any member of the Board shall fail to so qualify on or before the date upon which he should assume the duties of his office, a vacancy shall exist which shall be filled as provided in Section 149.03.

(b) At the first meeting held after the first Board has been appointed, as hereinbefore provided, and thereafter at the first meeting in July of each year, the members of the Board shall organize by electing one of their number president, and another vice president and by electing a secretary who need not be a member of the Board. The secretary shall keep an accurate record of all the fiscal affairs of the Board, and shall keep a minute book in which he shall record the proceedings and transactions of each meeting of the Board. The secretary shall be paid such compensation for his services as the Board shall fix from year to year. The City Finance Director shall be ex-officio treasurer of the Board, and he shall take the oath prescribed by law and shall furnish such bond as may be required by the Board. (Ord. 5-19-81.)

149.05 COMPENSATION.

The members of the Board of Park and Recreation Commissioners shall receive no compensation for their services but they shall be entitled to reimbursement for all reasonable and necessary expenses actually incurred in the performance of their duties as members of the Board. They shall not be personally interested, directly or indirectly, in any contract entered into by the Board, or hold any remunerative position in connection with the establishment, construction, improvement, extension, development, maintenance or operation of any of the property under their control as members of the Board. (Ord. 5-19-81.)

149.06 OFFICE; EMPLOYEES.

Council shall furnish the Board of Park and Recreation Commissioners an office in a City building where it may hold its meetings and keep its records. The Board shall have complete and exclusive control and management of all of the properties which shall be operated in connection with the public park and recreation system for the City, and shall have power to employ such persons as, in its opinion, may be necessary for the establishment, construction, improvement, extension, development, maintenance or operation of the property under its control, at such wages or salaries as it shall deem proper, and shall have full control of all employees. (Ord. 5-19-81.)

facilities of all kinds used as a part of the public park and recreation system or as a means of maintaining places of beauty, education and promoting the health, property, lives, decency, morality and good order of the general public, and particularly of the inhabitants of the City and vicinity; to abate or cause to be abated all nuisances affecting same; to regulate or prohibit the selling of any article, goods, wares or merchandise within the park and recreation system so designated; to regulate or prohibit the placing of signs, billboards, posters and advertisements within the park and recreation system as so designated, or the grounds immediately adjacent thereto; to have the same kept in good order and free from obstruction for the use and benefit of the public; to restrict and prohibit vagrants, mendicants, beggars, tramps, prostitutes or disorderly individuals therefrom; to establish, construct, improve, extend, develop, maintain and operate such parks, parkways, playgrounds, athletic fields, stadiums, swimming pools, skating rinks or arenas and other public park and recreational facilities, whether of a like or different nature, on any grounds controlled by the Board; to acquire for public use by lease or otherwise lands either within or without the corporate limits of the City; to cause any public street, avenue, road, alley, way, bridle path or walkway, which is a part of the public park and recreation system, to be graded, drained and surfaced; to construct, maintain and operate all necessary sewers and water lines in connection with the public park and recreation system; and to do any and all other things or acts which may in any way be necessary, appropriate, convenient or incidental to the use and enjoyment of the public park and recreational system by the general public as a place or places of beauty, education, entertainment and recreation.

(Ord. 5-19-81.)

149.10 RULES AND REGULATIONS; LEGAL COUNSEL.

In order to accomplish the foregoing purposes, the Board of Park and Recreation Commissioners is hereby empowered and authorized to promulgate, and amend from time to time, such rules and regulations as may be necessary, appropriate, convenient or incidental thereto. After codification of such rules and regulations, or any amendments thereto, by ordinance of Council which may provide penalties for a violation thereof, which codification is hereby authorized, the Board shall enforce the same by appropriate proceedings in any proper tribunal of this State, or any county, district or municipality thereof; and shall employ such police officers as it shall deem proper and necessary. The City Attorney shall be the official counsel for the Board and shall advise it on all legal matters, but the Board may, in its own discretion, employ other or additional counsel. (Ord. 5-19-81.)

149.11 FEES.

The Board of Park and Recreation Commissioners may make reasonable charges to the public for the privilege of using any of the recreational facilities provided in the park and recreation system and may use the funds so received for the purpose of establishing, constructing, improving, extending, developing, maintaining or operating the park and recreation system.

(Ord. 5-19-81.)

ARTICLE 151
Traffic Commission

- | | |
|------------------------------------|---|
| 151.01 Established. | 151.03 Officers and rules of procedure. |
| 151.02 Composition and membership. | 151.04 Duties. |

CROSS REFERENCES
Authority to establish - see CHTR. Sec. 4.02

151.01 ESTABLISHED.

There is hereby established and created a Traffic Commission for the City, the official name of which shall be "The Morgantown Traffic Commission".
(Ord. 15-09. Passed 2-17-15.)

151.02 COMPOSITION AND MEMBERSHIP.

(a) The Traffic Commission shall be composed of: a member of Council; one resident from each of the City wards; one resident at-large to represent bicycling; one resident at-large to represent walking; and one Planning Commission member. All ward, at-large and Planning Commission members shall be appointed by Council. Ex-officio Commission members of the Traffic Commission shall include the Police Chief, or his/her designee; the City Engineer, or his/her designee; the WVU Parking Director/Planner or his/her designee; the Director of the Morgantown Board of Park and Recreation Commissioners (BOPARC) or his/her designee; the Director of the Mountain Line Transit Authority or his/her designee; and the Director of the Morgantown Monongalia Metropolitan Planning Organization (MMMPO) or his/her designee.

(b) The ex-officio members shall serve without any specific term and shall serve by virtue of their office, enjoying all rights of membership except a vote. Each Council and Planning Commission members shall serve until his or her current respective term on Council or Planning Commission expires.

(c) The members appointed by ward residency, and the at-large members shall each serve for a term of three years. (Ord. 15-09. Passed 2-17-15.)

151.03 OFFICERS AND RULES OF PROCEDURE.

(a) The City Engineer shall call the first meeting of the Traffic Commission. The Commission shall meet at least once a month, and shall select from its own membership a chairperson.

(b) The Commission shall adopt its own rules of procedure and shall keep minutes of regular and special meetings.
(Ord. 15-09. Passed 2-17-15.)

ARTICLE 153
Human Rights

153.01	Declaration of policy.	153.06	Meetings, bylaws and rules.
153.02	Definitions.	153.07	Commission status and objectives.
153.03	City Human Rights Commission established.	153.08	Powers; functions; services.
153.04	Composition and membership.	153.09	Complaints; procedures.
153.05	Officers.		

CROSS REFERENCES

Authority to prohibit housing discrimination - see
W.Va. Code 8-12-9
State Human Rights Commission - see W.Va. Code Art. 5-11
Local human relation commission - see W.Va. Code 5-11-1

153.01 DECLARATION OF POLICY.

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

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

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

This City policy is based on the recognition and vision that the diversity found in our city brings forth richness in our community, a greater understanding of our world, a multitude of talent to benefit collective needs, and an opportunity for enhanced living and learning for all. Inherent in this policy is a commitment to encourage and endeavor to bring about equal opportunity, mutual understanding and respect for persons of all ages, abilities, ancestry, blindness, color, disability or handicap, ethnicities, familial status, national origins, sex, sexual orientations, races, religion and other backgrounds or orientations.
(Ord. 12-34. Passed 7-17-12.)

153.03 CITY HUMAN RIGHTS COMMISSION ESTABLISHED.

There is hereby established in the City a Human Rights Commission.
(Ord. 12-34. Passed 7-17-12.)

153.04 COMPOSITION AND MEMBERSHIP.

The Human Rights Commission shall consist of seven members to be appointed by City Council. The members shall be residents of and in the City. The Commission may appoint, with the approval of City Council, ex-officio members who shall have the privilege of participation without the right to vote.

Commissioners shall serve for two-year terms beginning with the first meeting after the beginning of the municipal fiscal year. Four of the first seven members shall be appointed to serve terms of two years, while three shall be appointed to serve terms of one year. Thereafter, terms of office for all commissioners will be staggered with two-year terms. Members may be reappointed to subsequent two-year terms.
(Ord. 12-34. Passed 7-17-12.)

153.05 OFFICERS.

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

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

(c) Fiscal Responsibilities: The Human Rights Commission shall not have the authority to maintain any independent banking or other financial account. Any such account, if requested, shall be maintained by the City Manager.
(Ord. 12-34. Passed 7-17-12.)

153.06 MEETINGS, BYLAWS AND RULES.

The Human Rights Commission shall meet as often as is deemed necessary by its members, upon call of the chairman. The Commission shall adopt its own bylaws and rules, subject only to the action of Council.
(Ord. 12-34. Passed 7-17-12.)

153.07 COMMISSION STATUS AND OBJECTIVES.

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

- (h) To create such advisory agencies within the City as in its judgment will aid in effectuating the purpose of this article; to study the problem of discrimination in all or specific fields or instances of discrimination because of race, religion, color, national origin, ancestry, sex, age, blindness or handicap; to foster, through community effort or otherwise, goodwill, cooperation and conciliation among the groups and elements of the population of the City and to make the recommendations to the Commission for the development of policies and procedures, and for programs of formal and informal education, which the Commission may recommend to the appropriate City agency. Such advisory agencies shall be composed of representative residents serving without pay. The Commission may itself make the studies and perform the acts authorized by this subsection. It may, by voluntary conferences with parties in interest, endeavor to eliminate discrimination in all stated fields and to foster goodwill and cooperation among all elements of the population of the City.
- (i) To accept contributions from any person to assist in the effectuation of the purposes of this section and to see and enlist the cooperation of private, charitable, religious, labor and civic and benevolent organizations for the purposes of this section.
- (j) To issue such publications and such results of investigation and research as in its judgement will tend to promote goodwill and minimize or eliminate discrimination; however, the identity of the parties involved shall not be disclosed.
- (k) To advise, consult with, and inform the City Manager on any matter pertaining to inclusivity in the City.
- (l) To support and develop program initiatives to promote residents' awareness and knowledge of both opportunities to increase inclusivity and current barriers which limit community inclusiveness and long-term sustainability.
- (m) To learn about best practices for addressing issues.
- (n) To create and implement an inclusive community plan for the City which increases public awareness of issues; promotes education and understanding, provides, enables, or enhances services; articulates planned collaboration; and promotes public participation.
- (o) To review City plans and policies which contain matters relating to inclusivity.
- (p) To use media and the Internet to frame and convey information about issues, public programs, and service opportunities.
(Ord. 12-34. Passed 7-17-12.)

153.09 COMPLAINTS; PROCEDURES.

The Commission shall inform any individual claiming to be aggrieved by an alleged unlawful discriminatory practice under West Virginia Human Rights Act 5-11-9 that the Commission does not have the power to accept formal complaints of illegal practices. Any individual claiming to be so aggrieved shall be referred to the West Virginia Human Rights Commission for investigation and adjudication of the complaint.
(Ord. 12-34. Passed 7-17-12.)

ARTICLE 155
Parking Authority

- | | |
|--|--|
| <p>155.01 Created.</p> <p>155.02 Jurisdiction.</p> <p>155.03 Composition and membership; vacancies.</p> <p>155.04 Oath of office.</p> <p>155.05 Members' bonds. (Repealed)</p> <p>155.06 Organization and officers.</p> <p>155.07 Powers and duties.</p> <p>155.08 Appointment of special police officers.</p> | <p>155.085 Parking enforcement officers.</p> <p>155.09 Powers relative to parking facilities.</p> <p>155.10 Members not to be interested in contracts.</p> <p>155.11 Certain State law adopted.</p> <p>155.12 Construction of article.</p> |
|--|--|

CROSS REFERENCES

- Municipal public works; bonds - see W. Va. Code Art. 8-16
 Authority to lease off-street parking facilities - see
 W. Va. Code 8-12-12
 Off-street parking - see TRAF. Art. 365

155.01 CREATED.

There is hereby established the Morgantown Parking Authority.
 (1967 Code Sec. 2-108.)

155.02 JURISDICTION.

The construction, acquisition, improvement, extension, equipment, custody, operation and maintenance of all automobile parking facilities, except as otherwise provided by this article, including parking lots, parking buildings, ramps, curb line parking and other parking facilities deemed necessary or incidental to the regulation and control and parking of automobiles is hereby vested in the City Parking Authority, hereinafter referred to in this article as the "Parking Authority".
 (1967 Code Sec. 2-109.)

155.06 ORGANIZATION AND OFFICERS.

As soon after the first day of July of each year as possible the Parking Authority shall hold an annual meeting at which time a chairman and a secretary shall be elected from the membership of such Authority. The chairman shall preside at all meetings of the Parking Authority, shall have the power to call a meeting of such Authority at any time and shall perform such other functions as may be provided for in the rules and regulations and by-laws of the Parking Authority. The secretary shall keep a record of the proceedings of the Parking Authority which shall be considered a public municipal record and shall be available for inspection of any person at all reasonable times. The Finance Director shall be treasurer of the Parking Authority. The treasurer shall be the custodian of the funds of the Parking Authority and shall receive and disburse the same as directed by such Authority.
(1967 Code Sec. 2-113.)

155.07 POWERS AND DUTIES.

The Parking Authority shall have the power and authority within the City to construct, acquire, improve, extend, equip, operate and maintain automobile parking facilities, including parking lots, parking buildings and parking ramps deemed necessary or incidental to provide off-street parking facilities for vehicles within the City, and all such works shall be under the custody, control and supervision of such authority.

Such authority shall have the power to collect revenues therefrom for the services rendered thereby, which revenues shall be delivered to the Finance Director and maintained by him in a separate fund designated as the "Parking Facilities Revenue Fund". The revenues from the operation of off-street parking facilities, after allowance for the cost of maintenance and operation, shall be available for the payment of the interest on and principal of the bonds proposed to be issued, which payments shall be made by the Finance Director, with the approval of Council, and no other expenditures from such Fund shall be made without the approval of Council; except, that the Finance Director may honor requisitions from the Parking Authority for reasonable and necessary expenditures not to exceed the sum of five hundred dollars (\$500.00) in any fiscal year.

The Parking Authority shall have power to take all steps and proceedings, and to make and enter into all contracts or agreements necessary or incidental to the performance of its duties; provided, that any contract involving the expenditure of a sum in excess of five hundred dollars (\$500.00) in any fiscal year, and any contract relating to the financing or the acquisition, construction, extension or equipment of any such works, or the issuance of any bonds, or any trust indenture shall be first approved by Council. Rates or charges for the use of, and for the services rendered by the municipal public automobile parking facilities shall be established by Council.

Parking enforcement officers shall be in uniform and display a badge or other sign of authority.

The salaries of such parking enforcement officers shall be paid by the Parking Authority and the Parking Authority shall retain all income derived from the curblin parking meters.

Parking enforcement officers shall acquire no civil service rights under the civil service rules of the State, shall acquire no rights under the policemen's pension and relief fund provisions of the West Virginia Code, nor shall the limited power delegated to them herein be construed as power or authority of a peace officer.
(Ord. 10-18. Passed 5-18-10.)

155.09 POWERS RELATIVE TO PARKING FACILITIES.

The Parking Authority with reference to automobile parking facilities within the City shall have all of the powers and authorities provided for in West Virginia Code Article 8-16.
(Ord. 10-7-86.)

155.10 MEMBERS NOT TO BE INTERESTED IN CONTRACTS.

No member of the Parking Authority shall become or be directly or indirectly interested in any contract or in the profits to be derived therefrom with the Parking Authority.
(1967 Code Sec. 2-116.)

155.11 CERTAIN STATE LAW ADOPTED.

In the establishing of the Parking Authority, Council does hereby expressly adopt the provisions of West Virginia Code Article 8-16 as provided under the provisions and in accordance with the requirements of West Virginia Code 8-1-6.
(1967 Code Sec. 2-117.)

155.12 CONSTRUCTION OF ARTICLE.

Inasmuch as this article is necessary for the public health, safety and welfare of the residents of the City, it shall be liberally construed to effectuate the purposes thereof.
(1967 Code Sec. 2-118.)

ARTICLE 156
Metropolitan Theatre Commission

- | | | | |
|--------|--------------|--------|-------------------------------------|
| 156.01 | Established. | 156.06 | Meetings. |
| 156.02 | Purpose. | 156.07 | Written reports. |
| 156.03 | Membership. | 156.08 | Freedom of Information Act applies. |
| 156.04 | Vacancies. | | |
| 156.05 | Officers. | | |

CROSS REFERENCES
Authority to establish - see CHTR. 4.02

156.01 ESTABLISHED.

There is hereby established a Metropolitan Theatre Commission for the City.
(Ord. 03-13. Passed 3-18-03.)

156.02 PURPOSE.

The function of the Metropolitan Theatre Commission is to over watch and advise the City Manager and City Council regarding present and future development of the theater, programming, financing of theater projects, and operations of the theater as a whole.
(Ord. 03-13. Passed 3-18-03.)

156.03 MEMBERSHIP.

The Metropolitan Theatre Commission shall consist of nine members. Seven of the members shall be residents of the City who shall be appointed by City Council from those members comprising the Commission of the Metropolitan Theatre Preservation Foundation at the date of adoption of this article. Each of the seven members shall serve a term of four years. Upon the conclusion of that four-year period, subsequent reappointments or new appointments will be for terms as follows:

Two members for a one-year term

and

Two members for a two-year term

and

Three members for a three-year term.

City Council shall determine at the conclusion of the initial four-year term which members of the Commission shall be assigned to the terms indicated above.

Upon the expiration of the terms specified above, all subsequent appointments shall be for a term of three years each.

ARTICLE 157
Sanitary Board

EDITOR'S NOTE: Former Article 157 was repealed August 16, 1988. The management and control of the Municipal sewerage system has been transferred to the Utility Board established under Article 169.

ARTICLE 159
Library Board

159.01	Established; appointment and term of members; vacancies.	159.05	Donations of cash, property or real estate.
159.02	Compensation.	159.06	Library to be free service.
159.03	Duties.	159.07	Withdrawal of State or federal funds.
159.04	Annual report to be made.		

CROSS REFERENCES

State law provisions - see W. Va. Code Art. 10-1

159.01 ESTABLISHED; APPOINTMENT AND TERM OF MEMBERS; VACANCIES.

There is hereby established a Board of five directors who shall be chosen from the residents of the City, with reference to their fitness for such office, and who shall be appointed by the Mayor with approval of Council. The directors shall hold office for five years from the 1st day of July following their appointment, and until their successors are appointed and qualified; provided, that upon their first appointment under this article, a proportionate number shall be appointed for one year, for two years, for three years, for four years and for five years. Vacancies in the Board shall be immediately reported to the Board of the governing authority and filled by appointment in like manner, and, if an unexpired term for the remainder of the term only. A director may be removed by just cause in the manner provided by the by-laws of the Library Board. Council may remove any director for just cause. (1967 Code Sec. 2-129.)

159.02 COMPENSATION.

No compensation shall be paid or allowed any director.
(1967 Code Sec. 2-130.)

159.03 DUTIES.

The Board of Directors of the library shall:

- (a) Immediately after their appointment, meet and organize by electing one member as president, one member as treasurer and one member as secretary and such other officers as may be necessary. All officers shall hold office for one year and shall be eligible for re-election. The treasurer before entering upon his duties shall give bond to the governing authority in an amount fixed by Council and shall, if requested, give bond to the Library Board in an amount fixed by such Board, which bonds shall be conditioned for the faithful discharge of his official fiscal duties. The cost of such bonds shall be paid from the Library Fund.
- (b) Adopt such by-laws, rules and regulations as are necessary for its guidance and for the administration, supervision and protection of the library and all property belonging thereto as may not be inconsistent with the provisions of the laws of the State.

ARTICLE 160
Housing Advisory Commission

160.01	Established.	160.06	Meetings.
160.02	Purpose and duties.	160.07	Written reports.
160.03	Membership.	160.08	Freedom of information act applies.
160.04	Terms of office.		
160.05	Officers.		

CROSS REFERENCES
Housing Code - see BLDG. AND HOUS. Art. 1751

160.01 ESTABLISHED.

There is hereby established a Housing Advisory Commission for the City.
(Ord. 14-44. Passed 10-21-14.)

160.02 PURPOSE AND DUTIES.

The function of the Housing Advisory Commission is to:

- (a) Serve as the medium for citizen advice and comment on housing issues.
- (b) Provide advocacy for establishing and maintaining diversity in housing types and opportunities.
- (c) Encourage and strengthen collaborative planning and communications between public and private sectors.
- (d) Review, consider, and make recommendations to the City Manager and City Council on all aspects that affect public and private housing.
- (e) Research and discuss housing trends and ideas and make recommendations to the City Manager and City Council regarding housing policy and ordinances.
- (f) Sponsor educational programs on owner and non-owner occupied housing.
(Ord. 14-44. Passed 10-21-14.)

160.03 MEMBERSHIP.

- (a) The Housing Advisory Commission shall consist of thirteen members who shall be appointed by Morgantown City Council as follows:
 - (1) One member of Morgantown City Council;
 - (2) One member from West Virginia University's Off-Campus Housing office;
 - (3) One member from West Virginia University's Office of Student Legal Services;
 - (4) One member from West Virginia University's Student Government;

ARTICLE 162
Woodburn School Redevelopment Commission

- | | | | |
|--------|--------------|--------|----------------------------|
| 162.01 | Established. | 162.06 | Meetings. |
| 162.02 | Purpose. | 162.07 | Written reports. |
| 162.03 | Membership. | 162.08 | Freedom of Information Act |
| 162.04 | Vacancies. | | applies. |
| 162.05 | Officers. | | |

162.01 ESTABLISHED.

There is hereby established a Woodburn School Redevelopment Commission.
(Ord. 13-49. Passed 9-3-13.)

162.02 PURPOSE.

The function of the Woodburn School Redevelopment Commission is to watch over and advise the City Manager and City Council regarding present and future development of the former Woodburn School property, programming, financing of projects, and operations of the property as a whole.
(Ord. 13-49. Passed 9-3-13.)

162.03 MEMBERSHIP.

(a) The Woodburn School Redevelopment Commission shall consist of seven members who shall be appointed by City Council. Each of the seven members shall serve for a three-year term. Upon the conclusion of that three-year period, subsequent reappointments or new appointments will be for terms as follows:

- Two members for a one-year term
- and
- Two members for a two-year term
- and
- Three members for a three-year term

ARTICLE 163
Urban Landscape Commission

- | | | | |
|--------|--------------|--------|-------------------------|
| 163.01 | Established. | 163.06 | Officers. |
| 163.02 | Purpose. | 163.07 | Meetings. |
| 163.03 | Membership. | 163.08 | Appropriation of funds. |
| 163.04 | Term. | 163.09 | Annual report. |
| 163.05 | Vacancies. | | |

CROSS REFERENCES
Authority to establish - see CHTR. Sec. 4.02

163.01 ESTABLISHED.

There is hereby established an Urban Landscape Commission for the City, the official name of which shall be the "Morgantown Urban Landscape Commission".
(Ord. 09-38. Passed 8-18-09.)

163.02 PURPOSE.

The purpose of the Urban Landscape Commission shall be to advise and recommend to the City Manager and/or City Council such plans, programs and projects which in the opinion of the Commission would improve the natural, aesthetic, and environmental quality of life within the City. The Commission shall review and make timely recommendations on all landscape plans accompanying new or reconstructed City buildings, parks, parking lots, trails and other City-owned realty. The Commission shall also appoint a Tree Board, which shall serve in an advisory capacity to the City Manager, when called upon by him/her, in administering the City's Tree and Shrub Ordinance (Article 917). The Commission shall also serve as a resource for the review of private sector projects as requested by the City Manager and/or the Planning Commission.
(Ord. 09-38. Passed 8-18-09.)

163.08 APPROPRIATION OF FUNDS.

Council may appropriate any funds that it deems necessary to carry out any of the proposals set forth by the Urban Landscape Commission. The Commission, with the approval of City Council, may apply for federal and state financial aid in grants or other forms of financial assistance through the City Administration to assist in carrying out any of such proposals or projects. The Commission may also seek financial assistance from organizations or individuals for such purposes in consultation with the City Administration. All Commission funding shall be received and managed by the office of the City Manager.
(Ord. 09-38. Passed 8-18-09.)

163.09 ANNUAL REPORT.

Council may request a yearly report from the Urban Landscape Commission regarding its services provided throughout the previous year. This report may include information, statistics and recommendations which may be deemed of general interest.
(Ord. 09-38. Passed 8-18-09.)

ARTICLE 165
Citizens Advisory Committee

EDITOR'S NOTE: Former Article 165 was repealed by Ordinance 04-32, passed September 22, 2004.

ARTICLE 167
Historic Landmarks Commission

167.01	Establishment.	167.09	Priorities.
167.02	Legislative purpose.	167.10	Commission powers and duties.
167.03	Members; qualifications; term; compensation.	167.11	Restriction on use of property designated as historic landmark.
167.04	Officers; meetings; quorum; rules.	167.12	Notice to County Assessor of designation of historic district.
167.05	Employees.	167.13	Assistance of State agencies; coordination.
167.06	Offices and expenses; other appropriations.	167.14	Notice and public hearing.
167.07	Meeting minutes.		
167.08	Annual report; reports to the Department of Culture and History.		

CROSS REFERENCES

Historic Landmarks Commission - see W. Va. Code Art. 8-26A

167.01 ESTABLISHMENT.

There is hereby established, in the City, the Morgantown Historic Landmarks Commission, hereinafter referred to as the "Commission".
(Ord. 10-7-86.)

167.02 LEGISLATIVE PURPOSE.

Council establishes the Commission in order to promote economic revitalization and improve property values, to enhance the educational, cultural, historical and aesthetic quality of the City and to accomplish the objectives set forth in West Virginia Code Article 8-26A, as amended.
(Ord. 10-7-86.)

167.03 MEMBERS; QUALIFICATIONS; TERM; COMPENSATION.

The Commission shall consist of five members appointed by Council.

- (a) Qualifications. All members shall be residents of the City. One member shall be a member of Council. To the extent such persons are available in the City at the time of appointment, at least two members shall have a demonstrated special interest, experience or education in historic preservation or in professions related to historic preservation, such as history, public history, architecture, architectural history, planning, real estate, American studies, geography, landscape architecture or law.

167.06 OFFICES AND EXPENSES; OTHER APPROPRIATIONS.

Council shall provide the Commission with suitable offices for holding of meetings and the preservation of plans, maps, documents and accounts, and shall provide for the operating expenses of the Commission by appropriating a sum sufficient to defray such expenses. Council shall have plenary power and authority to appropriate funds for expenditure by the Commission to accomplish the purposes of this article. (Ord. 10-7-86.)

167.07 MEETING MINUTES.

The Commission shall keep permanent minutes of all its meetings. The minutes shall record attendance of its members, its resolutions, findings, recommendations and actions. The Commission minutes shall be forwarded to Council within two weeks. The Commission minutes shall be a public record. (Ord. 10-7-86.)

167.08 ANNUAL REPORT; REPORTS TO THE DEPARTMENT OF CULTURE AND HISTORY.

(a) Annual reports shall be prepared and submitted to Council and to the State Historic Preservation Office of the Department of Culture and History within sixty days after the end of the fiscal year or the portion of the fiscal year in the first year of establishment of the Commission. The annual report to Council shall contain the above information as well as budget requests and recommendations.

(b) The Commission shall prepare and submit reports of Commission activities to the Historic Preservation Officer in the Department of Culture and History as required by administrative regulations promulgated by that agency. (Ord. 10-7-86.)

167.09 PRIORITIES.

In addition to such other matters as may be from time to time hereafter specifically requested by Council, the Commission shall make and recommend to Council a detailed plan to protect and foster the preservation of historical landmarks commensurate with growth in the City. (Ord. 10-7-86.)

167.10 COMMISSION POWERS AND DUTIES.

(a) General Powers. To the extent authorized by West Virginia Code Article 8-26A, as amended, the Commission shall act as a regulatory agency with respect to the construction, renovation, alteration or restoration of structures designated as historical landmarks, by the Federal, State or local government. Rules and regulations, including action under subsection (b)(5) and (6) hereof shall have the same effect as ordinances passed by Council until altered, repealed, revoked or amended by Council.

The Commission shall be independent of the City Planning Commission: provided that no rule or regulation of the Commission shall conflict with any plan of such Planning Commission. Prior to any favorable recommendation to Council by the Planning Commission with respect to construction, renovation, alteration or restoration of structures designated by proper authorities as historical buildings, such Planning Commission shall obtain from the Historic Landmarks Commission its certificate of approval with respect to the proposed project.

167.11 RESTRICTION ON USE OF PROPERTY DESIGNATED AS HISTORIC LANDMARK.

Whenever any such commission, with the consent of the property owner, certifies property as being a registered landmark, it may seek and obtain from such property owner an agreement as to such restrictions upon the use of the property as the commission finds are reasonable and are calculated to perpetuate and preserve the features which led it to designate such property as an historic landmark. All such agreements between such commission and the property owner shall be in writing and when duly signed and acknowledged, shall be recorded in the office of the clerk of the county court of the county wherein such landmark is located and when so recorded shall be notification to the assessor of such county of the restrictions therein set forth.

(Ord. 10-7-86.)

167.12 NOTICE TO COUNTY ASSESSOR OF DESIGNATION OF HISTORIC DISTRICT.

When any such commission establishes an historic district, it shall notify the county assessor of the county in which such district or any part thereof is located of the fact of such establishment and the boundaries of the district, together with the restrictions which are applicable to the properties located in such district which have been mutually agreed upon such commission and the owners of the property within such district. The agreement shall be recorded in the same manner as the recordation of agreements between the commission and owners of designated landmarks entered into pursuant to the provisions of Section 167.11 hereof. The county assessor shall take such factors into consideration in assessing the properties therein.

(Ord. 10-7-86.)

167.13 ASSISTANCE OF STATE AGENCIES; COORDINATION.

Upon the request of any such commission, all agencies of the State shall assist such commission in the discharge of its duties and functions.

The Commission shall cooperate and coordinate its activities with the State Historical Society and the State Department of Culture and History, with the view of developing a unified program for the identification, study, preservation and protection of all historic buildings, structures and sites in this State.

(Ord. 10-7-86.)

167.14 NOTICE AND PUBLIC HEARING.

Prior to the designation of an historic district, the Commission shall give reasonable notice and hold a public hearing on the matter.

(Ord. 10-7-86.)

ARTICLE 168
Museum Commission

168.01	Established.	168.07	Appropriation of funds.
168.02	Members.	168.08	Powers and duties.
168.03	Officers.	168.09	Cooperation with State agencies.
168.04	Meetings.	168.10	Annual report.
168.05	Voting.		
168.06	Compensation and reimbursement for expenses.		

CROSS REFERENCES

Authority to establish - see W. Va. Code 8-12-5(38)

Museum commissions - see W. Va. Code 7-11A-1 et seq.

168.01 ESTABLISHED.

There is hereby formed, created and established a municipal museum commission known as the Morgantown Museum Commission (the "Commission"). The Commission is established pursuant to authority granted to the Municipality by Sections 7-11A-1 et seq. of the West Virginia Code. (Ord. 05-06. Passed 3-15-05.)

168.02 MEMBERS.

The Commission shall consist of ten members who shall be appointed by City Council. The terms of the individual Commission members first appointed shall be as follows:

- Two members - 5 years
- Two members - 4 years
- Two members - 3 years
- Two members - 2 years
- Two members - 1 year.

All vacancies shall be filled for the unexpired term only and all other appointments shall be for a term of five years, to commence on the date following the scheduled expiration date of the previous term. At all times one of the ten members of the Commission shall be a member of City Council. All members of the Commission shall be residents of the City. (Ord. 05-06. Passed 3-15-05.)

168.03 OFFICERS.

The Commission shall select from its own membership a chairperson, vice-chairperson and secretary. (Ord. 05-06. Passed 3-15-05.)

ARTICLE 169
Utility Board

<p>169.01 Creation; members; compensation.</p> <p>169.02 Organization.</p> <p>169.03 Powers and duties.</p> <p>169.04 General Manager created; other employees.</p>	<p>169.05 Financial reports; minutes; budget.</p> <p>169.06 Waterworks, sewerage system and stormwater system accounts; personnel policies.</p> <p>169.07 Pension plan.</p>
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CROSS REFERENCES

Combined waterworks and sewage system - see W.Va. Code Art. 8-20

169.01 CREATION; MEMBERS; COMPENSATION.

(a) Upon the issuance of the combined waterworks and sewerage system refunding revenue bonds, the management, control and operation of the waterworks system and the sewerage system of the City shall be vested in the Morgantown Utility Board (the "Board"), created, appointed and functioning as hereinafter provided.

(b) The management, control and operation of the stormwater drainage and sewer system of the City shall be vested in the Morgantown Utility Board.

(c) The Board shall consist of five persons, each of whom shall be residential customers of the Morgantown Utility Board, shall be persons of outstanding reputation, ability and integrity, and shall be appointed by Council. No more than two of the appointees may be citizens of Monongalia County, residing outside of the corporate limits of the City; all remaining appointees shall be citizens and residents of the City. The City Manager shall notify all appointees of their appointment. The terms of such Boardmembers first appointed shall be for one, two, three, four and five years, respectively, from the first day of the month in which appointed. In the event of a vacancy and also within thirty days after the expiration of the term of office of any Boardmember, a successor shall be appointed by Council. All vacancies shall be filled for the unexpired term only and all other appointments shall be for a term of five years, to commence on the date following the scheduled expiration date of the previous term. The Board shall

169.05 FINANCIAL REPORTS; MINUTES; BUDGET.

The Board shall provide reports, at least semiannually, or as otherwise required by law, to the City Manager and Council, indicating the Board's financial condition. The Board shall also, if requested by the Mayor or City Manager provide the City with yearly audited financial statements, minutes of all meetings of the Board, an annual budget and other information as may reasonably be requested. (Ord. 9-1-87.)

169.06 WATERWORKS, SEWERAGE SYSTEM, AND STORMWATER SYSTEM ACCOUNTS; PERSONNEL POLICIES.

Following the defeasance of the water revenue bonds and sewer revenue bonds, all assets and liabilities of the waterworks system and sewerage system, including accounts receivable and accounts payable and all employees thereof, shall be under the management and control of the Board. All assets and liabilities of the stormwater system, including accounts receivable and accounts payable, shall be under the management and control of the Board. Personnel policies and practices and other matters affecting employees of the Board, except pensions, shall be determined by the Board. (Ord. 02-13. Passed 5-21-02.)

169.07 PENSION PLAN.

Upon transfer of the management and control of the employees of the waterworks system and sewerage system to the Board, all such employees shall be under the general pension plan of the City, subject to such adjustments as shall be provided for by resolution of Council. (Ord. 9-1-87.)

ARTICLE 170
Greater Morgantown Metropolitan
Area Youth Commission (Repealed)

EDITOR'S NOTE: Former Article 170 was repealed by Ordinance 14-21.

ARTICLE 172
Morgantown Sister Cities Commission

- 172.01 Established.
- 172.02 Members.
- 172.03 Officers.
- 172.04 Meetings.
- 172.05 Voting.
- 172.06 Compensation and reimbursement for expenses.
- 172.07 Appropriation of funds.
- 172.08 Purpose, powers, and duties.

172.01 ESTABLISHED.

There is hereby formed, created and established a municipal Sister Cities Commission, known as the Morgantown Sister Cities Commission (the "Commission").
(Ord. 10-10. Passed 3-2-10.)

172.02 MEMBERS.

The Commission shall consist of nine members who shall be appointed by City Council. The terms of the individual Commission members first appointed shall be as follows:

- Three members - 3 years
- Three members - 2 years
- Three members - 1 year

All vacancies shall be filled for the unexpired term only. All other appointments shall be for a term consistent with that set for the member position in question, to commence on the date following the scheduled expiration date of the previous term. At all times one of the nine members of the Commission shall be a member of City Council. Two of the members may be ex-officio, non-voting members selected from the Greater Morgantown Area as defined by the jurisdictional boundaries of the Morgantown, Monongalia Metropolitan Planning Organization. At all times, seven members of the Commission shall be residents of the City.
(Ord. 13-03. Passed 2-19-13.)

172.03 OFFICERS.

The Commission shall select from its own membership a chairperson, vice-chairperson, and secretary. (Ord. 10-10. Passed 3-2-10.)

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 14.50 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-48 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.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the zoning classification of the 14.50 acres, more or less, of additional territory that was annexed into the City of Morgantown by Ordinance 15-48 be designated as I-1, Industrial District 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.
2. That the Official Zoning Map be accordingly changed to show said zoning classification.

This Ordinance shall be effective from the date of adoption.

FIRST READING:

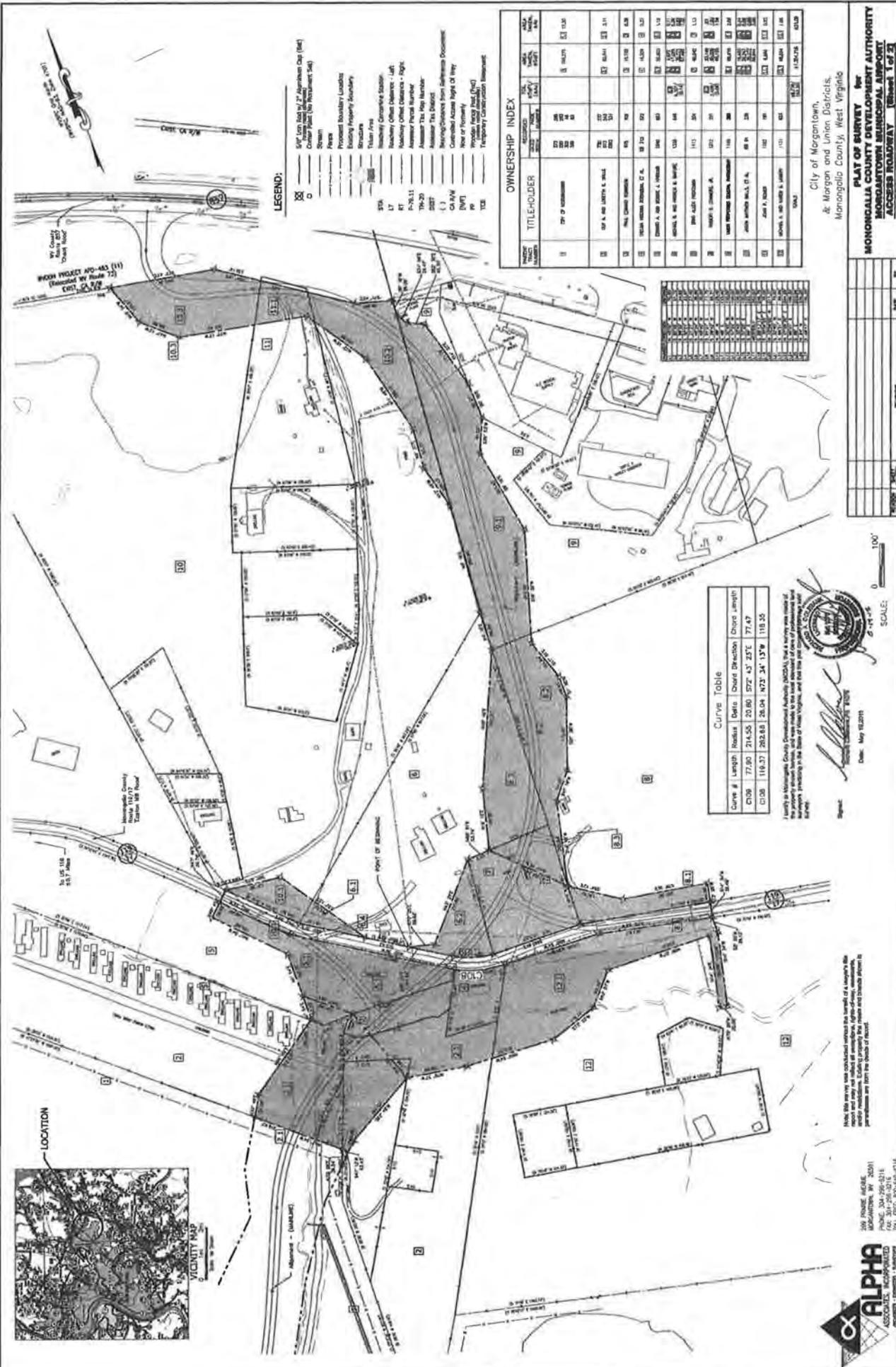
Mayor

ADOPTED:

FILED:

RECORDED:

City Clerk



LOCATION

LEGEND:

- 5/8" Line Ind. 2" Alignment Out (64)
- Color Print (No Treatment Set)
- Shaded
- Proposed Boundary Line/Leads
- Existing Property Boundary
- Structure
- Tree Area
- Utility
- Other Easement - L&L
- Boundary Other Easement - Right
- Assessor Parcel Number
- Assessor Tax Map Number
- Assessor Tax District
- Survey/Distance from Reference Document
- Color of Formerly
- Proposed Right-of-Way
- Proposed Right-of-Way
- Temporary Construction Easement

OWNERSHIP INDEX

PARCEL NUMBER	TITLEHOLDER	ACRES	AREA (SQ. FT.)	AREA (SQ. YD.)	AREA (SQ. IN.)
1	CITY OF MORGANTOWN	0.00	0	0	0
2	DR. A. AND JUDITH S. WALK	0.00	0	0	0
3	DR. A. AND JUDITH S. WALK	0.00	0	0	0
4	DR. A. AND JUDITH S. WALK	0.00	0	0	0
5	DR. A. AND JUDITH S. WALK	0.00	0	0	0
6	DR. A. AND JUDITH S. WALK	0.00	0	0	0
7	DR. A. AND JUDITH S. WALK	0.00	0	0	0
8	DR. A. AND JUDITH S. WALK	0.00	0	0	0
9	DR. A. AND JUDITH S. WALK	0.00	0	0	0
10	DR. A. AND JUDITH S. WALK	0.00	0	0	0
11	DR. A. AND JUDITH S. WALK	0.00	0	0	0
12	DR. A. AND JUDITH S. WALK	0.00	0	0	0
13	DR. A. AND JUDITH S. WALK	0.00	0	0	0
14	DR. A. AND JUDITH S. WALK	0.00	0	0	0
15	DR. A. AND JUDITH S. WALK	0.00	0	0	0
16	DR. A. AND JUDITH S. WALK	0.00	0	0	0
17	DR. A. AND JUDITH S. WALK	0.00	0	0	0
18	DR. A. AND JUDITH S. WALK	0.00	0	0	0
19	DR. A. AND JUDITH S. WALK	0.00	0	0	0
20	DR. A. AND JUDITH S. WALK	0.00	0	0	0
21	DR. A. AND JUDITH S. WALK	0.00	0	0	0
22	DR. A. AND JUDITH S. WALK	0.00	0	0	0
23	DR. A. AND JUDITH S. WALK	0.00	0	0	0
24	DR. A. AND JUDITH S. WALK	0.00	0	0	0
25	DR. A. AND JUDITH S. WALK	0.00	0	0	0
26	DR. A. AND JUDITH S. WALK	0.00	0	0	0
27	DR. A. AND JUDITH S. WALK	0.00	0	0	0
28	DR. A. AND JUDITH S. WALK	0.00	0	0	0
29	DR. A. AND JUDITH S. WALK	0.00	0	0	0
30	DR. A. AND JUDITH S. WALK	0.00	0	0	0
31	DR. A. AND JUDITH S. WALK	0.00	0	0	0
32	DR. A. AND JUDITH S. WALK	0.00	0	0	0
33	DR. A. AND JUDITH S. WALK	0.00	0	0	0
34	DR. A. AND JUDITH S. WALK	0.00	0	0	0
35	DR. A. AND JUDITH S. WALK	0.00	0	0	0
36	DR. A. AND JUDITH S. WALK	0.00	0	0	0
37	DR. A. AND JUDITH S. WALK	0.00	0	0	0
38	DR. A. AND JUDITH S. WALK	0.00	0	0	0
39	DR. A. AND JUDITH S. WALK	0.00	0	0	0
40	DR. A. AND JUDITH S. WALK	0.00	0	0	0
41	DR. A. AND JUDITH S. WALK	0.00	0	0	0
42	DR. A. AND JUDITH S. WALK	0.00	0	0	0
43	DR. A. AND JUDITH S. WALK	0.00	0	0	0
44	DR. A. AND JUDITH S. WALK	0.00	0	0	0
45	DR. A. AND JUDITH S. WALK	0.00	0	0	0
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48	DR. A. AND JUDITH S. WALK	0.00	0	0	0
49	DR. A. AND JUDITH S. WALK	0.00	0	0	0
50	DR. A. AND JUDITH S. WALK	0.00	0	0	0
51	DR. A. AND JUDITH S. WALK	0.00	0	0	0
52	DR. A. AND JUDITH S. WALK	0.00	0	0	0
53	DR. A. AND JUDITH S. WALK	0.00	0	0	0
54	DR. A. AND JUDITH S. WALK	0.00	0	0	0
55	DR. A. AND JUDITH S. WALK	0.00	0	0	0
56	DR. A. AND JUDITH S. WALK	0.00	0	0	0
57	DR. A. AND JUDITH S. WALK	0.00	0	0	0
58	DR. A. AND JUDITH S. WALK	0.00	0	0	0
59	DR. A. AND JUDITH S. WALK	0.00	0	0	0
60	DR. A. AND JUDITH S. WALK	0.00	0	0	0
61	DR. A. AND JUDITH S. WALK	0.00	0	0	0
62	DR. A. AND JUDITH S. WALK	0.00	0	0	0
63	DR. A. AND JUDITH S. WALK	0.00	0	0	0
64	DR. A. AND JUDITH S. WALK	0.00	0	0	0
65	DR. A. AND JUDITH S. WALK	0.00	0	0	0
66	DR. A. AND JUDITH S. WALK	0.00	0	0	0
67	DR. A. AND JUDITH S. WALK	0.00	0	0	0
68	DR. A. AND JUDITH S. WALK	0.00	0	0	0
69	DR. A. AND JUDITH S. WALK	0.00	0	0	0
70	DR. A. AND JUDITH S. WALK	0.00	0	0	0
71	DR. A. AND JUDITH S. WALK	0.00	0	0	0
72	DR. A. AND JUDITH S. WALK	0.00	0	0	0
73	DR. A. AND JUDITH S. WALK	0.00	0	0	0
74	DR. A. AND JUDITH S. WALK	0.00	0	0	0
75	DR. A. AND JUDITH S. WALK	0.00	0	0	0
76	DR. A. AND JUDITH S. WALK	0.00	0	0	0
77	DR. A. AND JUDITH S. WALK	0.00	0	0	0
78	DR. A. AND JUDITH S. WALK	0.00	0	0	0
79	DR. A. AND JUDITH S. WALK	0.00	0	0	0
80	DR. A. AND JUDITH S. WALK	0.00	0	0	0
81	DR. A. AND JUDITH S. WALK	0.00	0	0	0
82	DR. A. AND JUDITH S. WALK	0.00	0	0	0
83	DR. A. AND JUDITH S. WALK	0.00	0	0	0
84	DR. A. AND JUDITH S. WALK	0.00	0	0	0
85	DR. A. AND JUDITH S. WALK	0.00	0	0	0
86	DR. A. AND JUDITH S. WALK	0.00	0	0	0
87	DR. A. AND JUDITH S. WALK	0.00	0	0	0
88	DR. A. AND JUDITH S. WALK	0.00	0	0	0
89	DR. A. AND JUDITH S. WALK	0.00	0	0	0
90	DR. A. AND JUDITH S. WALK	0.00	0	0	0
91	DR. A. AND JUDITH S. WALK	0.00	0	0	0
92	DR. A. AND JUDITH S. WALK	0.00	0	0	0
93	DR. A. AND JUDITH S. WALK	0.00	0	0	0
94	DR. A. AND JUDITH S. WALK	0.00	0	0	0
95	DR. A. AND JUDITH S. WALK	0.00	0	0	0
96	DR. A. AND JUDITH S. WALK	0.00	0	0	0
97	DR. A. AND JUDITH S. WALK	0.00	0	0	0
98	DR. A. AND JUDITH S. WALK	0.00	0	0	0
99	DR. A. AND JUDITH S. WALK	0.00	0	0	0
100	DR. A. AND JUDITH S. WALK	0.00	0	0	0

Curve Table

Curve #	Length	Radius	Delta	Chord	Direction	Chord Length
C108	77.80	214.55	20.80	572' 43"	257°	77.47
C109	116.37	263.80	26.04	473' 34"	137°	116.35

I certify that the information contained herein is true and correct to the best of my knowledge and belief, and that I am a duly licensed Professional Engineer in the State of West Virginia, and that this plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of West Virginia.

[Signature]
 Date: May 18, 2018
 SCALE: 1" = 100'

NOTE: This plan was prepared and verified in accordance with the requirements of the Professional Engineering Act of West Virginia, Chapter 24, Article 2, and the rules and regulations of the Board of Professional Engineers, Geologists and Surveyors of West Virginia.

ALPHA
 ASSOCIATES, INC.
 300 PRINCE AVE.
 MORGANTOWN, WV 26501
 PHONE: 304-296-9211
 FAX: 304-296-9212
 WWW.ALPHA-ASSOCIATES.COM

City of Morgantown,
 & Morgan and Union Districts,
 Monongalia County, West Virginia

PLAT OF SURVEY For
MONONGALIA COUNTY DEVELOPMENT AUTHORITY
MORGANTOWN HOSPITAL AIRPORT
ACCESS ROADWAY (Sheet 1 of 2)

NO.	DATE	BY

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 0.76 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-60 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.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the zoning classification of the 0.76 acres, more or less, of additional territory that was annexed into the City of Morgantown by Ordinance 15-60 be designated as B-5, Shopping Center District 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.
2. That the Official Zoning Map be accordingly changed to show said zoning classification.

This Ordinance shall be effective from the date of adoption.

FIRST READING:

Mayor

ADOPTED:

FILED:

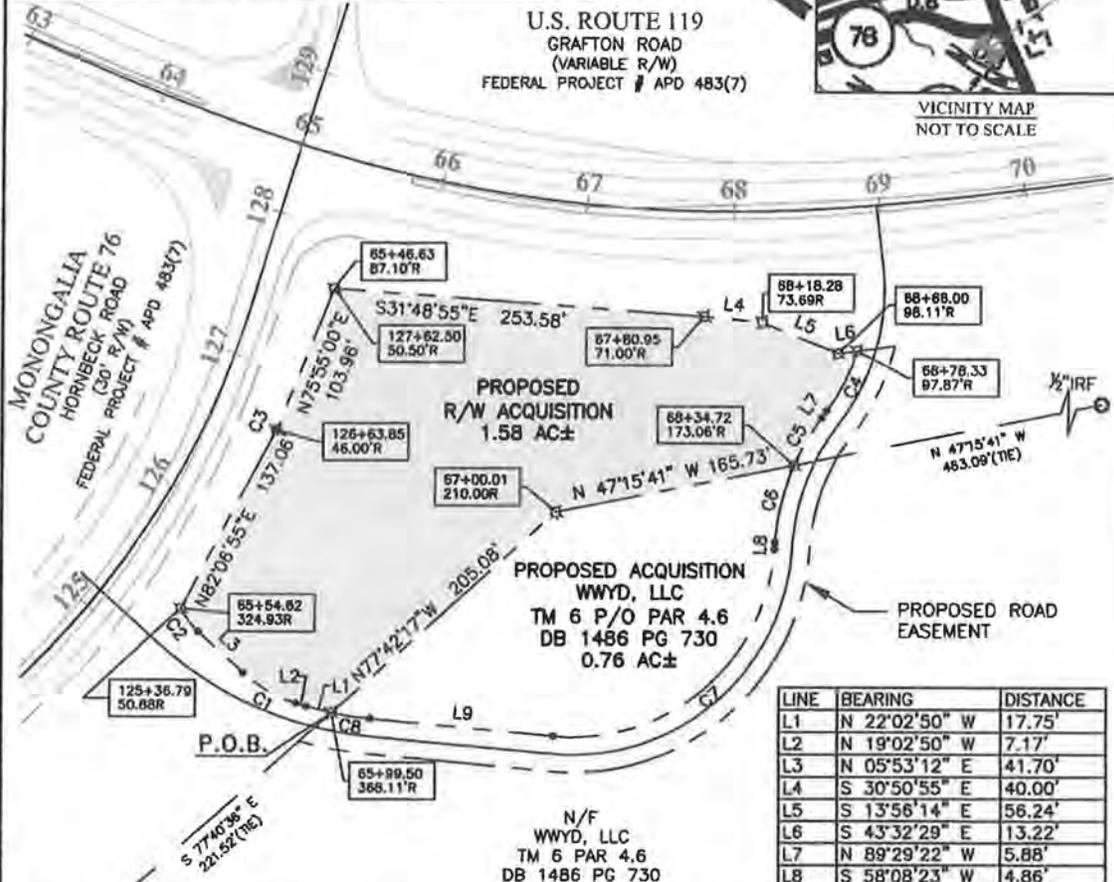
RECORDED:

City Clerk

NOTE: THE TRACTS SHOWN BEING PART OF THE SAME LANDS CONVEYED TO WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ACQUIRED AS PART OF FEDERAL PROJECT # APD 483(7) SHEETS 15 & 16 AND PART OF THE SAME LANDS CONVEYED TO WWYD, LLC FROM 3M REALTY, LLC AS RECORDED IN DEED BOOK 1486 PAGE 730 AT THE OFFICE OF THE CLERK, MONONGALIA COUNTY, WEST VIRGINIA.



VICINITY MAP NOT TO SCALE



LINE	BEARING	DISTANCE
L1	N 22°02'50" W	17.75'
L2	N 19°02'50" W	7.17'
L3	N 05°53'12" E	41.70'
L4	S 30°50'55" E	40.00'
L5	S 13°56'14" E	56.24'
L6	S 43°32'29" E	13.22'
L7	N 89°29'22" W	5.88'
L8	S 58°08'23" W	4.86'
L9	N 30°36'36" W	126.10'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	100.00'	42.01'	N 06°08'55" W	41.70'
C2	50.00'	19.66'	N 17°09'09" E	19.54'
C3	5.00'	0.54'	N 79°00'57" E	0.54'
C4	138.00'	46.28'	S 80°54'09" W	46.07'
C5	165.43'	37.37'	S 83°54'03" W	37.29'
C6	162.00'	54.15'	S 67°42'55" W	53.90'
C7	138.00'	219.78'	N 76°14'07" W	197.28'
C8	238.00'	26.69'	N 27°23'49" W	26.68'

LEGEND/ABBREVIATIONS

P = PROPERTY LINE
 • = POINT
 O = MONUMENT FOUND (AS NOTED)
 (T) = TOTAL
 R/W = RIGHT-OF-WAY
 P.O.B. = POINT OF BEGINNING
 TM = TAX MAP NUMBER
 PAR = PARCEL NUMBER
 P/O = PART OF
 N/F = NOW OR FORMERLY
 IRF = REBAR FOUND (size as noted)
 (S 45° 45' E 100.0') = DEED BEARING & DISTANCE

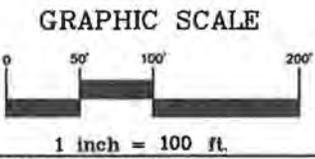


EXHIBIT FOR
CITY OF MORGANTOWN

MISC. INFO: BEARINGS BASED ON WEST VIRGINIA STATE PLANE NORTH ZONE NAD 83 (CORS) TRIMBLE S3 TOTAL STATION ⚡ = 3/4" * 30" REBAR SET	TAX MAP N/A	SHOWING PROPOSED AREA TO BE INCORPORATED
	PARCEL No. N/A	on UNITED STATES ROUTE 119 (GRAFTON ROAD) MONONGALIA COUNTY ROUTE 76 (HORNBECK ROAD)
 THE THRASHER GROUP, INC. 600 WHITE OAKS BLVD. BRIDGEPORT, WV 26330 PHONE 304-624-4108	JOB. No. 030-2431	SITUATE CLINTON DISTRICT MONONGALIA COUNTY SCALE: 1" = 100'
	OWNER: WWYD, LLC	APRIL 2015
REFERENCE: DB PG DB 1486 PG 730	DRAWN: CI	SURVEY:

USER: cir/vha
 LAYOUT: DOH EXHIBIT
 PLOT DATE/TIME: 4/28/2015 - 10:55am
 CAD FILE: R:\030-2431 WWYD- Rt 119 Sheetz\Survey\CITY EXHIBIT.dwg

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 4.20 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-66 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.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the zoning classification of the 4.20 acres, more or less, of additional territory that was annexed into the City of Morgantown by Ordinance 15-66 be designated as B-5, Shopping Center District 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.
2. That the Official Zoning Map be accordingly changed to show said zoning classification.

This Ordinance shall be effective from the date of adoption.

FIRST READING:

Mayor

ADOPTED:

FILED:

RECORDED:

City Clerk

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION LEASING OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached agreement, which is incorporated in this Ordinance by reference, leasing office space to the Federal Aviation Administration at the Morgantown Municipal Airport.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

SMALL SPACE LEASE

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

THE CITY OF MORGANTOWN

Lease No. DTFAEN-16-L-00007
MGW, FTC Managers Office
Morganton, WV

This lease is entered into by and between The City of Morgantown, whose address is Morgantown, WV 26505 and interest in the property hereinafter described is Owner, hereby referred to as Lessor, and the United States of America, hereinafter referred to as the Government or FAA.

WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

1. Terms

1.1. DESCRIPTION (7/14) - The Lessor hereby leases to the Government the following described premises, including parking.

Approximately 155 square feet of office space located in the North Terminal Building at the Morgantown Municipal Airport to be utilized by the FCT manager in support of the Federal Contract Tower Program (FCT).

1.2. LEASE TERM (8/02) - To have and to hold, for the term commencing on October 1, 2016 and continuing through September 30, 2021 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

1.2.1. clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

1.3. CANCELLATION (8/02) - The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a

termination is in the best interest of the Government, on or after October 1, 2016 by giving at least thirty (30) days' notice in writing to the Lessor. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

1.4. RENTAL (7/14) - Rent in the amount of \$ 275.00 per month will be payable to the Lessor in arrears, without the submission of invoices or vouchers, and subject to available appropriations. The rental payments are due on the first business day following the end of the payment period. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a lesser period will be prorated. Checks will be made payable to: The City of Morgantown.

1.4.1. INTEREST FOR LATE PAYMENTS (4/12) (O) - If requested by the Lessor in writing, the Government will pay an interest penalty when payment is not made within 30 days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid monthly in arrears and will be due on the first workday of each month and only as provided for by the lease.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 need not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information, or for other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract.

For payments other than rent, the Lessor shall prepare and submit an invoice to the RECO or the RECO's designated representative for approval not later than 60 days after completion and acceptance of the work. An invoice shall include the following items:

- A. Name and address of the Lessor
- B. Invoice date
- C. Lease Number
- D. Government's order number or other authorization.
- E. Description, price, and quantity of work or services delivered.
- F. Name and address of Lessor official to whom payment is to be sent

- 1.5. **HOLDOVER (7/14)** - If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated base, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquire the property in fee, or vacated the premises.
- 1.6. **LESSOR'S SUCCESSORS (10/96)** - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

2. GENERAL CLAUSES

- 2.1. **ACCESSIBILITY (7/14)** - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations. ABAAS is available at www.access-board.gov.

Subject to the exception set forth herein, separate ABAAS compliant toilet facilities for men and women shall be provided on each floor where the FAA leases space. Separate ABAAS compliant toilet facilities shall not be required if due to the age of the building, design layout, or other structural requirements, it is technically infeasible to do so. In the event the Lessor determines that it is technically infeasible to provide separate ABAAS compliant toilet facilities, the Lessor shall provide the basis for the determination of technical infeasibility in writing to the RECO, together with all supporting documentation.

Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each toilet in the women's restroom, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. No fewer than two drinking fountains shall be provided. One drinking fountain shall be a low unit commonly called a wheelchair unit and one drinking fountain shall comply with standing persons requirements, unless sufficient space is not available to provide both a wheelchair unit and a standing persons unit. In such instance, and subject to the approval of the RECO, a single unit able to accommodate both disabled and non-disabled persons shall be provided.

- 2.2. **CONTRACT DISPUTES (11/03)** - All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek

review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue SW, Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODR within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODR.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

- 2.3. MAINTENANCE OF THE PREMISES (10/96) - The Lessor will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.
- 2.4. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.
- 2.5. NO WAIVER (10/96) - No failure by the Government to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
- 2.6. NON-RESTORATION (10/96) - The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.
- 2.7. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

- 2.8. DELIVERY AND CONDITION (10/96) - Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is ready to occupy.
- 2.8.1. OCCUPANCY PERMIT (7/14) - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Lessor will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the RECO's discretion.
- 2.9. HOLD HARMLESS (10/96) - In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
- 2.10. CLAUSES INCLUDED BY REFERENCE (7/14) - This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.
- A. DEFAULT BY LESSOR (10/96)
 - B. COMPLIANCE WITH APPLICABLE LAWS (10/96)
 - C. OFFICIALS NOT TO BENEFIT (10/96)
 - D. COVENANT AGAINST CONTINGENT FEES (8/02)
 - E. ANTI-KICKBACK (7/14)
 - F. EXAMINATION OF RECORDS (10/96)
 - G. ASSIGNMENT OF CLAIMS (10/96)
 - H. SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (7/14)
 - I. SUBLEASE (10/96)
 - J. INTEGRATED AGREEMENT (10/96)
 - K. EQUAL OPPORTUNITY (10/96)
 - L. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96)
 - M. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)
 - N. UNAUTHORIZED NEGOTIATING (10/96)

3. FINANCIAL CLAUSES

3.1. **CLAUSES INCLUDED BY REFERENCE (7/14)** - This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.

- A. ELECTRONIC FUNDS TRANSFER (EFT) (7/14)
- B. SYSTEM FOR AWARD MANAGEMENT (7/14)
- C. SYSTEM FOR AWARD MANAGEMENT – REAL PROPERTY (1/13)

4. DESIGN AND CONSTRUCTION CLAUSES

4.1. **CONSTRUCTION COORDINATION (8/02)** - A pre-construction meeting shall be held at the facility prior to the commencement of any construction, renovation, remodeling, or repair within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated with the RECO, the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

4.2. **INSPECTION (10/96)** - The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

4.3. WARRANTY OF SPACE (4/12)

- A. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, which space is not limited to that set forth in paragraph A.1 of this lease, but which also shall include spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of this lease, including all extensions thereof, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act (TSCA). The RECO shall notify the Lessor in writing of any failure to comply with asbestos requirements, within 30 days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA regulations for Asbestos.
- B. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances during the time of this lease. If either ACMs or PCBs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action required by the Toxic Substance Control Act, EPA regulations and

state requirements. All facilities constructed prior to 1981 are required to have an asbestos building survey conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.

C. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances during the time of this lease. If either ACMs or PCBs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are required to have an asbestos building survey conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.

1. "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
2. "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

4.4. DOORS (4/12) - Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The FAA shall provide cores.

4.5. LIGHTING (4/12) - Modern, diffused, energy efficient fluorescent fixtures shall be provided at working surfaces that maintain a uniform lighting level of 50 foot candles. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.

4.6. ADHESIVES AND SEALANTS (1/12) - The Lessor shall use adhesives and sealants that contain no formaldehyde or heavy metals.

5. SERVICE, UTILITIES, AND MAINTENANCE

- 5.1. SERVICE, UTILITIES, AND MAINTENANCE OF PREMISES (7/14) - The Lessor shall maintain the leased premises, including outside areas in a clean condition. The Lessor shall provide the labor, materials, equipment and supervision necessary to ensure good repair and tenable condition. The Lessor shall provide the following:
- A. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
 - B. Water (hot and cold) and sewer to leased premises.
 - C. Trash removal for leased premises.
 - D. Utilities to be provided by Lessor at no additional cost to the Government.

- 5.2. HVAC (4/14) - All heating, ventilation and air-conditioning systems that service the leased space must maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained during hours of operation throughout the leased premises and service areas regardless of outside temperatures. For purposes of this paragraph, compliance with ASHRAE standard ANSI/ ANSI/ASHRAE 62-1999 - Ventilation for Acceptable Indoor Air Quality, will meet FAA's requirements for indoor air quality.

In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the lease, the Lessor agrees to service the roof and/or ground mounted HVAC units (check for defects, lubricate, make adjustments, change the filters, cleaned and make other necessary service requirements) every 60 days. Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date). Such service will include checking the temperature ranges (refer to section B4), checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance.

- 5.3. CLAUSES INCLUDED BY REFERENCE (7/14) - This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.

- A. PEST CONTROL (1/15)

6. FIRE PREVENTION AND SAFETY

6.1. CLAUSES INCLUDED BY REFERENCE (7/14) - This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.

- A. ENVIRONMENTAL, OCCUPATIONAL SAFETY AND HEALTH (EOSH) CONSIDERATIONS FOR RENOVATION, CONSTRUCTION AND MAINTENANCE ACTIVITIES (1/15)
- B. EOSH REQUIREMENTS (1/15)
- C. FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS (1/15)
- D. ELECTRICAL SAFETY (1/15)

7. ENVIRONMENTAL CLAUSES

7.1. INDOOR AIR QUALITY (1/15) - The Lessor must control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (CH₂O), are not exceeded. The indicator levels for office area are as follows: CO-less than 5 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 700 PPM (TWA); CH₂O - 0.027 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be required and adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation must be provided in accordance with the latest edition of ANSI/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62, *Ventilation for Acceptable Indoor Air Quality* and ASHRAE Standard 55-2010, *Thermal Environmental Conditions for Human Occupancy*. The indicator levels for office area for Relative Humidity is 20% to 60%; Humidity ratio of <0.0124 (humidity ratio is the amount of water vapor relative to dry air) and for temperature is 68-82° F.

The Lessor must promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining heating, ventilation and air conditioning (HVAC) systems, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

7.2. The Lessor will provide SDS to the FAA facility manager as well as send a copy to the RECO for all chemicals and cleaning solutions prior to their use in the FAA space or other building spaces that might affect air quality in the FAA space. Materials should

contain low or no VOCs and additional ventilation may be required when using chemicals and cleaning solutions.

7.3. CLAUSES INCLUDED BY REFERENCE (7/14) - This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.

- A. GENERAL HEALTH AND SAFETY STANDARDS (8/02)
- B. HAZARDOUS MATERIALS (1/15)
- C. HALON (4/12)
- D. RADON (10/96)
- E. REFRIGERANTS (8/02)

8. ADDITIONAL CLAUSES

General Clauses

8.1. ALTERATIONS (10/96) – The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government subject to the Lessor's approval not to be unreasonably withheld. The parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the Government shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

8.2. EXCUSABLE DELAYS (7/14) –

- A. The Lessor shall not be in default because of any failure to perform this lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor. 'Default' includes failure to make progress in the work so as to endanger performance.
- B. The RECO shall ascertain the facts and extent of the failure. If the RECO determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

Financial Clauses

8.3. CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (7/14)

A. Definitions. As used in this clause

1. "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from SAM clause)
2. "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Fund Transfer.

B. Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the RECO to verify that the offeror is registered in the SAM database.

1. DUNS OR DUNS+4 NUMBER: <Insert DUNs or DUNS+4 Number>

C. If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "System for Award Management-Real Property".

Design and Construction Clauses

- 8.4. LABOR STANDARDS (6/09) – By signing this lease, the Lessor certifies to the RECO that all laborers and mechanics employed or working upon the leased premises will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause;

also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause titled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Lessor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- 8.5. CEILINGS (10/96) - Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.
- 8.6. DISPLAY ADVERTISING (10/96) - If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.
- 8.7. ERECTION OF SIGNS (10/96) - The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the lease.
- 8.8. FLOOR LOAD (4/12) - All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) accepted by the RECO.

Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the RECO. Calculations and structural drawings may also be required.

- 8.9. WINDOW AND FLOOR COVERING (4/12) - All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable (carpet tiles or carpet broadloom) to the FAA. Existing floor and window coverings may be accepted at the discretion of the RECO however; prior to occupancy all carpeting and window coverings shall be cleaned.

At no additional cost to the FAA, the Lessor shall replace carpeting at least every seven (7) years during FAA occupancy or any time during the lease when:

- A. Backing or underlayment is exposed,
- B. There are noticeable variations in surface color or texture, and/or
- C. The condition of the carpet is such that it presents a clear and present danger to pedestrians.

Replacement includes moving and return of furniture including dismantling, moving and re-assembling the FAA's systems furniture if directed by the FAA

- 8.10. WIRING FOR TELEPHONES (10/96) - The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government's.
- 8.11. INSTALLATION OF ANTENNAS, CABLES AND OTHER APPURTENANCES (4/12) - The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.
- 8.12. PAINTING (1/15) - Prior to occupancy, all surfaces must be newly painted with non-lead based paints in colors acceptable to the Government. All surfaces must be repainted after working hours at Lessor's expense at least once every eight (8) years. Such repainting includes the moving and returning of the furniture, including dismantling, moving and re-assembling the Government's systems furniture, if directed by the Government, at the Lessor's expense. Any existing lead based paint shall be properly maintained and managed per existing federal, state and local regulatory requirements. If there is chipping, flaking or peeling paint, it would need to be sampled for lead at the Lessor's expense. If containing lead, it would need to be abated at the Lessor's expense prior to occupancy by the Government. This could be performed either by removal or sealing with an encapsulating material.

Service, Utilities, and Maintenance Clauses

- 8.13. JANITORIAL SERVICES (7/14) – The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.
- A. The Lessor shall select, to the maximum extent practicable janitorial cleaning products and equipment that promote environmental stewardship. At a minimum, the Lessor shall:
 - 1. Use products that are packaged ecologically;

2. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and;
 3. Minimize the use of harsh chemicals and the release of irritating fumes.
 4. Examples of acceptable products may be found at www.gsa.gov/p2products.
- B. SELECTION OF PAPER PRODUCTS - The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's Comprehensive Procurement Guidance (CPG).
- C. SCHEDULE OF CLEANING - Cleaning shall be performed after the hours identified in 5.1 as defined in this lease, unless cleaning during official duty hours is specified as a special requirement. The Lessor shall provide the schedule for the required cleaning services and their frequencies. A suggested schedule is set forth below:
1. Daily:
 - a. Sweep floors using chemically treated absorbent or dusting tools (such as DEX or equal).
 - b. Vacuum all carpeted areas, as needed.
 - c. Empty waste baskets and containers; dispose of waste paper, trash, and other extraneous materials.
 - d. Clean toilet rooms, including toilets, sinks and soap containers. Furnish and maintain constant supply of deodorant material and paper products
 - e. Wash all drinking fountains.
 - f. Refill hand sanitizer dispensers in common areas, where applicable
 - g. In the restrooms:
 - i. Clean restroom fixtures and chrome fittings.
 - ii. Clean and refill all dispensers (including deodorant material)
 - iii. Wet mop restroom floors.
 - iv. Sanitize toilets, toilet seats, and urinals.
 - v. Spot wash walls, partitions, and doors.
 2. Weekly:
 - a. Dust counters, file cabinets, and telephones, and surfaces of all office furniture, fixtures, and window sills (except desk tops).
 - b. Damp mop, and buff all non-carpeted floors.
 - c. Vacuum all carpeted areas.
 3. Monthly:
 - a. Wash waste baskets.
 - b. Damp mop and buff all non-carpeted floors; wax and buff non-carpeted floors.
 - c. Clean or wash walls as needed to present a neat appearance.
 - d. Dust all ledges and flat surfaces within reach.
 - e. Dust and clean all light fixtures.
 - f. Dust and clean all venetian blinds.

- g. Wash restroom walls, partitions, and doors.
- 4. Semi-Annually:
 - a. Wash all exterior office windows.
- 5. Once a Year:
 - a. Strip old wax from all floor space and re wax. This service is to be performed in conjunction with one of the quarterly cleaning schedules.
 - b. Shampoo all carpeted floors.

Within 60 days after occupancy by the Government, the Lessor shall provide the RECO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

8.14. RECYCLING (1/15) - Where state or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the space to be provided, the Lessor must comply with such state and/or local law, code, or ordinance. In all other cases, the Lessor must establish a recycling program for paper, corrugated cardboard, glass, plastics, and metals to the extent practicable and where local markets for those recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space after lease execution.

8.15. MAINTENANCE OF GROUND AND WALKWAY (7/14) - The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises, prior to and during the Government's hours set forth in 5.1.

8.16. LANDSCAPING (1/15)

- A. Landscaping must comply with Government security requirements.
- B. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- C. Landscape management practices must prevent or minimize pollution by:
 - 1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
 - 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. Composting/recycling all yard waste.
- D. The Lessor must use landscaping products with recycled content required by the Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

Fire Prevention and Safety Clause

8.17. SEISMIC SAFETY FOR EXISTING BUILDINGS (10/14) – All existing buildings leased by the Government under this contract must meet the minimum acceptable performance seismic standard of ‘Life Safety’ as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-8, Seismic Standards for Existing Federally Owned and Leased Buildings, Dec 2011. RP-8 is available on-line at (http://wbdg.org/ccb/NIST/nist_gcr11_917_12.pdf) and is available in print from the National Institute of Standards and Technology as NISTIR GCR 11-917-12.

- A. Compliance with Life Safety – The Lessor shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-8. The structural engineer certification shall be in the format of the Government-provided “*Life Safety Compliance/ Seismic Certification*” form. If the building cannot be certified in accordance with RP-8, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the “Life Safety Compliance/Seismic Certification” form. Buildings meeting the requirements of ASCE31-03 using a safety objective of ‘Life Safety’ are considered to meet the Government’s requirement. Alternatively, if the building qualifies as a Benchmark Building in accordance with RP-8 and as certified on the “*Life Safety Compliance/Seismic Certification*” form, it will be deemed to meet minimum seismic requirements.

In the event a building with a certification of life safety/seismic compliance is occupied by the Government and is later determined to not meet the standard indicated on the certification form, the Government at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the Government, notwithstanding any other agreements contained in this lease.

8.18. SEISMIC SAFETY FOR NEW CONSTRUCTION (10/14) – If a Lessor proposes to meet the Government’s requirement by New Construction, or by a Major Renovation to an existing building, then all construction performed under this contract must, as a minimum, be in accordance with the current edition of the International Building Code (IBC). For purposes of this provision, a “Major Renovation” is a renovation where the cost of the project will be more than fifty percent (50%) of the replacement value of the building as of the date of project commencement. Local seismic building codes may be used in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the Government’s acceptance of the building(s) OR SPACE, a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in

the format of the Government-provided *Life Safety Compliance/Seismic Certification* form. When a code equivalency study is required, it shall be attached to the structural engineer's certification. During the design and development stages of construction, all design and engineering documents, including structural engineering calculations shall be made available within twenty-four hours, after a verbal request from Government personnel to review said documents, or in another time frame agreed to in writing by the RECO.

The sole purpose of this clause is to require the Lessor to certify that the end product of any renovation or alteration described in this provision meets the seismic standards of the National Earthquake Hazard Reduction Program (NEHRP), Interagency Committee for Seismic Safety in Construction (ICSSC) Recommended Practice (RP) 8. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event a building with a certification of seismic compliance is occupied by the Government and is later determined to not meet the standard indicated on the "*Life Safety Compliance/Seismic Certification*" form, the Government at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the Government, notwithstanding any other agreements contained in this lease.

8.19. SEISMIC SAFETY FOR EQUIPMENT (4/12) - The lessor shall ensure that building installed equipment is properly anchored to protect personnel during a seismic event, in accordance with DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*, Section 3.3.5, Personnel Safety and Health, and requirements for the seismic zone in which the facility is located.

8.20. FALL PROTECTION (1/15) – The Lessor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders, and within access points to elevated work areas in accordance with FAA Order 3900.19, *FAA Occupational Safety and Health Program*, Chapter 19, 29 CFR 1910 Subpart D, *Occupational Safety and Health Standards (General Industry)*, and 29 CFR 1926 Subpart M, *Safety and Health Regulations for Construction*, and applicable ANSI Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toeboards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced above.

Security Clauses

8.21. FACILITY SECURITY (04/12) - Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this lease. The Lessor shall

Small Space Lease

July 2015

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provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement: NONE.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this lease.

8.22. FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (10/14)

- A. Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States and is not a Legal Permanent Resident (LPR) of the United States.
- B. Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.
- C. Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:
 - 1. Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
 - 2. A risk or sensitivity level designation can be made for the position; and
 - 3. The appropriate security-related background investigation/inquiry can be adequately conducted.
- D. Foreign nationals proposed under this contract must meet the following additional conditions:
 - 1. Provide a current passport and Place of Birth in order to successfully pass a Security background check in accordance with the FAA Order 1600.74, Visitor Policy, and
 - 2. Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.
- E. Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

8.23. LESSOR PERSONNEL SUITABILITY REQUIREMENTS (10/13)

- A. This clause applies to the extent that this lease requires Lessor's employees, agents, subcontractors, or consultants to have unescorted access to FAA:

1. Facilities;
2. Sensitive information; and/or;
3. Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Lessor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.
Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, Appendix A.

- B. Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the lease. Those designated risk levels are NONE.
- C. If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the Lessor will submit to the RECO a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, an OPM Position Designation or FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the Lessor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the Lessor must submit the required information with a transmittal letter referencing the lease number to:

Headquarters Contracts:

Federal Aviation Administration
Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts: Servicing Security Element (SSE)

- D. The Lessor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Lessor's initial submission who is hired into any position identified in paragraph (b) of this Clause.
- E. The RECO will provide notice to the Lessor when any Lessor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Lessor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the Lessor will report the action to the RECO and SSE.
- F. No Lessor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the Lessor employee to begin work.
- G. The Lessor must notify the RECO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of

- VAP. If FAA issued the terminated employee an identification card, the Lessor must collect the card and submit it to the SSE.
- H. The Lessor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.
 - I. The RECO may also, after coordination with the SSE and other security specialists, require Lessor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Lessor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.
 - J. The Lessor and/or subcontractor(s) must contact the SSE (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Lessor becomes aware of any information that may raise a question about the suitability of a Lessor employee.
 - K. Failure to submit information required by this clause within the time required may be determined by the RECO as a material breach of the contract.
 - L. If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.
 - M. The Lessor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.
 - N. Lessor employees who have not undergone a background investigation must be escorted at all times. In some instances, a Lessor employee may be required to serve as an escort. To serve as an escort, a Lessor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

8.24. ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (10/13) -

- A. It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to Lessor employees. Prior to or upon completion or termination of the work required hereunder, the Lessor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When

Lessor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

- B. In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the Lessor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$25.00 for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the Lessor.
- C. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.
- D. The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the Lessor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.
- E. Keys must be obtained from the appropriate line of business who will require the Lessor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Servicing Security Element (SSE), SSC Manager and RECO. Electronic keying cards are handled in the same manner as metal keys.
- F. Each contract employee, during all times of on-site performance at the FTC Administrative Office, Morgantown, WV must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.
 - 1. Prior to any Lessor employee obtaining a PIV Card or vehicle decals, the Lessor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the Lessor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a

fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

2. To obtain the PIV Card, Lessor employee must submit an identification Card/Credential Application (DOT 1681) signed by the Lessor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the Federal Contract Tower Office (FCT). The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the Lessor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The Lessor will be notified when the DOT 1681 has been approved and is ready for processing by the servicing Security Element (SSE). Arrangements for processing the identification cards, including photographs and lamination can be made by contacting the Federal Contract Tower Program Office: Kim Curry, (202) 267-0891.
3. The Lessor must contact the SSE to obtain the procedures that the Lessor's employees must utilize to obtain their PIV Card.

The Lessor is responsible for ensuring final out-processing is accomplished for all departing Lessor employees. Final out-processing must be accomplished by close of business the final workday of the Lessor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

Environmental Clauses

8.25. RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (7/14)

- A. To the extent feasible, the Lessor shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976 (RCRA). As required by this lease or in any succeeding lease entered into by and between the FAA and the Lessor, the Lessor shall use recycled content products as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.
- B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit to the RECO a request for waiver for each non-compliant material. The request for waiver shall be based on one of the following criteria: 1.) the cost of the recommended product is unreasonable; 2.) inadequate competition with respect to

product manufacturers; 3.) compliant items are not available within a reasonable period of time; or 4.) items do not meet the requirements of this lease.

9. CLOSING

9.1. NOTICES - All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO THE LESSOR:
The City of Morgantown

TO THE GOVERNMENT
Federal Aviation Administration
Real Estate & Utilities Group, ALO-620
1701 Columbia Avenue
College Park, GA 30337

IN WITNESS WHEREOF, the parties hereto have signed their names.

THE CITY OF MORGANTOWN

BY _____

Signature

Title

Date

UNITED STATES OF AMERICA

BY _____

Signature/ David M. Henry

Real Estate
Contracting Officer

Title

Date

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 2015 Replacement Pages to the City Code are hereby approved and adopted.

Traffic Code

- 331.03 Duty to Give Information and Render Aid. (Amended)
- Art. 334 Open Container Law. (Added)

General Offenses Code

- 509.05 Criminal Loitering by Persons on Supervised Release. (Added)
- 509.99 Penalty. (Amended)
- 521.99 Penalty. (Amended)

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

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

AN ORDINANCE AMENDING THE FY 2015-2016 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 2015-2016 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, Deputy State Auditor
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26301
 Phone: 627-2415 ext. 5114
 Fax: 627-2417

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)

CONTROL NUMBER
 FY: **2015-2016**
 Fund: **General**
 Rev. No. **2**
 Pg. of No. **1 of 1**

City of Morgantown
 GOVERNMENT ENTITY

389 Spruce Street
 STREET OR PO BOX

Municipality
 Government Type

Person To Contact Regarding Request:

Name: **Jeff Mikorski**

Phone: **304-284-7405**

Fax: **304-284-7418**

Morgantown
 CITY

26505
 ZIP CODE

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
341	Municipal Service Fees		1,170,000		1,170,000
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

1,170,000

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
700	Police Department	7,113,233	468,000		7,581,233
750	Streets and Highways	2,517,019	187,200		2,704,219
444	Contributions / Transfers to Other Funds	2,343,300	514,800		2,858,100
	#N/A				

NET INCREASE/(DECREASE) Expenditures

1,170,000

APPROVED BY THE STATE AUDITOR

BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

**AN AMENDED ORDINANCE ESTABLISHING THE RATES OF COMPENSATION
FOR THE CITY OF MORGANTOWN EMPLOYEES FOR THE FISCAL YEAR 2015-
2016**

WHEREAS, the City of Morgantown is of the opinion it should adjust the rates of compensation for City of Morgantown employees for the fiscal year 2015-2016, as reflected on the attached exhibit:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MORGANTOWN THAT:

1. Employees of the City of Morgantown designated by title or position shall receive the base salary or compensation for fiscal year 2015-2016, as set forth in the attached exhibit.
2. That the attached exhibit shall be considered as the Pay Plan for the City of Morgantown and shall replace Appendix A of the City's Personnel Rules in its entirety.
3. That where there may be errors, omissions, or other irregularities of pay for a given position, the City Manager shall be authorized and directed to correct such errors.

This ordinance for said wages and salaries shall be for fiscal year 2015-2016 and thereafter until amended or repealed and its effective date of operation shall be on and after January 1, 2016.

Any ordinance or the provisions of any ordinance heretofore passed by the City of Morgantown and now in effect which is in conflict with the provisions of this ordinance is hereby repealed insofar as it conflicts with the provisions hereof.

This Ordinance shall be effective January 1, 2016.

FIRST READING:

ADOPTED:

FILED:

RECORDED:

MAYOR

CITY CLERK

**APPENDIX A
CITY PAY PLAN**

TITLE	Base Annual Salary	Base Hourly Rate
FLSA Exempt Employees:		
City Manager		61.00
Assistant City Manager of Operations		46.36
Police Chief		43.24
Finance Director		42.31
City Attorney		41.19
Airport Director		39.40
Fire Chief		39.40
Public Works Director		39.40
Director of Development Services		39.40
Chief Code Enforcement Officer		39.40
Assistant City Attorney		33.05
City Clerk		29.87
Community Development Administrator		28.48
Assistant Public Works Director		28.06
Treasury Manager - Full Time		26.92
Budget & Accounting Manager		26.92
Principal Planner		26.84
Assistant City Engineer		26.81
Staff Engineer		24.15
Municipal Court Clerk		19.43
Communications Manager		18.64
Municipal Court Judge - Part Time	22,305.56	
FLSA NonExempt Employees:		
Treasury Manager - Part Time		26.92
Superintendent II		21.53
Information Technology Specialist II		20.27
Commercial Building Inspector I		19.70
Commercial Building Inspector II		19.70
Commercial Building Inspector III		19.70
Electrical Inspector I		19.70
Electrical Inspector II		19.70
Technician III		19.70
Equipment Operator		18.92
Superintendent I		18.92
Urban Landscape Superintendent		18.92
Master Mechanic		17.89

Executive Assistant for City Manager	17.19
Accounting Clerk IV	16.94
Truck Driver	16.94
Technician II/Maintenance	16.94
Executive Secretary	16.94
Personnel Specialist	16.94
Information Technology Specialist I	16.61
Residential Building Inspector I	16.11
Residential Building Inspector II	16.11
Residential Building Inspector III	16.11
Housing Inspector	16.11
Property Maintenance Inspector	16.11
Mechanic	16.11
Secretary III	15.39
Building Permit Technician	15.39
Rental Housing Technician	15.39
Accounting Clerk III	15.39
Technician II	15.39
Records Supervisor	15.39
Deputy Clerk	15.39
Accounting Clerk II	14.65
Secretary II	14.65
Skilled Laborer	14.65
Accounting Clerk I	13.98
Secretary I	13.98
Laborer	13.98
Clerk	10.96

Fire Department (based on 2912 Hours/Year)

Captain	44.96 <u>15.90</u>
Lieutenant	43.85 <u>14.79</u>
FFFC	42.20 <u>13.14</u>
FF	41.49 <u>12.43</u>
Apprentice FFII	41.18 <u>12.11</u>
Apprentice FFI	40.99 <u>11.93</u>
Recruit	40.75 <u>11.69</u>
Probationary FF	40.62 <u>11.56</u>

Fire Department (based on 2080 Hours/Year)

Captain	23.97 <u>25.47</u>
Lieutenant	22.16 <u>23.66</u>
FFFC	19.53 <u>21.03</u>

Police Department

Captain	27.60	<u>30.41</u>
Lieutenant	23.95	<u>26.48</u>
First Sergeant	22.18	<u>24.56</u>
Sergeant	21.15	<u>22.90</u>
Police Officer First Class	19.49	<u>20.99</u>
Police Officer	18.44	<u>19.94</u>
Probationary Police Officer	16.60	<u>18.10</u>

In addition to the above rates, all employees as of December 31st, whether active or on leave, will receive a \$60.00 gross enhancement paycheck (approximately \$50.00 after required deductions).

AN ORDINANCE AMENDING THE "CONCEPTUAL GROWTH FRAMEWORK MAP" AND THE "LAND MANAGEMENT MAP" OF THE 2013 COMPREHENSIVE PLAN UPDATE, ADOPTED JUNE 18, 2013, BY MODIFYING THE BOUNDARIES OF THE "ENCOURAGED GROWTH" GENERAL CONCEPT AREA ADJACENT TO THE MORGANTOWN MUNICIPAL AIRPORT AS SHOWN ON THE EXHIBITS HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.

WHEREAS, the City of Morgantown has made significant progress toward authorization, preliminary planning and environmental assessment, and material project delivery scheduling of the Morgantown Municipal Airport runway extension project;

WHEREAS, preliminary runway extension project planning has identified the potential increase in the amount of developable acreage around the Airport given significant landscape changes anticipated from extending the runway;

WHEREAS, additional developable acreage around the Airport was not identified until after June 18, 2013 adoption of the 2013 Comprehensive Plan Update and accordingly not reflected in its "Conceptual Growth Framework Map" and "Land Management Map";

WHEREAS, West Virginia State Code Chapter 8A, Article 3, Section 11 establishes procedures to amend a comprehensive plan after adoption; and,

WHEREAS, the Morgantown Planning Commission has, after conducting a public hearing, duly recommended revisions to the "Conceptual Growth Framework Map" and the "Land Management Map" of the 2013 Comprehensive Plan by modifying the "Encouraged Growth" general concept area to include additional acreage around the Airport.

NOW, THEREFORE, the City of Morgantown hereby ordains that the "Conceptual Growth Framework Map" and the "Land Management Map" of the 2013 Comprehensive Plan are amended as described herein and illustrated on the exhibits hereto attached and declared to be a part of this Ordinance to be read herewith as if the same were fully set forth herein.

This ordinance shall be effective upon date of adoption.

FIRST READING:

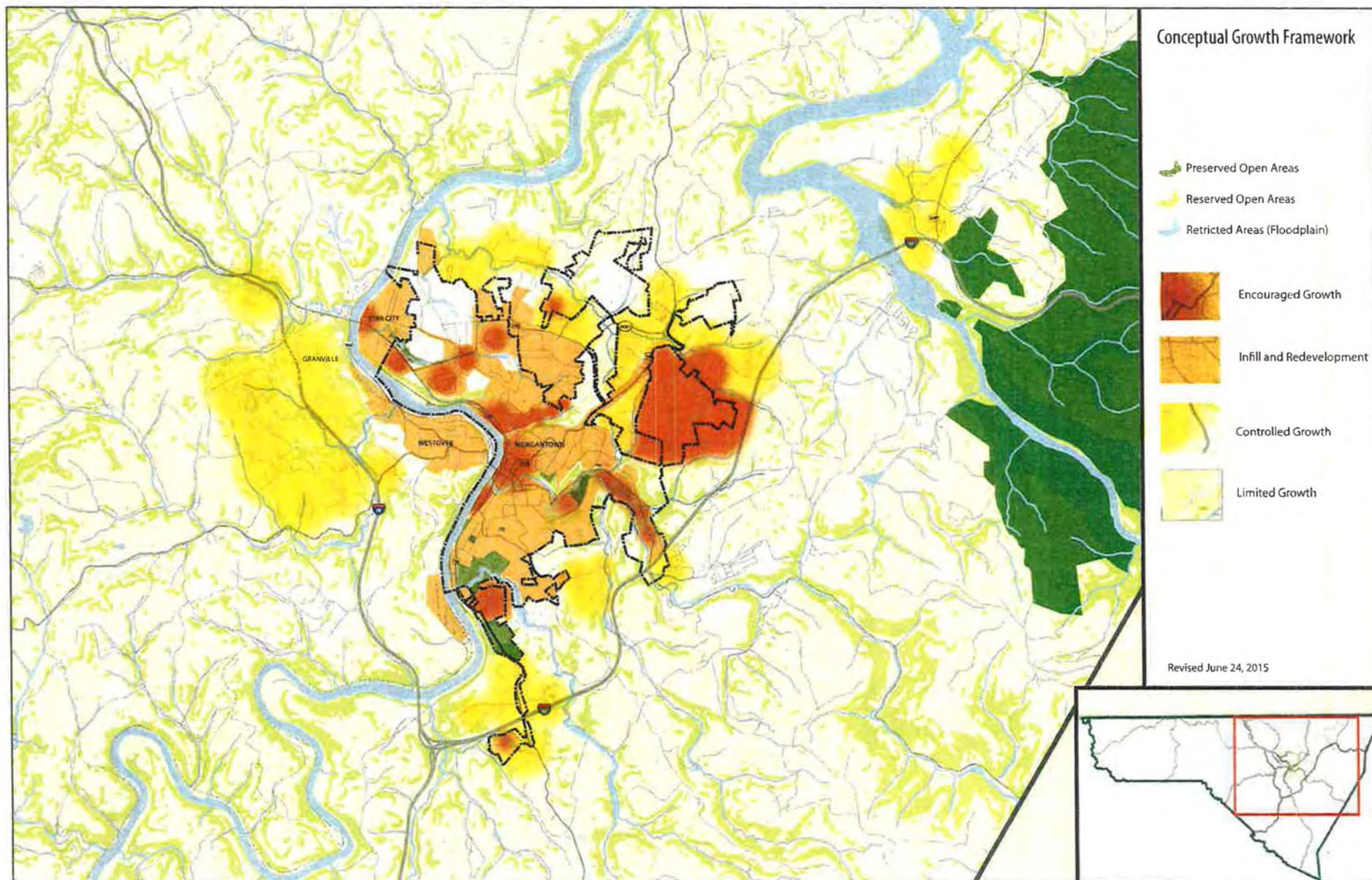
Mayor

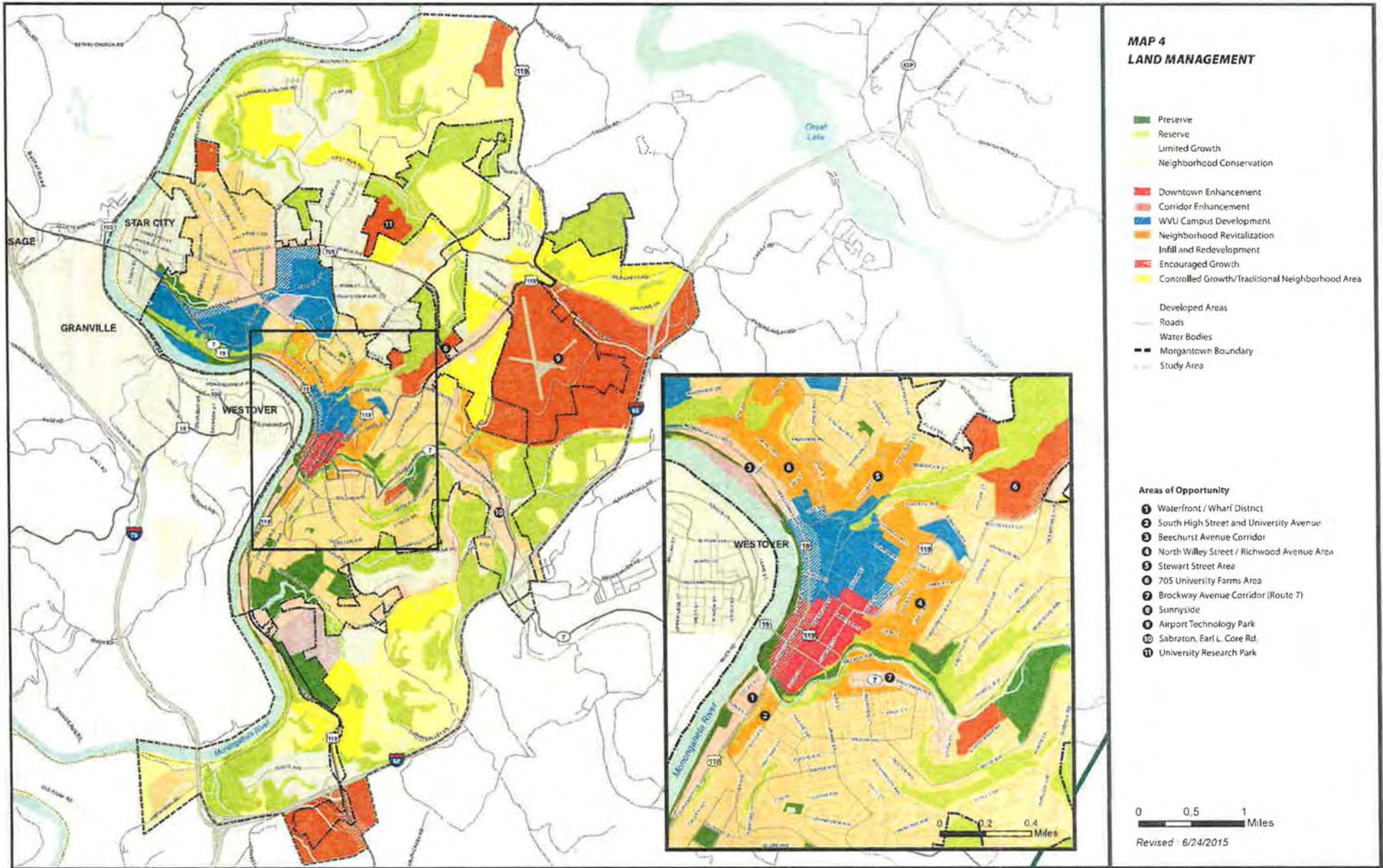
ADOPTED:

FILED:

RECORDED:

City Clerk





ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION FOR 26.65 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 15-67 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.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the zoning classification of the 26.65 acres, more or less, of additional territory, which includes Parcels 19.4, 19.5, and 19.7, Tax Map 7, Morgan District, that was annexed into the City of Morgantown by Ordinance 15-67 be designated as I-1, Industrial District 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.
2. That the Official Zoning Map be accordingly changed to show said zoning classification.

This Ordinance shall be effective from the date of adoption.

FIRST READING:

Mayor

ADOPTED:

FILED:

RECORDED:

City Clerk

EXHIBIT – Annexation Territory

The territory to be annexed by this Petition is the following tract or parcel of real estate, situate, lying and being in Morgan District, Monongalia County, West Virginia, more particularly bounded and described as follows, to-wit:

Parcel One – 2.93 Acres:

BEGINNING at an iron rod an original corner between land now or formerly of Kramer Turner and Millard Mayhew, and in a line of land now or formerly of Darrell J. Hoskins, thence with original Turner line, N. 6° W. 300 feet to an iron rod; thence leaving original line, N. 68° 10' E. 386 feet to a point in a private road (iron rod set 25 feet west of corner); thence with center of said private road, S. 24° 15' E. 300 feet to a point in said road (iron rod set 30 feet west of corner); thence leaving said road, S. 69° 30' W. 480.61 feet to the beginning, containing 2.93 acres, being the same, more or less, as more fully shown on a plat dated March 11, 1976, prepared by Paul W. Guseman, LLS, a copy of which is recorded in the office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 772, at page 418.

And being the same property conveyed as “Parcel One: 2.93 acres” in a deed from East Park, LLC to Airpark, LLC of record in the office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 1377, page 298.

Parcel Two – 10.16 Acres:

BEGINNING at a point on the Eastern side of the road, at a post in the fence line; thence S. 69° 43' W. 404.70 feet to an iron pin; thence along the dividing line with the City of Morgantown, N. 4° 38' W. 1162.26 feet to a point; thence S. 79° 38' E. 471.96 feet, along the dividing line with the City of Morgantown, to a point; thence S. 0° 34' E. 933.29 feet to the point and place of beginning, as more fully set forth on a plat of said property hereby conveyed, which plat is recorded in the office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 806, at page 98.

And being the same property conveyed as “Parcel Two: 10.16” acres in a deed from East Park, LLC to Airpark, LLC of record in the office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 1377, page 298.

Parcel Three – 13.56 Acres:

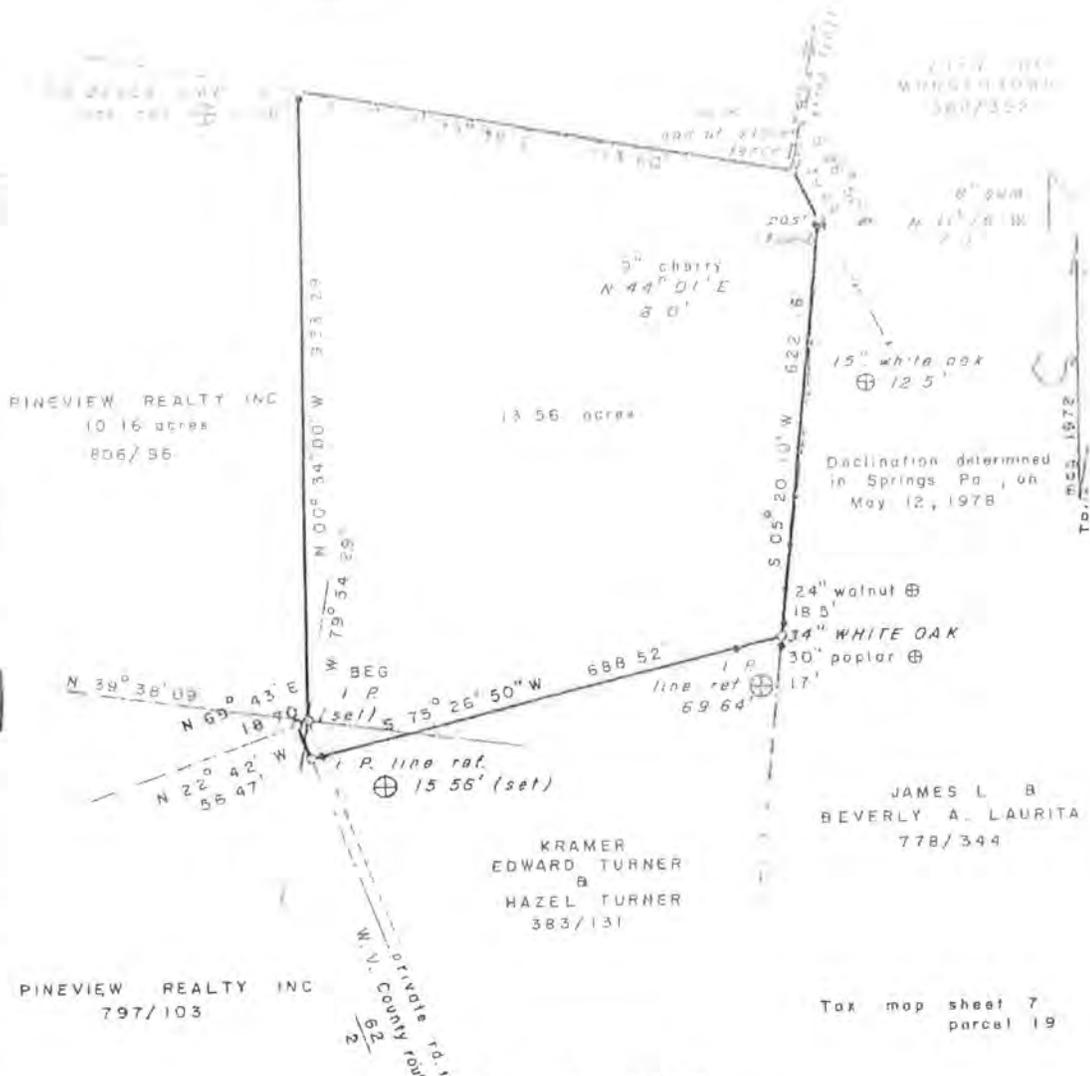
BEGINNING at an iron pin on the east side of a private road leading approximately 1/3 mile to West Virginia County Route No. 62/2, said iron pin being the point of beginning from deed from Kramer Edward Turner and Hazel Turner, his wife, to Pineview Realty, Inc., dated May 22, 1978, recorded in the office of the Clerk of the County Court of Monongalia County, West Virginia, in

Deed Book No. 806, at page 96; thence along the dividing line with said tract and residue of Hazel Turner, N. 0° 34' W. 933.29 feet to a point from which a 38 inch black oak bears S. 0° 34' E. 11.00 feet; thence along the dividing line with the City of Morgantown, DBV 365/92, S. 79° 38' E. 713.60 feet to a point at the end of a stone fence; thence along the dividing line with the City of Morgantown, DBV 368/392, S. 26° 50' E. 79.49 feet to a corner fence post; thence along the dividing line with James L. and Beverly A. Laurita DBV 778/344, S. 5° 20' 10" W. 622.16 feet to a 34 inch white oak; thence through land of Hazel Turner, passing an iron pin line reference at 69.64 feet and other iron pin line reference at 672.96 feet and the centerline of aforesaid private road at 682.96 feet, a total of S. 75° 26' 50" W. 688.52 feet to a point in the west side of road; thence along the div[id]ing line with Pineview Realty, Inc. DBV 797/103, N. 22° 42' W. 56.47 feet to a point in line of Pineview Realty, Inc. DBV 806/96; thence re-crossing road and along the div[id]ing line with said Pineview Realty, Inc., N. 69° 43' E. 18.70 feet to the place of beginning, containing 13.56 acres, more or less, as shown on a plat of survey prepared by Blaine E. Miller, LLS, recorded in Deed Book 900, at page 431.

And being the same property conveyed as "Parcel Three 13.56 acres" in a deed from East Park, LLC to Airpark, LLC of record in the office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 1377, page 298.

All of which real estate being the same as conveyed to East Park, LLC, a West Virginia limited liability company, from The Allegheny Development Corporation, Inc., a West Virginia corporation, by deed dated April 11, 2007, and recorded in Deed Book 1338, at page 545.

Exhibit – Annexation Map



PLAN OF PROPERTY

LOCATION — MORGAN DISTRICT, MONONGALIA CO., WEST VIRGINIA

CONTAINING — 13.56 acres

TITLE — KRAMER EDWARD TURNER & HAZEL TURNER to
PINEVIEW REALTY INC.

DATE — sur. 09/01/83 B E M SCALE — 1" = 200'
dwg 03/02/84 M J M

BLAINE E MILLER, SURVEYOR
SPRINGS, PA 15562



LEGEND

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- RIGHT OF WAY
- - - SIDE OF ROAD
- - - - APRRGE DIRT ROAD
- - - REFERENCE LINE

Exhibit A

- 3/8" REDBAR (PINS)
- 3/8" REDBAR W/CACTUS (PINS)
- TREE - 50' BLACK OAK
- POINT
- FENCE POST (FMD)

Being a part of the same real estate as conveyed to Airpark, LLC, from East Park, LLC, by deed dated the 3rd day of December, 2008, of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 1377, at Page 298.



NOTES:

- 1) LOCATION OF UNDERGROUND UTILITIES NOT SHOWN.
- 2) SURVEY WAS CONDUCTED WITHOUT BENEFIT OF LAWYER'S TITLE REPORT AND MAY NOT REFLECT ALL EXCEPTIONS, RIGHT-OF-WAY, EASEMENTS OR RESTRICTIONS.
- 3) 20 FOOT RIGHT-OF-WAY AND EASEMENT ESTABLISHED BY DEEDS RECORDED IN D.B. 762 AT PG. 85, D.B. 767 AT PG. 332, D.B. 767 AT PG. 386, AND D.B. 772 AT PG. 416.
- 4) PARCEL SURVEYED IS SUBJECT TO A RIGHT-OF-WAY AND EASEMENT FOR A WATER WELL CONVEYED TO THE OWNERS OF TAX MAP 7, PARCEL 19 R IN D.B. 1293 AT PG. 42.

**PLAT OF SURVEY
MADE FOR
AIRPARK, LLC**

6.00 ACRES ±
MORGAN DISTRICT - MONONGALIA CO.
TAX MAP 7 P/O PARCEL 19.5
MORGANTOWN, WV

PATRICK E. GALLAGHER, P.S. 1352
PREPARED BY:

GTL ENGINEERING OF WEST VIRGINIA, INC.
 8759 Chapin Hill Road Morgantown, WV 26505
 304-234-8227
 800-634-8227
 304-234-8227
 304-234-8227
 304-234-8227

DATE: AUGUST 27 2015 SCALE: 1" = 150'
 DRAWN BY: JEF APPROVED BY: JRC
 JOB #: 15100055MOR
 DWG NAME: AIRPARK PROPERTY

AN ORDINANCE AMENDING ARTICLE 1329.02 "DEFINITIONS" OF THE PLANNING AND ZONING CODE AS IT RELATES TO SHOPPING CENTERS.

The Morgantown City Council hereby ordains that Article 1329.02 "Definitions" of the City's Planning and Zoning Code is amended as follows (deleted matter struck through; new matter underlined):

SHOPPING CENTER – A group of retail and other commercial establishments, within one (1) or more buildings, that is planned, owned, and managed as a single property.

SHOPPING CENTER, LARGE-SCALE – ~~A group of buildings~~ One (1) or a group of buildings with a total gross floor area larger than 30,000 square feet ~~of gross floor area~~ engaged in the sale or rental of goods for consumer or household use. This type of shopping center may or may not contain hypermarkets.

SHOPPING CENTER, MEDIUM-SCALE – ~~A group of buildings~~ One (1) or a group of buildings with a total gross floor area of more than 10,000 square feet and not greater than 30,000 square feet ~~of gross floor area~~ engaged in the sale or rental of goods for consumer or household use; excluding, however, animal sales or service; building materials and/or supplies, sales, or rental; and food sales or markets.

SHOPPING CENTER, SMALL-SCALE – ~~A group of buildings~~ One (1) or a group of buildings with a total gross floor area of 10,000 square feet or ~~fewer of gross floor area~~ less engaged in the sale or rental of goods for consumer or household use; excluding, however, animal sales or service; building materials and/or supplies, sales or rental; and food sales or markets.

This ordinance shall be effective upon date of adoption.

FIRST READING:

Mayor

ADOPTED:

FILED:

RECORDED:

City Clerk

**AN ORDINANCE AMENDING THE FY 2015-2016 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 2015-2016 Annual Budget of the General Fund of the City of Morgantown is amended as shown in the revised budget (Revision 03) attached hereto and made a part of this ordinance.

First Reading:

Adopted:

Mayor

Filed:

Recorded:

City Clerk

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

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)

CONTROL NUMBER
 FY: **2015-2016**
 Fund: **General**
 Rev. No. **3**
 Pg. of No. **1 of 1**

Person To Contact Regarding Request:

Name: **Jeff Mikorski**

Phone: **304-284-7405**

Fax: **304-284-7418**

City of Morgantown
 GOVERNMENT ENTITY

389 Spruce Street
 STREET OR PO BOX

Morgantown 26505
 CITY ZIP CODE

Municipality
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

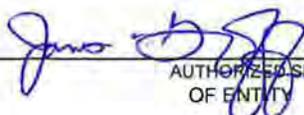
(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
699	Contingencies*	835,858		83,628	752,230
706	Fire Department	4,682,715	83,628		4,766,343
	#N/A				

NET INCREASE/(DECREASE) Expenditures

APPROVED BY THE STATE AUDITOR

BY: _____ Date _____
 Deputy State Auditor, Local Government Services Division


 AUTHORIZED SIGNATURE OF ENTITY

11/25/15
 APPROVAL DATE

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST VIRGINIA
UNIVERSITY FOR INTERCONNECTION OF NETWORKS**

WHEREAS, the City intends to provide a local wireless broadband network to serve its internal operations, provide internet availability for visitors to the Downtown area and the Airport, and to facilitate secured reliable interconnection of public safety and other City services with West Virginia University ("WVU") for internal use; and

WHEREAS, the City and WVU intend to work together to provide these services by interconnecting the City's network with the existing WVU network;

NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown that the City Manager is authorized to execute the attached agreement, together with any additional agreements referenced therein, which is incorporated in this Resolution by reference, to provide for the interconnection of City and WVU networks.

Adopted this ___ day of December, 2015.

Marti Shamberger, Mayor
City of Morgantown

WVU & City of Morgantown Memorandum of Understanding

WHEREAS, West Virginia University, a public land grant research university in Morgantown, West Virginia, United States ("WVU") desires to support the City of Morgantown, West Virginia ("City"), WVU employees', WVU students' and WVU visitors' activities and public safety while on campus and in the City; and

WHEREAS, City desires to provide a local wireless broadband network to serve its internal operations, provide internet availability for visitors to the Downtown area and Airport, and facilitate secured reliable interconnection of public safety and other City services with WVU for their internal use; and

WHEREAS, the City has selected Declaration Networks Group Inc., with its principal place of business located at 1950 Old Gallows Road, Suite 201, Vienna, Virginia 22182 ("DNG") as the City's Network Manager and technical advisor for the establishment, monitoring, settlement, and operation of the local wireless broadband networks and interconnection capabilities; and

WHEREAS, City, WVU and DNG have participated in a pilot program and a series of planning sessions that supports the establishment of the desired wireless broadband networks and interconnection capabilities: and

WHEREAS, the parties wish to implement those plans in the 4th quarter 2015, WVU and the City have agreed to the following Memorandum of Understanding ("Agreement") to implement interconnecting the WVU and City internal networks.

This Agreement is entered into by and between WVU and the City providing certain Broadband Services ("Services") using WVU's network, DNG's network and the City's internal network for the City's internal use and services supporting WVU, City or student activities or services, as set forth in periodic project work orders agreed by the parties, which are made a part hereof by this reference as fully as though set forth herein at length.

- 1. Service:** WVU will provide to the City the use of the fiber transport and other data and/or installation services at no charge ("Services") as detailed by the parties on a WVU Service Order ("Service Order") to establish a secured connection to the City Public Safety Building and other mutually agreed points of interconnection between the WVU and The City networks. Services will be established in accordance with the Provisioning and Installation process set forth in designated project work orders agreed by WVU and The City. The City may use the Services for all lawful purposes, but shall in no event be deemed to have a greater right to use the Services than that which WVU may legally provide under applicable Federal and State laws and regulations. In the event that Services includes Internet access service, The City will execute and abide by the WVU Authorized Use Policy (AUP) and reimburse WVU utilizing the Network Manager on a cost sharing basis agreed annually with the parties in separate project work orders. The WVU reserves the right to change, modify or upgrade network facilities and IP addresses, etc., which may affect Services. WVU shall notify the Network Manager in writing or by email prior to any such planned network modifications.
- 2. Period of Agreement:** This Agreement is for a period of 60 months ("Initial Term") from the 15th day of October, 2015 and shall thereafter be automatically renewed for a period of 60 months, at WVU option, unless written notice of the City's intent not to renew the Agreement is received by WVU a minimum of 90 days prior to the expiration date. In the event the term of an additional Service Order extends beyond the Period of the Initial Term Date, the Service will remain in effect for the agreed upon Service Commitment Period, subject to all the terms and conditions of this Agreement as if it were still in effect with respect to the Services.
- 3. Service Charges:** The City has designated DNG as its billing and settlement agent for this agreement. DNG will work with the WVU IT department to measure and monitor internet access usage and create invoicing documents for Internet usage for the City network. DNG agrees to pay all monthly recurring charges ("MRC"), non-recurring charges ("NRC"), taxes, fees and other similar charges that arise out of The City's use of the Services, and all such charges which WVU may be required or legally entitled to collect in connection with WVU's provision and/or arrangement for Service to the City under a Service Order. Monthly recurring and non-

WVU & City of Morgantown Memorandum of Understanding

recurring charges are set forth in each Service Order as agreed by the Parties). Internet charges will include a cost sharing rate for WVU existing internet services and may be modified periodically if rate changes are implemented by providers to WVU. Charges do not include applicable fees and charges such as access or egress (or related) charges imposed by third parties; taxes, tax-related or tax-like surcharges; or other similar charges. The City agrees to pay all additional charges, to the extent applicable, in addition to the charges set forth in this Agreement.

4. **Liability and Warranties:** Except as otherwise set forth in this Agreement, WVU makes no warranties, representations, or other Agreements, express or implied with respect to the Service, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. In no event shall WVU be liable for special, incidental, consequential, indirect or punitive damages, loss of revenue or profit, loss of goodwill, loss of use of any property, cost of substitute performance, equipment or Services, downtime costs and claims of either party for damages, even if such party is advised of the possibility of such damages. WVU is not responsible for any warranty offered by the City or DNG to any third party. WVU's entire liability for any claim, loss expense or damage under this Agreement or any Service Order shall in no event exceed the sum actually paid by the City or DNG to WVU for the Service giving rise to the claim. WVU shall use all commercially reasonable efforts to maintain the Service to the City as specified herein.
5. **Indemnification:** Subject to the limitations set forth in section 4, above, DNG shall indemnify and hold WVU harmless from and against all liabilities, claims, damages, losses, costs, expenses and judgments (including reasonable attorney's fees) and causes of action arising out of or in connection with this Agreement or any Service Order. WVU, the City and DNG will be responsible for their own capital expenditures, operating expenses, insurance coverage, security, monitoring and operation of their own equipment.
6. **Confidentiality:** The terms of this Agreement are the proprietary information of both WVU, the City and DNG, and are not to be disclosed under any circumstances without the written permission of *both* parties, unless so required by law.
7. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Either Party, upon written notice in accordance with Paragraph 9, may assign this Agreement to any subsidiary, parent or to an entity affiliated with either Party, or to either Party's successor pursuant to any reorganization or merger of its business, or pursuant to any sale or transfer of all or substantially all of its assets. If DNG is unable or unwilling to be the Network Manager, the City will appoint a new Network Manager. No other assignment by one Party will be permitted without the prior written consent of the other Party, which consent shall not be unreasonably withheld or denied.
8. **Choice of Law:** The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. Parties agree that any action or suit commenced pursuant to or in respect of this Agreement shall be brought in the West Virginia Court of Claims in Kanawha County or filed by the University in a court of competent jurisdiction.
9. **Notices:** All notices, demands, requests, or other communications which may be, or are required to be, given or served, or sent by any party to any other party pursuant to this Agreement shall be in writing and will be deemed to have been duly delivered or given when: (i) delivered by hand (with written confirmation of receipt) before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day); (ii) sent by facsimile before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day) and a written confirmation of the transmission is received by the sender; or (iii) the next business day after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, and addressed or sent, as the case may be, to the address designated below. Each party may designate by notice in writing a new address, to which any notice, demand, request or communication may thereafter be so given, served or sent.

WVU & City of Morgantown Memorandum of Understanding

If to WVU:

West Virginia University
C/O Stephen Belcher
One Waterfront Place, Room 6412
PO Box 6860
Morgantown, West Virginia 26506-6860
Steve.belcher@mail.wvu.edu

If to the City:

City Manager
City of Morgantown
389 Spruce Street
Morgantown, WV 26505
jmikorski@morgantownwv.gov

If to DNG:

Chief Financial Officer
Declaration Networks Group Inc.
1950 Old Gallows Road, Suite 201
Vienna, Virginia 22182
Keith@declarationnetworks.com

10. **Severability:** Except for Sections 1, 2, 3, 4, 5, 7, 8, and 12 of this Agreement which are the essence of this Agreement and reflect the vital and central Agreement of the parties with respect to the subject matter hereof and without which the bargain would not have been consummated, each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.
11. **Regulatory Costs:** WVU and the City recognize that from time to time, Local, State and Federal Government agencies may impose additional taxes, assessments, franchise fees, and other forms of regulatory fees beyond the control of, or the scope of this Agreement. WVU will pass on these additional costs in the form of a line item on City invoice entitled Regulatory fees.
12. **Force Majeure:** No party shall have any liability to the other solely by virtue of the occurrence of a Force Majeure Event, whether such Force Majeure Event occasions a default or otherwise engenders a potential liability. A Force Majeure Event shall include, but not be limited to, events such as vandalism, acts of God, fire, flood, storms and storm damage, acts of war, terrorism, sabotage, riot or other civil disorders, actions of civil or military authorities, accidents of all types, and any and all other acts which are out of the control of WVU or the City. Lack of funds to make any required payment by the City shall not be construed to be a Force Majeure Event.
13. **Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the parties and supersedes any prior oral or written agreements.

WVU & City of Morgantown Memorandum of Understanding

14. Signatures: In witness whereof, the parties have executed this Agreement as of the date first set forth above through their duly authorized representatives:

The City of Morgantown

West Virginia University Board of Governors on
Behalf of West Virginia University

Name _____

Name _____

Print Jeff Mikorski

Print _____

Title City Manager

Title _____

Date _____

Date _____

Declaration Networks Group Inc.

Name _____

Print Keith J Montgomery

Title Chief Financial Officer

Date _____

WVU & City of Morgantown Memorandum of Understanding

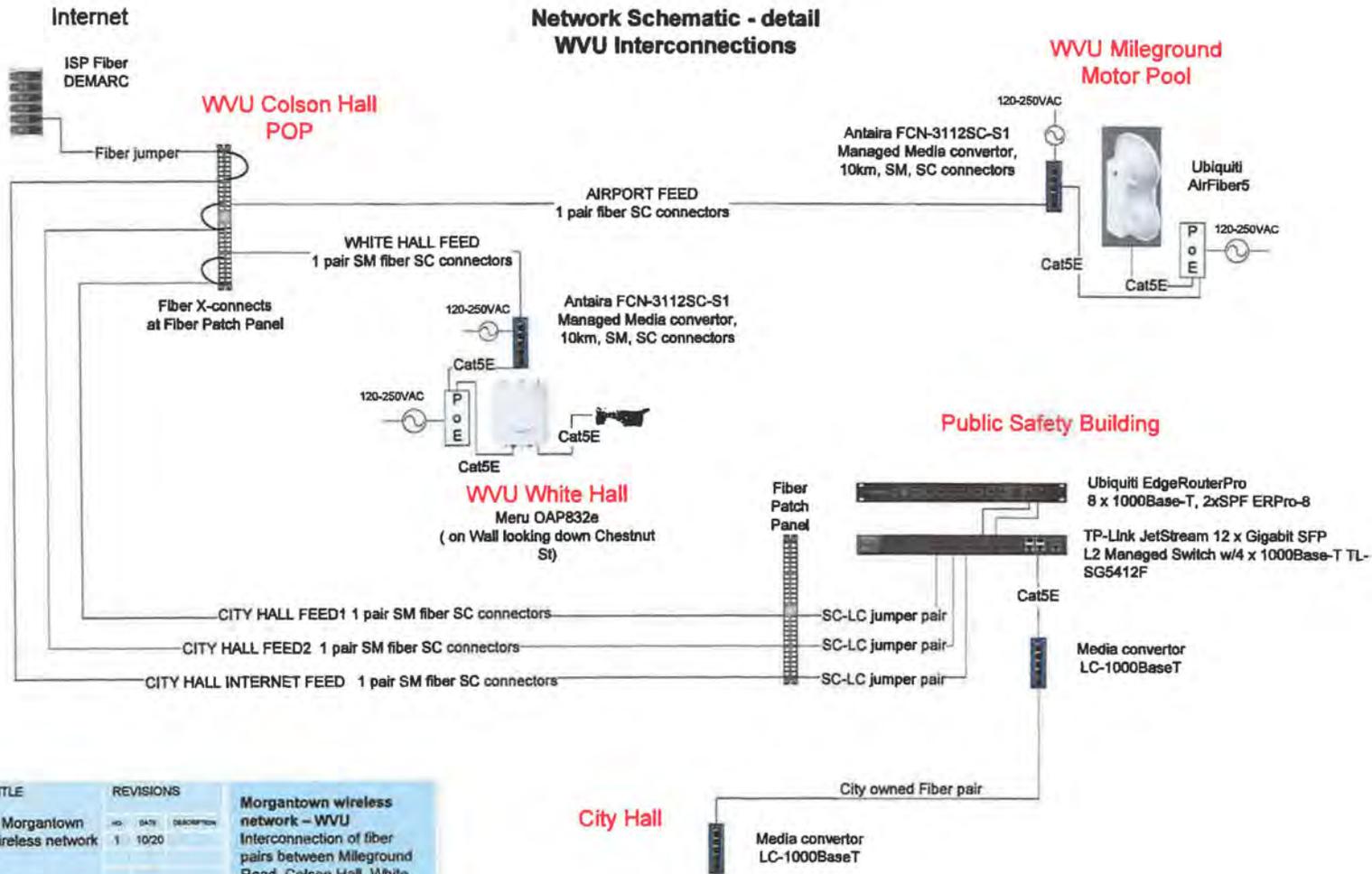
Attachment A – Initial WVU Service Order

The following tasks are to be completed in accordance with the Terms of the Agreement between WVU and The City to enable network interconnections between the WVU Fiber network, the DNG network and the WVU ISP Point of Presence at WVU Colson Hall, Morgantown, WV. DNG requests WVU provide the following, detailed in Diagram 1:

1. Provide one (1) dedicated single mode fiber pair link between the fiber patch panel located in the WVU Mileground Road Motor Pool and the fiber patch panel located in the WVU Colson Hall telecom equipment room. Label the fiber pair as Airport Feed on the WVU Colson Hall Fiber patch panel.
2. Provide access to the WVU Fiber Equipment Cabinet located at the WVU Mileground Road Motor Pool so that DNG can install one (1) 10' SC-SC connector fiber patch cable connecting the assigned fiber port on the WVU fiber patch panel to a DNG 1Gbs media convertor located on a nearby communications patch board.
3. Provide three (3) dedicated single mode fiber pair links, labelled City Hall Feed1, City Hall Feed2 and City Hall Internet Feed, between the WVU Colson Hall telecom equipment room fiber patch panel and the City of Morgantown Public Safety Building telco room fiber patch located at 300 Spruce Street, Morgantown, WV.
4. Provide one (1) fiber port on WVU's ISP Point of Presence (POP) equipment located in the WVU Colson Hall telecom equipment room.
5. Provide one (1) dedicated single mode fiber pair link between the fiber patch panel located in the WVU White Hall communications room and the fiber patch panel located in the WVU Colson Hall telecom equipment room. Label the fiber pair as White Hall Feed on the WVU Colson Hall Fiber patch panel.
6. Provide access for DNG to install one (1) Cat5e cable between the WVU White Hall communications room and the roof of WVU White Hall facing Chestnut Street (see diagram 1).
7. Provide access for DNG to the WVU White Hall communications room so that DNG can install one (1) 10' SC-SC connector fiber patch cable connecting the assigned fiber port on the WVU fiber patch panel to a DNG 1Gbs media convertor. The convertor will be connected to the DNG installed Cat5e cable.
8. Provide access for DNG to install one (1) Meru OAP832e and one (1) Avigilon 2MP camera on the roof/wall area facing Chestnut Street. The Meru wireless equipment and Avigilon camera will be connected to the DNG installed Cat5e cable.
9. Install DNG supplied appropriate fiber patch cables between the WVU Colson Hall fiber patch panel fiber and the ISP POP as follows:
 - a. White Hall Feed to City Hall Feed 1
 - b. Airport Feed to City Hall Feed2
 - c. City Hall Internet Feed to ISP POP assigned port.
10. Provide ISP POP Interconnection circuit details to DNG, to include at a minimum Static IP address, subnet mask, default gateway, DNS1 and DNS2.

WVU & City of Morgantown Memorandum of Understanding

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TITLE		REVISIONS		DESCRIPTION
NO.	DATE	NO.	DATE	
Morgantown wireless network		1	10/20	Morgantown wireless network – WVU Interconnection of fiber pairs between Mileground Road, Colson Hall, White Hall and Morgantown Public Safety Building. The fiber paths cross connect at Colson Hall on the Fiber Patch panel.
DATE ORIGINAL	SCALE			
10/20/15				
LATEST REVISION	JOB NO.	INSTR.	REVISION	
			PL	

Diagram 1

Confidential Information

RESOLUTION

WHEREAS, *the City of Morgantown utilizes various banking facilities as depositories for City funds;*

WHEREAS, *City Council is of the opinion that a record should be made of the specific individuals authorized as agents of this City.*

BE IT HEREBY RESOLVED *that the following are authorized agents of the City of Morgantown for the transacting of funds in the designated banking and financial institutions:*

1. *Jeff Mikorski, City Manager*
2. *James Goff, Finance Director*
3. *Lori Livengood, Budget & Accounting Manager*

This Resolution shall be effective from this _____ day of _____, 2015.

Mayor

City Clerk