



Office of the City Clerk

# The City of Morgantown

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**AGENDA  
MORGANTOWN CITY COUNCIL  
REGULAR MEETING  
MARCH 3, 2015  
7:00 p.m.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **APPROVAL OF MINUTES:** Regular Meeting Minutes for February 3, 2015 and February 17, 2015
5. **CORRESPONDENCE**
6. **PUBLIC HEARINGS:**
  - A. **AN ORDINANCE AMENDING THE FY 2014-2015 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 AMENDING THE FY 2014-2015 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 February 17, 2015)**
  - B. **BOARDS AND COMMISSIONS**

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

9. **SPECIAL COMMITTEE REPORTS**

10. **NEW BUSINESS:**

A. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF MORGANTOWN FOR THE FY 2015-2016.**

B. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF ONE (1) PARCEL OF REAL ESTATE IN THE FIRST WARD OF THE CITY OF MORGANTOWN FROM B-1, NEIGHBORHOOD BUSINESS DISTRICT TO B-2, SERVICE BUSINESS DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.**

C. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF EIGHTEEN (18) PARCELS OF REAL ESTATE IN THE THIRD WARD OF THE CITY OF MORGANTOWN FROM R-2, SINGLE- AND TWO-FAMILY RESIDENTIAL DISTRICT TO R-3, MULTI- FAMILY RESIDENTIAL DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.**

D. Consideration of **APPROVAL** of **A RESOLUTION TO OBTAIN \$3,000.00 TO HELP EMPTY BOWLS MONONGALIA PURCHASE EQUIPMENT AND SUPPLIES THROUGH THE GOVERNORS PARTICIPATION GRANT PROGRAM.**

E. Consideration of **APPROVAL** of **A RESOLUTION FOR SUPPORT OF MONONGALIA COUNTY COMMISSIONS REQUEST OF WVDOT TO DECREASE THE SPEED LIMIT AND ADD A FLASHING YELLOW "CAUTION" LIGHT IN THE AREA OF THE INTERSECTION OF RT. 119 AND RT. 73.**

F. Consideration of **APPROVAL** of **A RESOLUTION TO OBTAIN \$5,000.00 TO HELP CONSTRUCT AND INSTALL IN DOWNTOWN MORGANTOWN A COLONIAL ZACKQUILL MORGAN STATUE.**

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

**NEW BUSINESS:**

1. Fire Civil Service Rules

12. **REPORT FROM CITY CLERK:**

1. City election update

13. **REPORT FROM CITY ATTORNEY**

14. **REPORT FROM COUNCIL MEMBERS**

15. **ADJOURNMENT**

**\*If you need an accommodation contact us at (304) 284-7439\***

**REGULAR MEETING February 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, February 3, 2015 at 7:00 p.m.

**PRESENT:** City Manager Jeff Mikorski, Assistant City Manager Glen Kelly, Executive Secretary Carol Allen, Mayor Selin, Deputy Mayor Marti Shamberger and Council Members: Ron Bane, Bill Kawecki, Wes Nugent, Mike Fike, Nancy Ganz and City Attorney Ryan Simonton.

The Meeting was called to order by Mayor Selin.

**APPROVAL OF MINUTES:** The minutes of the January 6, 2015 Regular Meeting and Special Meeting were approved as presented by acclamation.

**CORRESPONDENCE:** Mayor Selin spoke on the Friendship City Exchange that met with the municipal officials from the city of Xuzhou. She noted the meeting with the mineral resource department at West Virginia University and the tour given at Eastwood Elementary with our Partners in Education. She also announced the photos of the art exchange are on the Morgantown City Website. She then presented the jade dragon that was given to the City of Morgantown by the City of Xuzhou and this is displayed in the display case next to the City Clerk's office. Mayor Selin also announced an agreement was signed by the city of Xuzhou municipal officials that strengthened the Friendship City Exchange. She thanked the Sister Cities Commission and Councilor Fike. Councilor Fike complimented the Sister Cities Commission for being active and is pleased to be associated with the commission.

**PUBLIC HEARING-AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF CERTAIN REALTY IN THE THIRD WARD OF THE CITY OF MORGANTOWN FROM (PUD) PLANNED UNIT DEVELOPMENT TO (R-2) SINGLE-AND TWO-FAMILY RESIDENTIAL DISTRICT THEREBY RESCINDING A PORTION OF THE "DQUARE AT FALLING RUN PLANNED UNIT DEVELOPMENT" BY AMENDING ARTICLE 1331 OF THE PLANNING & 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.**

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

**PUBLIC HEARING-AN ORDINANCE AMENDING ARTICLE 1385.08 OF THE PLANNING AND ZONING CODE AS IT RELATED TO PLANNING COMMISSION REVIEW OF SITE PLANS AND WEST VIRGINIA DIVISION OF HIGHWAYS ACCESS PERMITTING.**

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

**PUBLIC HEARING-AN ORDINANCE AMENDING ARTICLE 1393 OF THE PLANNING AND ZONING CODE AS IT RELATED TO VIOLATIONS AND ENFORCEMENT.**

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

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

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

**UNFINISHED BUSINESS:**

**AN ORDINANCE TO PROVIDE THE ZONING RECLASSIFICATION BY AMENDING ARTICLE 1331:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF CERTAIN REALTY IN THE THIRD WARD OF THE CITY OF MORGANTOWN FROM (PUD) PLANNED UNIT DEVELOPMENT TO (R-2) SINGLE-AND TWO-FAMILY RESIDENTIAL DISTRICT THEREBY RESCINDING A PORTION OF THE "SQUARE AT FALLING RUN PLANNED UNIT DEVELOPMENT" BY AMENDING ARTICLE 1331 OF THE PLANNING & 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.

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

**AN ORDINANCE AMENDING ARTICLE 1385.08:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE AMENDING ARTICLE 1385.08 OF THE PLANNING AND ZONING CODE AS IT RELATED TO PLANNING COMMISSION REVIEW OF SITE PLANS AND WEST VIRGINIA DIVISION OF HIGHWAYS ACCESS PERMITTING.

After City Manager explanation, Council suspended the rules to have Chris Fletcher answer questions motion by Kawecki, second by Ganz, to adopt the above entitled Ordinance. Motion carried 7-0.

**AN ORDINANCE AMENDING ARTICLE 1393:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE AMENDING ARTICLE 1393 OF THE PLANNING AND ZONING CODE AS IT RELATED TO VIOLATIONS AND ENFORCEMENT.

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

**AN ORDINANCE AMENDING SECTION 105.42:** The below entitled Ordinance was presented for second reading.

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

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

**BOARDS AND COMMISSIONS:** Executive Secretary, Carol Allen, updated Council on vacancies that are still being advertised for Boards and Commissions.

**PUBLIC PORTION:** There being no appearances, Mayor Selin declared the public portion closed.

**SPECIAL COMMITTEE REPORTS:** No reports.

**NEW BUSINESS:**

**AN ORDINANCE VACATING, ABANDONING AND ANNULLING A 6.83' WIDE UNNAMED ALLEY:** The below entitled Ordinance was presented for first reading.

AN ORDINANCE VACATING, ABANDONING AND ANNULLING A 6.83' WIDE UNNAMED ALLEY RUNNING A DISTANCE APPROXIMATELY ONE HUNDRED FORTY-ONE FEET LOCATED BETWEEN UNIVERSITY AVENUE AND QUAY MONONGALIA COUNTY, WEST VIRGINIA, NOT USED NOR USEFUL FOR STREET PURPOSES.

Motion by Shamberger, second by Bane, to pass the above entitled Ordinance to second reading. After the City Manager explanation, Councilor Ganz expressed ROW extensive value and the City Manager responded with no value in easement. Question was called, motion carried 7-0.

**AN ORDINANCE AMENDING SECTION 337.03:** The below entitled Ordinance was presented for first reading.

AN ORDINANCE AMENDING SECTION 337.03 OF THE CITY CODE RELATING TO DRIVING ON THE RIGHT SIDE OF THE ROAD AND PASSING.

Motion by Bane, second by Shamberger, to pass the above entitled Ordinance to second reading. The City Manager explained the ordinance in detail to Council and Councilor Ganz mentioned the terminology of the ordinance. The City Manager clarified the difference in the terminology. Motion carried 7-0.

**AN ORDINANCE AMENDING ARTICLE 373:** The below entitled Ordinance was presented for first reading.

AN ORDINANCE AMENDING ARTICLE 373 OF THE CITY CODE RELATING TO BICYCLES.

Motion by Bane, second by Shamberger, to pass the above entitled Ordinance to second reading. The City Manager explained the ordinance in detail to Council. Question was called, motion carried 7-0.

**AN ORDINANCE AMENDING ARTICLE 151:** The below entitled Ordinance was presented for first reading.

AN ORDINANCE AMENDING ARTICLE 151 OF THE ADMINISTRATIVE CODE RELATING TO COMPOSITION AND DUTIES OF THE MORGANTOWN TRAFFIC COMMISSION.

Motion by Kaweck, second by Shamberger, to pass the above entitled Ordinance to second reading. The City Manager explained the ordinance in detail to Council and Councilor Ganz mentioned the resident at large is currently the chair of traffic commission. Question was called, motion carried 7-0.

**A RESOLUTION TO AUTHORIZE THE STRUCTURE KNOWN AS BEECH VIEW PLACE TO BE ASSIGNED THE ADDRESS "331 BEECHHURST AVENUE":** The above entitled Resolution was presented for approval.

After explanation by the City Manager, question was called, motion carried 6-1.

**CITY MANAGERS REPORT:**

**New Business:**

**1. Downtown Design Standards Consulting Services**

Mr. Mikorski stated as a part of the Downtown Strategic Plan and the City Comprehensive Plan, the Downtown Design Standards were identified to be needed to preserve the character of the downtown. As identified in the Comprehensive Plan, different parts of the downtown can be seen as different character areas. Guidelines will be established for each of the character areas. Through a request for qualifications procedure we identified McBride, Dale, and Clarion and the Mills Group to work on this planning task. Total cost of the development of the standards to be included in our Planning and Zoning Code will be \$60,000. Further detail can be seen in the attached memo from the Director of Development Services, Chris Fletcher. I recommend Council authorize the City Manager to sign the necessary contracts to begin the development of the downtown design standards with The Mills Group for \$20,000 and McBride, Dale, and Clarion for \$40,000.

After City Manager explanation, motion by Bane, second by Kawecki. Motion carried 7-0.

**2. Engineering Services for Public Safety Building Plaza**

Mr. Mikorski stated due to subsidence problems around the Public Safety Building, demolition and reconstruction will need to take place to reduce drainage and flooding issues. It makes since that we look at the design of the plaza during this process and redesign the plaza for better use of the area. Working with the Urban Landscape Commission, a conceptual design was developed and presented to City Council. We will be using that conceptual design as a starting point for the reconstruction of the plaza. Through a request for proposals process we interviewed three firms for this project. The selection committee's top firm was Larson Design Group, Inc. I recommend Council approve the selection and authorize the City Manager to sign a contract for \$39,380.00 for engineering and design services with Larson design Group, Inc.

After City Manager explanation, motion by Bane, second by Shamberger. Motion carried 7-0.

**3. Fire Station Roof Repair/Replacement Bid**

Mr. Mikorski stated a project that was identified and funded at in the FY 2014-2015 budget was the repair of the roofs on the South High Street and Norwood Fire Stations. After having to re-bid the project, two firms submitted repair and replacement costs for the roof project. As seen in the attached memo, Kalkreuth Roofing and Sheet Metal, Inc. submitted the low bid for the project at \$112,400.00. I agree with the recommendation and request Council

authorize the City Manager to sign the contract with Kalkreuth Roofing and Sheet Metal, Inc. for \$112,400.00 to complete the project.

After City Manager explanation, motion by Nugent, second by Bane. Motion carried 7-0.

#### **4. City Hall Roof Replacement Bid**

Mr. Mikorski stated another project identified and budgeted in the FY 2014-2015 budget was the replacement of the City Hall roof. Two bids were submitted for the project of replacing the existing roof with a rubberized roof. As seen in the attached memo, Kalkreuth Roofing and Sheet Metal, Inc. was again the low bidder. He agreed with the recommendation and request Council to authorize the City Manager to sign a contract with Kalkreuth Roofing and Sheet Metal, Inc. for \$334,900.00

After City Manager explanation, motion by Nugent, second by Bane. Motion carried 7-0.

#### **5. Brownfields Assistance Grant Contract**

Mr. Mikorski stated as a follow up to the EPA Brownfields Hazardous Assessment Grant the City received earlier this year, Development Services staff advertised for engineering services to implement the grant funds. Through a request for proposal process, CORE Environmental Services, Inc. was selected by the selection committee as their top firm. As seen in the attached memo from Dave Bott, Community Development Administrator, he agreed and the recommendation and request Council to authorize the City Manager to contract with CORE Environmental Services, Inc. to provide Phase I and Phase II environmental assessments, provide remedial planning and community outreach included in the scope of work attached.

After City Manager explanation, motion by Kaweck, second by Shamberger. Motion carried 7-0.

#### **6. Judge Tabit's Order Recorded**

Mr. Mikorski stated on January 12, 2015 Judge Tabit's order was recorded, see attached, that deemed the City of Morgantown's Heavy Truck Ordinance invalid and unenforceable. If desired, City Council has 30 days from the ordered date to act on this order.

After City Manager explanation, motion by Kaweck, second by Shamberger, passed 5-2.

#### **7. University Avenue and Oakland Traffic Light Bid**

Mr. Mikorski stated based on a traffic study conducted by the City of Morgantown, it was determined that a traffic light is needed at the intersection of University and Oakland. The light is needed due to the high volume of traffic, vehicular and pedestrian, that will be added to the intersection from the University Park housing development. The City received a gift, by agreement on April 15, 2015, from the developer of the University project of \$250,000 toward the installation of the traffic light by the City of Morgantown. Through a request for proposal process, Trans Associates, Inc. was identified as the top selected firm to perform the needed

engineering services for the project by the selection committee. As seen in the attached scope of work, the cost of the engineering work will be \$45,300.00. He recommended Council authorize the City Manager to sign a contract in the amount of \$45,300.00 with Trans Associates for the engineering services.

After City Manager explanation, motion by Ganz, second by Shamberger, passed 6-1.

**REPORT FROM CITY CLERK:** Mrs. Tucker was attending West Virginia Municipal League Election Seminar and was absent from the meeting.

**REPORT FROM CITY ATTORNEY:** No Report

**REPORT FROM COUNCIL MEMBERS:**

Councilor Bane:

Councilor Bane thanked Carol Allen for assisting with an issue. He asked Mon County Delegates to assist and support the airport. He stated the productivity of the airport will be good for the economy.

Councilor Kawecki:

Councilor Kawecki expressed concerns about the report for the increase in violent crime in Morgantown. He stated these statistics also included the surrounding areas of Morgantown. He asked if clarification could be addressed to the media. He then complimented the Morgantown Police Department on their response time. Councilor Kawecki supported the appeal of the Heavy Truck Ordinance.

Councilor Nugent:

Councilor Nugent agreed with Councilor Kawecki about the concerns with crime being reported. He would like this broad perception of crime in Morgantown to be narrowed down to where the crime is actually being committed. He would like to revitalize the neighborhood watch program in some capacity.

Councilor Shamberger

Councilor Shamberger enjoyed attending the Municipal League Meeting. She announced First Friday at Woodburn and the West Virginia University blue grass club will be performing. Councilor Shamberger commended the streets department with

snow removal and reminded residents to shovel their walk ways. Councilor Shamberger supported the appeal of the Heavy Truck Ordinance.

Councilor Fike:

Councilor Fike is satisfied with the approval of the first readings of ordinances to protect the bicyclist, the traffic light being placed at the intersection and appealing the court ruling of heavy trucks.

Councilor Ganz:

Councilor Ganz enjoyed attending the Municipal League. She also appreciated the police attending the neighborhood association. She commented on the City Council and the police department continuously trying to enhance the safety for the residents of Morgantown. She commended Public Works for their receptive response toward the potholes within the city limits and the road preparation. She then addressed the public watching to dial 911 directly for a more efficient result. Councilor Ganz supported the appeal of the Heavy Truck Ordinance.

Mayor Selin:

Mayor Selin announced to the public to first reach out in detail regarding trash service collection issues to Republic trash service and then if nothing is resolved to contact Tom Arnold. Mayor Selin supported the appeal of the Heavy Truck Ordinance.

**ADJOURNMENT:** There being no further items of business or discussion, the meeting adjourned by unanimous consent at 9:00 p.m.

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City Clerk

\_\_\_\_\_  
Mayor

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

**REGULAR MEETING February 17, 2015:** The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, February 17, 2015 at 7:00 p.m.

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

City Manager Jeff Mikorski requested Council's approval to amend the agenda to add to the City Managers Report a Bid request for the Airport. Agenda item approved by acclamation.

The Meeting was called to order by Mayor Selin.

**APPROVAL OF MINUTES:** The minutes of the January 20, 2015 Regular Meeting were approved as amended.

**CORRESPONDENCE:** Mayor Selin presented a Certificate of Recognition to Carl Molisee for obtaining the rank of Eagle Scout; she then proclaimed February 22, 2015 as Literacy Volunteer Day of Mon and Preston County and urged citizens to participate in the Scrabble Tournament. Deputy Mayor Shamberger introduced a Leadership class MD335 of WVU Students that will be helping the City with a survey project. Mayor Selin then recognized the month of February as National Parent Leadership Month in honoring parents for vital leadership roles in their homes and communities.

**PUBLIC HEARING-AN ORDINANCE VACATING, ABANDING AND ANNULING A 6.83' WIDE UNNAMED ALLEY RUNNING A DISTANCE APPROXIMATELY ONE HUNDRED FORTY-ONE FEET LOCATED BETWEEN UNIVERSITY AVENUE AND QUAY MONONGALIA COUNTY, WEST VIRGINIA, NOT USED FOR USEFUL FOR STREETS PURPOSES.**

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

**PUBLIC HEARING-AN ORDINANCE AMENDING SECTION 337.03 OF THE CITY CODE RELATING TO DRIVING ON THE RIGHT SIDE OF THE ROAD AND PASSING.**

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

**PUBLIC HEARING- AN ORDINANCE AMENDING ARTICLE 373 OF THE CITY CODE RELATING TO BICYCLES.**

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

**PUBLIC HEARING-AN ORDINANCE AMENDING ARTICLE 151 OF THE ADMINISTRATIVE CODE RELATING TO COMPOSITION AND DUTIES OF THE MORGANTOWN TRAFFIC COMMISSION.**

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

**UNFINISHED BUSINESS:**

**AN ORDINANCE VACATING, ABANDONING AND ANNULING A 6.83' WIDE UNNAMED ALLEY:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE VACATING, ABANDONING AND ANNULING A 6.83' WIDE UNNAMED ALLEY RUNNING A DISTANCE APPROXIMATELY ONE HUNDRED FORTY-ONE FEET LOCATED BETWEEN UNIVERSITY AVENUE AND QUAY MONONGALIA COUNTY, WEST VIRGINIA, NOT USED FOR USEFUL FOR STREETS PURPOSES.

Councilor Ganz and the City Attorney discussed appraisal and sale of the property. Motion by Bane, second by Kaweckı, to adopt the above entitled Ordinance. Motion carried 6-1, Ganz voted no.

**AN ORDINANCE AMENDING SECTION 337.03:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE AMENDING SECTION 337.03 OF THE CITY CODE RELATING TO DRIVING ON THE RIGHT SIDE OF THE ROAD AND PASSING.

Motion by Shamberger, second by Kaweckı, to adopt the above entitled Ordinance. Motion carried 7-0.

**AN ORDINANCE AMENDING ARTICLE 373:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE AMENDING ARTICLE 373 OF THE CITY CODE RELATING TO BICYCLES.

Motion by Kaweckı, second by Shamberger, to adopt the above entitled Ordinance. Motion carried 7-0.

**AN ORDINANCE AMENDING ARTICLE 151:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE AN ORDINANCE AMENDING ARTICLE 151 OF THE ADMINISTRATIVE CODE RELATING TO COMPOSITION AND DUTIES OF THE MORGANTOWN TRAFFIC COMMISSION.

Motion by Fike, second by Kaweckı, to adopt the above entitled Ordinance. Motion carried 7-0

**BOARDS AND COMMISSIONS:** The City Clerk announced Katy Trupo as the replacement for the Urban Forester on the Urban Landscape Commission. Question by Councilor Ganz on the appointed position, City Manager clarified position is held within the Urban Landscape Commission and not the Tree Board.

By acclamation Katy Trupo was appointed as the Urban Forester to fill vacancy on Urban Landscape Commission.

**PUBLIC PORTION:** There being no appearances, Mayor Selin declared the public portion closed.

**SPECIAL COMMITTEE REPORTS:** No reports.

**NEW BUSINESS:**

**AN ORDINANCE AMENDING THE FY 2014-2015 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO ANN MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND:**

The below entitled Ordinance was presented for first reading.

AN ORDINANCE AMENDING THE FY 2014-2015 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO ANN MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

Motion by Kawecki, second by Ganz, to pass the above entitled Ordinance to second reading. After the City Manager explanation, Council suspended the rules to discuss various line items directed toward the City Manager and the Finance Director Sabatelli. Motion carried 7-0.

**A RESOLUTION TO SUPPORT THE VISION OF A SHARED-USE TRAIL SYSTEM BETWEEN COMMUNITIES ALONG THE PA-WV-OH TRAIL QUARTER, CLOSING THE GAPS, AND HELPING CREATE THE LONGEST CONNECTED SYSTEM OF MULTI-USE TRAILS IN THE UNITED STATES:** The above entitled Resolution was presented for approval.

A RESOLUTION TO SUPPORT THE VISION OF A SHARED-USE TRAIL SYSTEM BETWEEN COMMUNITIES ALONG THE PA-WV-OH TRAIL QUARTER, CLOSING THE GAPS, AND HELPING CREATE THE LONGEST CONNECTED SYSTEM OF MULTI-USE TRAILS IN THE UNITED STATES.

Motion by Shamberger, second by Ganz, to pass the above entitled Ordinance to second reading. Council suspended the rules for the explanation by Ella Belling, motion carried 7-0.

**CITY MANAGERS REPORT:**

**New Business:**

**1. Habitat for Humanity**

Mr. Mikorski at a recent City Council meeting, Evan Zuverink, Director of Habitat for Humanity, requested the City to waive permit fees for their projects. At that time Mr. Mikorski recommended that we do not waive the permit fees, but if Council is interested, we would budget a contribution to the agency, to reduce the cost of the affordable homes their building. Recently, an additional request has been received to waive the variance fees for five variances that the organization will need to apply in the coming months. Habitat has recently applied for two of the five variances and is requesting a waiver of the fees (totaling \$150.00). Since variance waivers have not been given in the past, it would take Council authorizing the waiver of the application fee

After discussion, motion by Ganz, second by Bane to not pass the waiver of the variances. Motion was rejected 7-0.

## **2. Capital Escrow Budget Revision #5**

Mr. Mikorski stated due to the increased construction throughout the City and some developments moving faster than originally budgeted, we have an increased contribution to Capital Escrow Fund. He would like to take this opportunity to budget for capital projects or add additional money to projects that were not funded at the beginning of the fiscal year from one-time funds. Projects, and revisions to the Capital Escrow Fund are listed on the attached Capital Escrow Revision memorandum

After discussion, motion by Councilor Shamberger, second by Kawecky to increase contribution to the Capital Escrow Fund. Motion carried 7-0.

## **3. 2015 Proposed Paving List**

Mr. Mikorski stated attached is the 2014 paving list recommended by the City Engineer. Due to the additional revenue from Business and Occupation Taxes on construction (one-time revenues) this fiscal year, he requested the Engineering Department to expand their list of streets to expend an additional \$300,000 over the original budgeted \$325,000, consistent with the Capital Escrow amendment before Council tonight. If Council approved of the amended Capital Escrow budget, he recommended approval of the paving list, which will allow the Engineering Department to begin the bidding process to get material and a contractor hired to start paving in late April or early May.

After discussion, motion by Councilor Bane, second by Shamberger to approve the 2014 paving list. Motion carried 7-0.

## **4. Ground Power Unit – Bid Call 2015**

Mr. Mikorski recommended Aviation Ground Equipment Corporation as the low bid of \$61,400.00 to purchase this piece of airport equipment that causes us to lose business daily.

After the City Manager and Assistant City Manager's explanation, motion by Nugent, second by Bane to approve the above stated bid. Motion carried 7-0.

## **Information:**

### **1. Upcoming meetings**

Mr. Mikorski announced there will be a public hearing for two home rule ordinances on Friday, February 27 at 6:00 pm in City Hall Council Chambers. The Ordinance to modify Intergovernmental Agreements from an ordinance to a resolution and the ordinance for establishing a lien process for nuisance situations will be heard at that time. The ordinances will then be presented at the next Home Rule Oversight Board on March 2, 2015 in the Morgantown Public Safety Building.

An upcoming meeting will take place on Thursday, February 19 at 4:00 pm to establish a Wayfinding Advisory Committee to City Manager to create and implement a wayfinder signage

program throughout the City. Selected committee members will be invited to attend. A BAD (Brownfield, Abandoned, & Depilated) Building Team meeting will take place on Wednesday, February 25 at 5:00 pm to "kick off" the Morgantown BAD Building Team. The meeting will be advertised for volunteers to be a part of the team that will help identify vacant and depilated housing, and work with the City Government to recommend strategies for reuse of identified buildings.

**REPORT FROM CITY CLERK:** Mrs. Tucker informed Council of a Liquor License Application-Ali Baba Restaurant at 82 Hartfield Road and announced update for the 2015 City Election.

After discussion, motion by Bane, second by Kawecki to approve the poll workers for the 2015 City Election. Motion carried 7-0.

**REPORT FROM CITY ATTORNEY:** No Report

**REPORT FROM COUNCIL MEMBERS:**

Councilor Bane:

Councilor Bane has concerns of the flatness of the budget and the future of the City. He stated there needs to be strategies for a 5 year and 10 year plan set in motion. He stated the importance of being frugal and not becoming Huntington.

Councilor Kawecki:

Councilor Kawecki had no report.

Councilor Nugent:

Councilor Nugent announced Wiles Hills Neighborhood Association Meeting with an agenda for the election of officers on February 18 and the Broadway Romantic Comedy is performing at the Monongalia Arts Center on February 21-22.

Councilor Shamberger

Councilor Shamberger announced to the public that Republic trash service will be delayed by a day. She thanked the streets department for the cleanup and removal of snow. Councilor Shamberger thanked the City Manager for assisting those in need with a place to stay warm at Woodburn School. She was excited to attend the ribbon cutting ceremony at Soul Brother Restaurant. Councilor Shamberger stated she will be in the scrabble tournament for Literacy Volunteers and encouraged people to participate. She followed up with and supported Councilor Bane's report about

strategizing to generate more income for the City.

Councilor Fike:

Councilor Fike announced that the Human Rights Commission Meeting about identifying policies and solutions is postponed. He then stated the meeting will be rescheduled sometime in March and once confirmed it will be publicized.

Councilor Ganz:

Councilor Ganz thanked the road crews of the city and Public Works for staying ahead of the roads. She would like to have clarification sent out to the city residents that their trash rates will not increase. She stated that the City needs to be more creative with the finances, noted her concerns with the water and what occurred in Fayette County could happen to the City. She then reminded the public of the Suncrest Neighborhood Association Meeting at 7 PM on February 26 and the Empty Bowls will be on February 28.

Mayor Selin:

Mayor Selin announced Green Night at the Library on February 19, 2015 and the Chamber of Commerce will have business after hours on February 18. She stated important information from the City about removing snow correctly from sidewalks and driveways. Mayor Selin announced the Third Morgantown Area History Round Table will be on March 18, and the Morgantown Poets will be meeting on February 19. Mayor Selin then announced 2015 Arts Day will be at the Capital on February 26, the Blood Drive will be held on February 19, Empty Pockets Theater February 19-21, Empty Bowls on February 28, and Sister Act will be performing at the Creative Arts Center on February 22. She confirmed with Council that further discussion about the Budget Meeting will be held at the next Committee of the Whole Meeting on February 24.

**EXECUTIVE SESSION:** Motion by Bane, second by Ganz and carried by unanimous consent. Council moved into Executive Session, pursuant to West Virginia Code Section 6-9A-4(b) (9) of the West Virginia code to discuss real estate matters. Present: Council; City Attorney; City Manager and Assistant City Manager. Time: 9:10 p.m.

**ADJOURNMENT:** There being no further items of business or discussion, the meeting adjourned by unanimous consent at 9:50 p.m.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

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



**Office of the City Manager**

# The City of Morgantown

City Manager  
Jeff Mikorski, ICMA-CM  
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## City Manager's Report for City Council Meeting on March 3, 2015

### **New Business :**

#### **1. Fire Civil Service Revised Rules and Regulations**

Attached are the approved rules and regulations from the Morgantown Fire Civil Service Commission. I recommend City Council approve the revisions to the rules and regulations endorsed by the Morgantown Fire Civil Service Commission

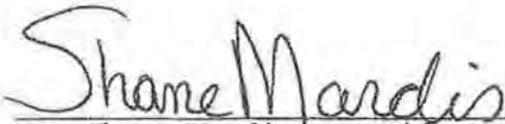
Jeff Mikorski ICMA-CM,  
Morgantown City Manager

## MEMORANDUM

To: Jeff Mikorski  
From: Fire Civil Service Commission  
RE: Revised Civil Service Rules and Regulations  
Date: 02/25/15

At a public meeting of the Morgantown Fire Civil Service Commission held on 02-16-15, at the Northside Fire Station, the Commissioners discussed the revised Civil Service Rules and Regulations. After receiving input from those attending the meeting, along with much discussion among ourselves, we unanimously voted to endorse the revisions contained within these proposed Civil Service Rules and Regulations for the City of Morgantown Fire Department.

We request that you present these Rules and Regulations to the City Council for their approval and adoption.

  
\_\_\_\_\_  
Mr. Shane Mardis, President

  
\_\_\_\_\_  
Mr. Mike Jacks, Commissioner

\_\_\_\_\_  
Vacant, Commissioner

**ADOPTION OF THE REVISED AND AMMENDED  
FIRE CIVIL SERVICE RULES AND REGULATIONS**

**DATE OF ADOPTION - 03-03-15**

We, the members of Morgantown City Council, along with City Manager Jeff Mikorski, do hereby accept and approve these revised and amended "Rules and Regulations of the Fire Civil Service Commission for the City of Morgantown" as presented to us by that Board. These Rules and Regulations shall remain in effect until such future time as they are legally revised, properly presented, and adopted by Council.

\_\_\_\_\_  
Mayor Jenny Selin

\_\_\_\_\_  
City Manager Jeff Mikorski

\_\_\_\_\_  
Councilor Ron Bane

\_\_\_\_\_  
Councilor Nancy Ganz

\_\_\_\_\_  
Councilor Bill Kawecki

\_\_\_\_\_  
Councilor Marti Shamberger

\_\_\_\_\_  
Councilor Wes Nugent

\_\_\_\_\_  
Councilor Mike Fike

RULES AND REGULATIONS

OF THE

FIRE CIVIL SERVICE COMMISSION

OF THE

CITY OF MORGANTOWN, WEST VIRGINIA

REVISED AND AMENDED 2/16/2015

APPROVED BY COUNCIL -----

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Annotation: Any word herein imparting the masculine gender only may be applied to females as well as males.  
(WV 2-2-10)

**FIRE CIVIL SERVICE COMMISSION, THE CITY OF MORGANTOWN, WV**

1. These rules and regulations shall govern examinations for appointment to and promotions within the Morgantown Fire Department and have been prescribed as directed in Sections 8-15-15 and 8-15-16 of the West Virginia Code.
2. These rules and regulations and any future modifications to them shall be printed for public distribution (8-15-16).
3. Any modifications of these rules and regulations shall be done in accordance with Section 8-15-15 of the CODE.
4. It will be the duty of each member of the Firemen's Civil Service Commission to acquaint themselves with these rules and regulations and, prior to any examination held by the Commission, to also acquaint themselves with any recent amendments to the Firemen's Civil Service Law.

**QUORUM**

5. Two members of the Commission shall constitute a quorum, provided that all three members have been notified of the meeting, for the transaction of business. At least two members of the commission must supervise the written and oral examinations for appointment or promotions and determine those to be certified. In the event there is a tie vote, when there are only two Commissioners present, the tie vote automatically tables said motion until all three members are present.

**QUALIFICATIONS FOR THE POSITION AS A PROBATIONARY FIREFIGHTER**

6. Applicant must:
  - A. Be at least 18 and not more than 35 years of age at the time of application
  - B. Have a high school diploma or the equivalent.
  - C. Possess and maintain a valid operators license.
  - D. Adhere to residency requirements (found on page 23).

**PROCESS TO FILL VACANCIES OR TO ESTABLISH  
AN ELIGIBILITY LIST**

7. A person desiring to be hired by The City of Morgantown Fire Department should contact the City Clerk and have his/her name and address placed on a mailing list until such time that the Commission advertises for applications.
8. Each applicant will be required to pay a fee of \$25.00. Such fee may be waived by the Commission, upon request by the applicant, if the applicant is able to provide proof acceptable to the Commission that he or she is financially unable to pay the same.
9. When the Commission advertises for applicants, the City Clerk will send an application, along with information sheets which list some of the conditions and requirements of a Morgantown Firefighter, to each applicant. The applicant must read the information sheets, and if he/she believes that he/she can perform the duties as a firefighter, the applicant shall fill out the application and forward it to the City Clerk.
10. The City Clerk will notify the Commission, after the closing date, of the number of applications received.
11. Each applicant will be provided with a copy of the physical agility testing procedures, along with a date and location when that testing will take place. The applicant shall submit to the physical agility test prior to being made eligible for further testing. The applicant shall provide those conducting the agility test with a doctor's certification that he/she is physically capable of participating in this testing procedure. If the applicant fails this portion of the testing procedure, he/she will be refunded his/her \$25.00 application fee. (Note: If any applicant is subsequently offered employment with the Department, and his/her appointment date is over one year from the date of this original agility test, then that applicant shall retake the agility test. The cost for another doctor's certification will be paid for by the City of Morgantown and this physical examination will also satisfy any other physical examination requirements for appointment.)
12. Each applicant, who successfully completes the agility testing, will be notified of a location in Morgantown, as well as the date, of a written examination.
13. Applicants must score 70% or above on the written test to proceed to the interview portion of the testing process. Applicant who score 69% or lower on the written test will not be considered for employment.

14. After the written examination of applicants has been completed, the Commission will establish a date, time, and a location to conduct interviews of the applicants.
15. Final grades as they are posted on the eligibility list [pending further examinations] shall be the sum of the written test, interview scores, and military service points as required. No points will be assigned or deducted for any other examination or test of the applicant as such other examination and test will be conducted on a pass or fail basis. The highest score shall be first, and all other scores will follow in succession, in descending order based on his/her final score.
16. Those applicants who successfully complete all written examinations, interviews, and physical agility test, shall individually, or as a small group, be required to submit themselves for psychological evaluations by licensed professionals approved by the Fire Civil Service Commission.
16. Candidates who have been successful will submit themselves for a background investigation, which shall be in depth and detailed.
17. In accordance with Sections 8-15-20 of the Code, the top three (3) persons on the list will be interviewed by the City Manager and the Fire Chief and or other representatives of the department as authorized by the City Manager who will then choose one (1) person for an open position. This process must be used for each vacancy to be filled. If a person has been passed over by a person below them three (3) times, that person's name shall be removed from the list and so notified in writing.
18. Those who have been offered a position by the City Manager shall then submit themselves for a medical examination, which shall be conducted under the supervision of a board of doctors of medicine at West Virginia University, School of Medicine Institute, Occupational Health and Safety appointed by the City Manager. Such board must certify that the applicant is free from any bodily or mental defects, deformity or diseases which might incapacitate him/her from the performances of duties. The medical examination shall be in compliance with the latest edition of NFPA 1582. (Listed on Page 7-18).

#### **PROMOTIONS**

19. APPRENTICESHIP RATINGS shall be in accordance with the local apprenticeship program and shall not be considered promotions.

0 - 6 months	Probationary
6 - 12 months	Probationary recruit
12 - 24 months	Apprentice I
24 months-6,000 hrs.	Apprentice II
6,000 hrs. plus	Journey/Firefighter

20. FIREFIGHTER FIRST CLASS is the first promotional rank in the Morgantown Fire Department, showing a high level of competency. This rank shall be open to all persons having at least two (2) years of full employment on the department, and who have successfully completed the registered apprenticeship and certification program as provided in Section 8-15-22 of the West Virginia Code. The written examination for promotion to Firefighter First Class shall be the written examination administered pursuant to Section 8-15A-1 et seq. of the West Virginia Code for securing certification of a firefighter by the Bureau of Apprenticeship and Training of the United States Department of Labor. The promotional position must first be approved by the City Manager. For promotion to Firefighter First Class, the candidate must successfully pass the written examination, have at least 24 months of continuous service with the Morgantown Fire Department, and pass the required medical examination. Any reappointed member to the Morgantown Fire Department or new member who has previously passed the written examination required by this section shall be eligible for promotion to Firefighter First Class provided that all the aforementioned additional requirements have been met.
21. ALL OTHER RANKS require the minimum of two (2) years in the previous rank in order to be eligible for promotion. The promotions to the ranks of Lieutenant and Captain shall be based upon written test scores and experience points as outlined in sections 23.1 through 23.5 of this document. The promotion to the rank of Chief shall be based upon written and oral tests scores, along with experience points as outlined in section 23.6 of this document.
22. Medical examinations are required for those candidates who have successfully scored for available promotions. Medical examinations shall be in compliance with Section 8-15-18 of the Firemen's Civil Service Law. Job descriptions outlining the type of work and the probable physical exertions that would be expected at each grade level in the Fire Department shall be submitted to the medical examiners. A list of the candidates for promotion, stating thereon the position for which each candidate is being examined, shall accompany the job description sheet.
23. Medical examinations for promotion shall be conducted, as for original appointments, on a pass or fail basis, with the exception that the medical examiners shall take into account the possible advancing age of the candidate. Minor physical

defects that have developed since the candidate's original appointment should not deprive the Department of a person's superior performance and increased knowledge in a leadership position. In no case, however, should serious physical defects be passed, if such defects would reasonably be expected to become a threat to the candidate, or others, while in the performance of the duties of the position he/she seeks. Such medical judgment shall be left to the discretion of the medical examiners.

**FORMULA FOR PROMOTION FOR ALL RANKS ABOVE FIREFIGHTER FIRST CLASS.**

23.1 Formula for promotion to Lieutenant and Captain shall be 75% written and 25% experience.

- a) The person making the highest written score will equal 75%.
- b) The person having the most experience will equal 25%.
- c) One (1) bonus point will be given to the most senior in the event of a tie.

23.2 EXAMPLE: (written)

The person with the highest number of correct answers determines the coefficient to be used for calculating the remaining written test scores. This coefficient is derived by dividing 75% by the highest number of correct answers by any individual. Example: The person with the highest number of correct answers has 90 correct answers (regardless of the number of questions on the test). Consequently, the coefficient for this test would be 75 divided by 90 or a coefficient of 0.8333/correct answers. Note: all coefficients and subsequent scores are to be carried out four places beyond the decimal point. Subsequently, the person who has scored the most correct answers with 90 in this example shall get maximum credit of 75%. Every other test taker will have his/her number of correct answers multiplied by this same coefficient in order to determine their final written score.

23.3 EXAMPLE (Experience)

Experience points will constitute the remaining 25% of the total test score. There are two components considered when calculating experience points. The first is the number of months on the department and the second is the number of

months in grade. Partial months will be calculated on a prorata basis assuming a 30 day month regardless of the actual number of days in any particular partial month.

To arrive at the total number of months used to calculate experience points, you must first combine the total number of months awarded for being on the department and the total number of months awarded for being in grade. The following formula will be used to accomplish this goal:

TOTAL # OF MONTHS ON DEPARTMENT + (IN GRADE MONTHS X 0.1) =  
TOTAL MONTHS USED TO CALCULATE EXPERIENCE POINTS.

Once again, the person with the most total months of seniority (using the above formula) shall be awarded 25%. This person with the highest number of months seniority, as established by the above formula, will also establish the coefficient to be used for all others taking the test.

Simply stated, to derive the coefficient to be used, 25% will be divided by the highest number of months awarded for seniority by the above formula. For example, if the person receiving the highest number of months for seniority had a total of 214 months, then the coefficient would be 25 divided by 214 or 0.1168. (Note: Here again, all coefficients and subsequent scores are to be carried out four places beyond the decimal point). This coefficient would give the member with the highest number of seniority months a total 25%. Each subsequent member's total number of seniority months shall be multiplied by this same coefficient in order to ascertain their respective seniority points.

#### 23.4 FINAL:

A final score shall be the sum of both the seniority points as calculated and the written test scores as calculated.

23.5 Formula for promotion to Fire Chief will be 75% written test, and 25% experience. The method of compiling the scores for the written and the experience points shall be the same as with the other promotions with the exception that the aforementioned percentages shall apply. **One (1) bonus point will be given to the most senior in the event of a tie.**

**GENERAL PROVISIONS:**

24. If the Officer structure of the Fire Department is changed at some future time and the rank designations are changed, the rules shall be changed by the lawful procedure to accommodate that situation.
25. All papers that have a bearing on the final grades of candidates for promotion shall be included as a part of the record of the examination. The record of all examinations shall be kept and preserved as prescribed in Section 8-15-15 of the Fire Civil Service Law.
26. Any candidate for promotion shall be permitted to see his/her own written test paper upon his/her request to the City Clerk and to satisfy himself/herself that he/she has received a fair and impartial examination for promotion. This shall be subject to the testing firm's regulations.
27. If the candidate determines that he/she has cause to dispute the result of the examination, all records of the examination shall be opened in the presence of at least one of the commissioners and the City Clerk, for inspection by the candidate and his/her attorney if he/she has engaged one.
28. It shall be the duty of all the members of the Fire Civil Service Commission to protect the right of each candidate to a fair and impartial evaluation of his/her competence. Further, it shall be the special duty of the firemen's appointee on the commission to act as the advocate of each candidate's lawful rights.

**JOB DESCRIPTIONS (as to physical exertion)**

**FIREFIGHTER/JOURNEY**

29. A firefighter's occupation demands a good sound body with a reasonable degree of physical agility, strength, and stamina. He/she will be expected to lift, carry, and drag heavy weight, such as tools, charged hose lines, heavy ladders, and persons. He/she must expect to handle these weights while climbing stairs or ladders and during conditions of physical stress such as in smoky atmospheres, conditions of excessive heat, and other hazardous conditions. The nature of a firefighter's work is such that he/she must respond from a condition of probable light physical exertion, or of being at rest, or in bed asleep, to situations in which he/she must, within 2 to 3 minutes, exert himself/herself strenuously and be able to cope with the emotional and physical stresses inherent to a firefighter's work.

## FIREFIGHTER FIRST CLASS

30. Firefighter First Class shall be the first step in the Department's chain of command. Duties and responsibilities of the position shall be at the discretion of the Fire Chief and shall include coping with the demands made upon a firefighter. He/she will be expected to be at the seat of any emergency and to function in a leadership capacity, while actually participating in the necessary physical work required. Although some minor physical defects that have developed since his/her initial hiring may be balanced off against the person's increased knowledge and experience, he/she should not be passed for promotion to Firefighter First Class if age, sickness, or neglect of his/her physical condition has caused him/her to deteriorate to the point that the necessary physical and mental stresses are a threat to his/her own safety and the safety of others.

## LIEUTENANT

31. A Lieutenant in the Fire Department should be expected to cope with any of the demands made upon a firefighter. He/she will be expected to be at the seat of any emergency and to function in a leadership capacity, while actually participating in the necessary physical work required. Although some minor physical defects that have developed since his/her initial hiring may be balanced off against the person's increased knowledge and experience, he/she should not be passed for promotion to Lieutenant if age, sickness, or neglect of his/her physical condition has caused him/her to deteriorate to the point that the necessary physical and mental stresses are a threat to his/her own safety and the safety of others.

## CAPTAIN

32. A Captain would not necessarily expect to exert physically to the degree that would be expected for firefighter, firefighter first class, or lieutenant. A Captain's work is primarily to direct and supervise the activities of others. His/her value to the Fire Department lies mainly in his/her abilities to make intelligent decisions based on his/her knowledge and experience, his/her leadership skills, and his/her ability to gain and maintain control of situations. A sound heart and emotional stability are required, but the Fire Department should not be deprived of a well-qualified leader because of some minor physical deterioration that may have developed with the person's advancing years. Such minor defect can be compensated for by prudence and ability to adjust.

FIRE CHIEF

33. A Fire Chief is, for the most part, a manager and director. He/she must expect to assume command of emergency situations which may tend to bring about emotional stress and, at times, to subject him/her to long periods of exposure to extreme weather conditions. There would seldom be reason for a Fire Chief to engage in heavy physical exertion or to operate emergency equipment other than for the purpose of his/her own transportation. A sound heart and emotional stability are required.

**MEDICAL REQUIREMENTS FOR FIRE FIGHTERS, NFFA 1582**

34. **Preplacement Medical Evaluation.** The candidate shall be certified by the fire department physician as meeting the medical requirements of this standard prior to entering into a training program to become a fire fighter or performing in an emergency operational environment as a fire fighter.
35. For candidates, the medical requirements of this standard shall be implemented when adopted by the Commission and approved by City Council.
36. **Category A Medical Condition.** A medical condition that would preclude a person from performing as a firefighter in a training or emergency operational environment by presenting a significant risk to the safety and health of the person or others.
37. **Category B Medical Condition.** A medical condition that, based on its severity or degree, may preclude a person from performing as a firefighter in a training or emergency operational environment by presenting a significant risk to the safety and health of the person or others.

**Category A and B Medical Conditions**

38. **Head and Neck.**

**Head:**

Category A medical conditions shall include:

- (a) none

Category B medical conditions shall include:

- (a) Deformities of the skull such as depressions or exposures.
- (b) Deformities of the skull associated with evidence of the disease of the brain, spinal cord, or

peripheral nerves.

- (c) Loss or congenital absence of the bony substance of the skull.
- (d) Any other head condition that results in a person not being able to perform as a fire fighter.

**Neck:**

Category A medical conditions shall include:

- (a) None

Category B medical conditions shall include:

- (a) Thoracic outlet syndrome.
- (b) Congenital cysts, chronic draining fistulas, or similar lesion.
- (c) Contraction of neck muscles.
- (d) Any other condition that results in a person not being able to perform as a fire fighter.

**39. Eyes and Vision.**

Category A medical condition shall include:

- (a) Far visual acuity. Far vision acuity shall be at least 20/30 binocular corrected with contact lenses or spectacles. Far vision acuity uncorrected shall be at least 20/100 binocular for wearers of hard contacts or spectacles. Successful long-term soft contact lens wearers shall not be subject to the uncorrected criterion.
- (b) Peripheral vision. Visual field performance without correction shall be 140 degrees in the horizontal meridian in each eye.

Category B medical conditions shall include:

- (a) Color vision inadequate to identify red, green, and yellow colors.
- (b) Diseases of the eye such as retinal detachment, progressive retinopathy, or optic neuritis.
- (c) Ophthalmological procedures such as radical keratotomy or repair of retinal detachment.

- (d) Any other eye condition that results in a person not being able to perform as a fire fighter.

#### 40. Ears and Hearing.

Category A medical conditions shall include:

- (a) Hearing deficit in the pure tone thresholds in the unaided worst ear:
  - (1) Greater than 25 dB in three of the four frequencies:
    - (i) 500 Hz,
    - (ii) 1000 Hz,
    - (iii) 2000 Hz,
    - (iv) 3000 Hz.
  - (2) Greater than 30 dB in any one of the three frequencies:
    - (i) 500 Hz,
    - (ii) 1000 Hz,
    - (iii) 2000 Hz; and an average greater than 30 dB for the four frequencies:
      - (i) 500 Hz,
      - (ii) 1000 Hz,
      - (iii) 2000 Hz,
      - (iv) 3000 Hz.

Category B medical conditions shall include:

- (a) Auditory canal - atresia, severe stenosis, or tumor.
- (b) Severe external otitis.
- (c) Auricle - severe agenesis or traumatic deformity.
- (d) Mastoid - severe mastoiditis or surgical deformity
- (e) Meniere's syndrome or labyrinthitis.
- (f) Otitis media.
- (g) Any other ear condition that results in a person not being able to perform as a fire fighter.

**41. Dental.**

Category A medical conditions shall include:

- (a) None.

Category B medical conditions shall include:

- (a) Diseases of the jaws or associated tissues.
- (b) Orthodontic appliances.
- (c) Oral tissues, extensive loss.
- (d) Relationship between the mandible and maxilla that precludes satisfactory postorthodontic replacement or ability to use protective equipment.
- (e) Any other dental condition that results in a person not being able to perform as a fire fighter.

**42. Nose, Oropharynx, Trachea, Esophagus, and Larynx.**

Category A medical conditions shall include:

- (a) Tracheostomy.
- (b) Aphonia.
- (c) Anosmia

Category B medical conditions shall include:

- (a) Congenital or acquired deformity.
- (b) Allergic respiratory disorder.
- (c) Sinusitis, recurrent.
- (d) Dysphonia.
- (e) Any other nose, oropharynx, trachea, esophagus, or larynx condition that results in a person not being able to perform as a fire fighter or to communicate effectively.

**43. Lungs and Chest Wall.**

Category A medical conditions shall include:

- (a) Suppurative disease of lung or pleural space.

Category B medical conditions shall include:

- (a) Lobectomy.
- (b) Bronchial asthma.
- (c) History of bronchiectasis, bronchitis, fibrous pleuritis, fibrosis, cystic disease, tuberculous, or mycotic disease of the lung.
- (d) Pneumothorax
- (e) Any other pulmonary or chest wall condition that results in a person not being able to perform as a fire fighter.

**44. Heart and Vascular System.**

Heart:

Category A medical conditions shall include:

- (a) Current angina pectoris
- (b) Left bundle branch block or second degree Type II atrioventricular block.
- (c) Myocardial insufficiency.
- (d) Acute pericarditis, endocarditis, or myocarditis. Chronic pericarditis, endocarditis with resultant significant valvular lesions, or myocarditis leading to myocardial insufficiency or excludable arrhythmias.
- (e) History of myocardial infarction, coronary artery bypass, or coronary angioplasty.
- (f) Cardiac pacemaker
- (g) Recurrent syncope.

Category B medical conditions shall include:

- (a) Significant valvular lesions of the heart including prosthetic valves.
- (b) Coronary artery disease.
- (c) Atrial tachycardia, flutter, or fibrillation.
- (d) Third degree atrioventricular block.
- (e) Ventricular tachycardia.
- (f) Hypertrophy of the heart.
- (g) Recurrent paroxysmal tachycardia.
- (h) History of a congenital abnormality.
- (i) Any other cardiac condition that results in a person not being able to perform as a fire fighter.

Vascular System:

Category A medical conditions shall include:

- (a) Congenital or acquired lesions of the aorta or major vessels.
- (b) Marked circulatory instability as indicated by orthostatic hypotension, persistent tachycardia, and severe peripheral vasomotor disturbances.
- (c) Aneurysm of the heart or major vessel, congenital or acquired.

Category B medical conditions shall include:

- (a) Hypertension.
- (b) Peripheral vascular disease such as Raynaud's phenomenon.
- (c) Recurrent thrombophlebitis
- (d) Chronic lymphedema due to lymphopathy or severe venous valvular incompetency.
- (e) Any other vascular condition that results in a person not being able to perform as a fire fighter.

**45. Abdominal Organs and Gastrointestinal System.**

Category A medical conditions shall include:

- (a) Chronic active hepatitis.

Category B medical conditions shall include:

- (b) Cholecystitis
- (c) Gastritis
- (d) Hemorrhoids.
- (e) Acute hepatitis.
- (f) Hernia.
- (g) Inflammatory bowel disease.
- (h) Intestinal obstruction.
- (i) Pancreatitis.
- (j) Resection, bowel.
- (k) Ulcer, gastrointestinal.
- (l) Cirrhosis, hepatic or biliary.
- (m) Any other gastrointestinal condition that results in a person not being able to perform the duties of fire fighter.

**46. Genitourinary System.**

Reproductive:

Category A medical conditions shall include:

- (a) None.

Category B medical conditions shall include:

- (a) Pregnancy, for its duration.
- (b) Dysmenorrhea.
- (c) Endometriosis, ovarian cysts, or other gynecologic conditions.
- (d) Testicular or epididymal mass.

- (e) Any other genital condition that results in a person not being able to perform as a fire fighter.

**47. Urinary System.**

Category A medical conditions shall include:

- (a) None.

Category B medical conditions shall include:

- (a) Diseases of the kidney.
- (b) Diseases of the ureter, bladder, or prostate.
- (c) Any other urinary conditions that results in a person not being able to perform as a fire fighter.

**48. Spine, Scapulae, Ribs, and Sacroiliac Joints.**

Category A medical conditions shall include:

- (a) None.

Category B medical conditions shall include:

- (a) Arthritis
- (b) Structural abnormality, fracture, or dislocation.
- (c) Nucleus pulposus, herniation of or history of laminectomy.
- (d) Any other spinal condition that results in a person not being able to perform as a fire fighter.

**49. Extremities.**

Category A medical conditions shall include:

- (a) None.

Category B medical conditions shall include:

- (a) Limitation of motion of a joint.
- (b) Amputation or deformity of a joint or limb.
- (c) Dislocation of a joint.

- (d) Joint reconstruction, ligamentous instability, or joint replacement.
- (e) Chronic osteoarthritis or traumatic arthritis.
- (f) Inflammatory arthritis.
- (g) Any other extremity condition that results in a person not being able to perform as a fire fighter.

**50. Neurological Disorders.**

Category A medical conditions shall include:

- (a) Ataxias of heredo-degenerative type.
- (b) Cerebral arteriosclerosis as evidenced by documented episodes of neurological impairment.
- (c) Multiple sclerosis with activity or evidence of progression within previous three years.
- (d) Progressive muscular dystrophy or atrophy.
- (e) All seizure disorders to include psychomotor, focal, petit mal, or grand mal seizures other than for those with complete control during previous five years, normal neurological examination, and definitive statement from qualified neurological specialist.

Category B medical conditions shall include:

- (a) Congenital malformations.
- (b) Migraine.
- (c) Clinical disorders with paresis, paralysis, dyscoordination, deformity, abnormal motor activity, abnormality of sensation, or complaint of pain.
- (d) Subarachnoid or intracerebral hemorrhage.
- (e) Abnormalities from recent head injury such as severe cerebral contusion or concussion.
- (f) Any other neurological condition that results in a person not being able to perform as a fire fighter.

**51. Skin.**

Category A medical conditions shall include:

- (a) None.

Category B medical conditions shall include:

- (a) Acne or inflammatory skin disease.
- (b) Eczema.
- (c) Any other dermatologic condition that results in the person not being able to perform as a fire fighter.

**52. Blood and Blood-Forming Organs.**

Category A medical conditions shall include:

- (a) Hemorrhage states requiring replacement therapy.
- (b) Sickle cell disease (homozygous).

Category B medical conditions shall include:

- (a) Anemia.
- (b) Leukopenia.
- (c) Polycythemia vera.
- (d) Splenomegaly.
- (e) History of thromboembolic disease.
- (f) Any other hematological condition that results in a person not being able to perform as a fire fighter.

**53. Endocrine and Metabolic Disorders.**

Category A medical conditions shall include:

- (a) None.

Category B medical conditions shall include:

- (a) Diseases of the adrenal gland, pituitary gland, parathyroid gland, or thyroid gland of clinical significance.

- (b) Nutritional deficiency disease or metabolic disorder.
- (c) Diabetes mellitus.
- (d) Any other endocrine or metabolic condition that results in a person not being able to perform as a fire fighter.

**54. Systemic Diseases and Miscellaneous Conditions.**

Category A medical conditions shall include:

- (a) None.

Category B medical conditions shall include:

- (a) Connective tissue disease, such as dermatomyositis, lupus erythematosus, scleroderma, and rheumatoid arthritis.
- (b) Residuals from past thermal injury.
- (c) Documented evidence of a predisposition to heat stress with recurrent episodes or resulting residual injury.
- (d) Any other systemic condition that results in a person not being able to perform as a fire fighter.

**55. Tumors and Malignant Diseases.**

Category A medical conditions shall include:

- (a) None

Category B medical conditions shall include:

- (a) Malignant disease that is newly diagnosed, untreated, or currently being treated.
- (b) If the candidate presents with an acute medical problem or newly acquired chronic medical condition that interferes with the candidate's ability to perform the functions of a firefighter, medical certification shall be postponed until that person has recovered from this condition and presents to the fire department for review.
- (c) If the current firefighter presents with an acute illness or recently acquired chronic medical

condition, the evaluation shall be deferred until the firefighter has recovered from the condition and presents to the fire department to return to duty.

- (d) Treated malignant disease shall be evaluated based on that person's current physical condition and on the likelihood of that person's disease to recur or progress.
- (e) Any other tumor or similar condition that results in a person not being able to perform as a fire fighter.

**56. Psychiatric Conditions.**

Category A medical conditions shall include:

- (a) None.

Category B medical conditions shall include:

- (a) A history of psychiatric condition or substance abuse problem shall be evaluated based on that person's current condition.
- (b) Any other psychiatric condition that results in a person not being able to perform as a fire fighter.

**57. Chemicals, Drugs, and Medications.**

Category A medical conditions shall include:

- (a) None.

Category B medical conditions shall include:

- (a) Anticoagulant agents.
- (b) Cardiovascular agents.
- (c) Narcotics.
- (d) Sedative-hypnotics.
- (e) Stimulants.
- (f) Psychoactive agents.

- (g) Steroids
- (h) Any other chemical, drug, or medication that results in a person not being able to perform as a fire fighter.

**MINIMUM PHYSICAL FITNESS REQUIREMENTS FOR  
THE MORGANTOWN FIRE DEPARTMENT**

58. For candidates, the fitness requirements of this standard shall be implemented when adopted by the Commission and approved by City Council.

~~59. **TASK 1. STAIR CLIMB WITH HIGH RISE PACK**~~

~~Carry a high-rise standpipe pack (2-50 foot sections of 1 1/2 inch hose weighing approximately 50 pounds) to the fifth floor (or equivalent) of a drill tower or high rise building.~~

~~**TASK 2. HOSE HOIST**~~

~~From the top of the tower, using a hand over hand motion, pull a rope to hoist a 50 foot roll of 1-1/2 inch hose with couplings to the top of the tower. This evolution is complete when the roll clears the rail and is dropped on the floor.~~

~~**TASK 3. FORCIBLE ENTRY**~~

~~For the purpose of testing for forcible entry/ventilation, the sledge hammer is the safest and least skill-dependent tool. The act of chopping is one of the basic of all foreground evolutions. For forcible entry test, the Keiser Force Machine will be used, driving an I-beam 5 feet in distance, using a 9 pound dead blow mallet.~~

~~**TASK 4. HOSE ADVANCE**~~

~~Wrap the lead end of an uncharged 2 1/2 inch line over the shoulder. While walking forward at a rapid pace, stretch the line by pulling it from a pre-connected bed of hose on the back of a pumper a total distance of 100 feet.~~

~~**TASK 5. VICTIM RESCUE**~~

~~A mannequin is placed in a supine position on the ground, the rescuer approaches the victim from the head end, grasps the shoulders, and raises the torso of the~~

victim to the vertical position from the waist. Then, while kneeling or squatting close to the back of the victim, wrap the arms around the chest of the victim, lock the hands and lift the victim by standing. Use the large muscles of the legs rather than the low back. The rescuer then drags the victim by walking backwards a distance of 100 feet.

### Event 1: Stair Climb

#### Equipment

This event uses a stair-climbing machine. The handrails will remain attached to assist in mounting and dismounting the stair-climber. Placement of the equipment should be done so mounting and dismounting can be as easy as possible.

#### Purpose of Evaluation

This event is designed to simulate the critical tasks of climbing stairs in full protective clothing while carrying a high-rise pack (hose bundle) and climbing stairs in full protective clothing carrying firefighter equipment. This event challenges your aerobic capacity, lower body muscular endurance, and ability to balance. This event affects your aerobic energy system as well as the following muscle groups: quadriceps, hamstrings, glutes, calves, and lower back stabilizers.

#### Event

For this event, you must wear two 12.5-pound weights on your shoulders to simulate the weight of a high-rise pack. Prior to the initiation of the timed MAT, there is a 20-second warm-up on the stair-climber at a set stepping rate of 50 steps per minute. During this warm-up period, you are permitted to dismount, grasp the rail, or hold the wall to establish balance and cadence. If you fall or dismount the stair-climber during the 20-second warm-up period, you must remount the stair-climber and restart the entire 20-second warm-up period. You are allowed to restart the warm-up period twice. The timing of the test begins at the end of this warm-up period when the proctor calls the word "START." There is no break in time between the warm-up period and the actual timing of the test. For the test, you must walk on the stair-climber at a set stepping rate of 60 steps per minute for 3 minutes. This concludes the event. The two 12.5-pound weights are removed from your shoulders. Walk 50 feet within the established walkway to the next event.

#### Failures

If you fall or dismount the stair-climber three times during the warm-up period, you fail the test. If you fall, grasp any of the test equipment, or dismount the stair-climber after the timed MAT begins, the test is concluded and you fail the test. During the

test, you are permitted to touch the wall or handrail for balance only momentarily. However, if the wall or handrail is grasped or touched for an extended period of time, or if the wall or handrail is used for weight bearing, you are warned. Only two warnings are given. The third infraction constitutes a failure.

## Event 2: Hose Drag

### Equipment

This event uses an uncharged fire hose with a hoseline nozzle. The hoseline is marked at 8 feet past the coupling at the nozzle to indicate the maximum amount of hose you are permitted to drape across your shoulder or chest. The hoseline is also marked at 50 feet past the coupling at the nozzle to indicate the amount of hoseline that you must pull into a marked boundary box before completing the test.

### Purpose of Evaluation

This event is designed to simulate the critical tasks of dragging an uncharged hoseline from the fire apparatus to the fire occupancy and pulling an uncharged hoseline around obstacles while remaining stationary. This event challenges your aerobic capacity, lower body muscular strength and endurance, upper back muscular strength and endurance, grip strength and endurance, and anaerobic endurance. This event affects your aerobic and anaerobic energy systems as well as the following muscle groups: quadriceps, hamstrings, glutes, calves, lower back stabilizers, biceps, deltoids, upper back, and muscles of the forearm and hand (grip).

### Event

For this event, you must grasp a hoseline nozzle attached to 200 feet of 1 1/2-inch hose. Place the hoseline over your shoulder or across your chest, not exceeding the 8-foot mark. You are permitted to run during the hose drag. Drag the hose 50 feet to a prepositioned drum, make a 90 degree turn around the drum, and continue an additional 50 feet. Stop within the marked 5 foot x 7 foot box, drop to at least one knee and pull the hoseline until the hoseline's 50-foot mark crosses the finish line. During the hose pull, you must keep at least one knee in contact with the ground and knee(s) must remain within the marked boundary lines. This concludes the event. Walk 50 feet within the established walkway to the next event.

### Failures

During the hose drag, if you fail to go around the drum or go outside of the marked path (cones), the test time is concluded

and you fail the test. During the hose pull, you are warned if at least one knee is not kept in contact with the ground. The second infraction constitutes a failure, the test time is concluded and you fail the test. During hose pull, you are warned if your knees go outside the marked boundary line. The second infraction constitutes a failure, the test time is concluded and you fail the test.

### Event 3: Equipment Carry

#### Equipment

This event uses two saws and a tool cabinet replicating a storage cabinet on a fire truck.

#### Purpose of Evaluation

This event is designed to simulate the critical tasks of removing power tools from a fire apparatus, carrying them to the emergency scene, and returning the equipment to the fire apparatus. This event challenges your aerobic capacity, upper body muscular strength and endurance, lower body muscular endurance, grip endurance, and balance. This event affects your aerobic energy system as well as the following muscle groups: biceps, deltoids, upper back, trapezius, muscles of the forearm and hand (grip), glutes, quadriceps, and hamstrings.

#### Event

For this event, you must remove the two saws from the tool cabinet, one at a time, and place them on the ground. Pick up both saws, one in each hand, and carry them while walking 70 feet around the drum, then back to the starting point. You are permitted to place the saw(s) on the ground and adjust your grip. Upon return to the tool cabinet, place the saws on the ground, pick up each saw one at a time, and replace the saw in the designated space in the cabinet. This concludes the event. Walk 50 feet within the established walkway to the next event.

#### Failures

If you drop either saw on the ground during the carry, the test time is concluded and you fail the test. You receive one warning for running. The second infraction constitutes a failure, the test time is concluded and you fail the test.

### Event 4: Forcible Entry

#### Equipment

This event uses a Keiser sled and a 8-pound dead blow sledgehammer.

#### Purpose of Evaluation

This event is designed to simulate the critical tasks of using force to open a locked door or to breach a wall. This event challenges your aerobic capacity, upper body muscular strength and endurance, lower body muscular strength and endurance, balance, grip strength and endurance, and anaerobic endurance. This event affects your aerobic and anaerobic energy systems as well as the following muscle groups: quadriceps, glutes, triceps, upper back, trapezius, and muscles of the forearm and hand (grip).

#### Event

For this event, you must use a 8-pound dead blow sledgehammer to strike a sled until reaching the designated mark. This concludes the event. Walk 50 feet within the established walkway to the next event.

#### Failures

If you do not maintain control of the sledgehammer and release it from both hands while swinging, it constitutes a failure, the test time is concluded and you fail the test.

#### Event 5: Search

##### Equipment

This event uses an enclosed search area with a hose line to be followed to the exit.

##### Purpose of Evaluation

This event is designed to simulate the critical task of searching for a fire victim with limited visibility in an unpredictable area. This event challenges your aerobic capacity, upper body muscular strength and endurance, agility, balance, anaerobic endurance, and kinesthetic awareness. This event affects your aerobic and anaerobic energy systems as well as the following muscle groups: muscles of the chest, shoulder, triceps, quadriceps, abdominals, and lower back.

#### Event

For this event, you must crawl through a hallway, while following an 1 1/2 hose line for approximately 100ft. At the end of the hose line exit the event. This concludes the event. Walk 50 feet within the established walkway to the next event.

#### Failures

A request for assistance at any point constitutes a failure, the test time is concluded and you fail the test.

#### Event 6: Rescue

##### Equipment

This event uses a weighted mannequin equipped with a harness with shoulder handles.

#### Purpose of Evaluation

This event is designed to simulate the critical task of removing a victim or injured partner from a fire scene. This event challenges your aerobic capacity, upper and lower body muscular strength and endurance, grip strength and endurance, and anaerobic endurance. This event affects your aerobic and anaerobic energy systems as well as the following muscle groups: quadriceps, hamstrings, glutes, abdominals, torso rotators, lower back stabilizers, trapezius, deltoids, latissimus dorsi, biceps, and muscles of the forearm and hand (grip).

#### Event

For this event, you must grasp a 165-pound mannequin by the handle(s) on the shoulder(s) of the harness (either one or both handles are permitted), drag it 35 feet to a prepositioned drum, make a 180 degree turn around the drum, and continue an additional 35 feet to the finish line. You are not permitted to grasp or rest on the drum. It is permissible for the mannequin to touch the drum. You are permitted to drop and release the mannequin and adjust your grip. The entire mannequin must be dragged until it crosses the marked finish line. This concludes the event and the test.

#### Failures

If you grasp or rest on the drum at any time, one warning is given. The second infraction constitutes a failure, the test time is concluded and you fail the test. Failure to complete entire test in seven minutes and fifteen seconds is automatic failure.

#### DUTIES AND RESPONSIBILITIES EXPECTED OF APPLICANTS SHOULD THEY BE APPOINTED TO THE MORGANTOWN FIRE DEPARTMENT

60. The present daily duty tour is twenty-four (24) hours, 8:00 a.m. to 8:00 a.m., followed by twenty-four (24) hour days off, scheduled to provide an average work week of 56 hours. Initially, a probationary firefighter shall not be placed on a regular shift. Instead, he/she will work Monday through Friday from 0800 hours until 1800 hours and then will report to work on Saturday from 0800 until 1400 hours. This schedule will normally be maintained for a period of thirty days, or at the discretion of the Fire Chief with the recommendation of the Training Coordinator.
61. You may be called back to duty in the event of large fires or other serious emergency.
62. You will be expected to report to work on time.

63. You will be expected to climb ladders as much as 100 feet in height.
64. You will be expected to perform firefighting duties that will at times be dangerous to life and limb.
65. You will be expected to participate in drill that will at times be dangerous.
66. You will be expected to endure physical hardships related to fighting fire or dealing with other emergency situations.
67. You will be expected to study and learn the location of all streets and fire hydrants in the City.
68. You will be required to enroll in an apprenticeship agreement and complete the 6,000 hour program.
69. You will be expected to meet and maintain a working knowledge of the latest National Fire Protection Association (NFPA) Firefighter Professional Qualifications.
70. You will be expected to learn to drive and operate emergency vehicles of various types.
71. You will be expected to do medical duty and practice first aid if you are assigned this duty.
72. You will be expected to remember that duty assignments will not be made on the basis of personalities and that the burden is upon each individual to get along with the personnel with whom he/she is assigned to work.
73. The above list is not a complete description of a firefighter's duties, but is intended only to give the applicant an idea of what will be expected of him/her.
74. You will be expected to comply with the Rules and Regulations governing the Fire Department and discharge your duties to the best of your ability.

**RESIDENCY REQUIREMENTS FOR APPOINTEES TO THE  
MORGANTOWN FIRE DEPARTMENT**

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

Any firefighter employed by the City of Morgantown with an appointment date after February 7, 1984, shall establish and maintain his permanent physical residence within a ten (10) mile radius of the main station of the Morgantown Fire Department, 228 South High Street, Morgantown, West Virginia, and shall continue to maintain his permanent physical residence within the residency area for the entire period of his/her active employment with the Morgantown Fire Department. The area within which residency is required shall be determined by using a global positioning device or GPS unit. An initial reference point shall be established at the 228 South High Street station, and the residency perimeter shall not exceed ten "statute" miles from this original reference point.

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

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

## BOARDS AND COMMISSIONS - TERMS EXPIRED AND CURRENT VACANCIES

### FIRE CIVIL SERVICE:

Dan Hursh e-mailed that he must resign due to personal reasons. We are looking for a new Commissioner administratively. This is a City Manager appointment.

### URBAN LANDSCAPE:

Nicole Panaccione, Fourth Ward resigned on 7/1/2014. Councilor Selin is looking for a replacement for that position on that commission. Nominated by CM, one from each WD, 13 members with staggered terms and 1 Councilor.

### TREE BOARD:

Kara Hurst also resigned from the Tree Board. City Clerk advertised for new members. Residents appt. not ward specific; one member must have knowledge of tree management and care.

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

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

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

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

2/24/15

AN ORDINANCE AMENDING THE FY 2014-2015 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 2014-2015 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: 2014-2015  
 Fund: General  
 Rev. No. 3  
 Pg. of No. 1 of 2

City of Morgantown  
 GOVERNMENT ENTITY

389 Spruce Street  
 STREET OR PO BOX

Municipality  
 Government Type

Person To Contact Regarding Request:

Name: J.R. Sabatelli  
 Phone: 304-284-7407  
 Fax: 304-284-7418

Morgantown 26505  
 CITY ZIP CODE

**REVENUES: (net each acct.)**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
305	Business and Occupation Tax	13,405,000	2,870,000		16,275,000
301-02-05	Prior Year Taxes	184,000	16,000		200,000
303	Gas and Oil Severance Tax	27,000	26,000		53,000
304	Excise Tax on Utilities	1,005,000		15,000	990,000
306	Wine & Liquor Tax	715,000	85,000		800,000
367	Other Grants	37,000		15,100	21,900
<b>NET INCREASE/(DECREASE) Revenues (ALL PAGES)</b>			<b>3,389,825</b>		

**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*	261,162	9,862		271,024
444	Contributions / Transfers to Other Funds	1,979,806	2,895,000		4,874,806
415	City Clerk	158,070	17,945		176,015
417	City Attorney	282,689	36,586		319,275
422	Personnel Office	44,648	1,300		45,948
436	Building Inspection	958,366	11,447		969,813
700	Police Department	6,648,020	315,160		6,963,180
706	Fire Department	4,419,508	96,525		4,516,033
424	Contributions to Comms/Authorities	17,390	4,500		21,890
441	Other buildings	888,878	1,500		890,378
	#N/A				
<b>NET INCREASE/(DECREASE) Expenditures</b>			<b>3,389,825</b>		

APPROVED BY THE STATE AUDITOR

BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE



City of Morgantown  
 General Fund  
 Budget Revision #3  
 Fiscal Year 2015

Wage related adjustments:

Department 415

City Clerk:	Current	New	Revision
Salaries and Wages	90,384.00	95,274.00	4,890.00
Social Security	5,666.00	5,970.00	304.00
Health & Life Ins.	9,163.00	21,065.00	11,902.00
Empl. Retirement	14,201.00	14,961.00	760.00
Medicare	1,326.00	1,397.00	71.00
Workers Comp	398.00	416.00	18.00
			<u>17,945.00</u>

Department 417

City Attorney:	Current	New	Revision
Salaries and Wages	185,977.00	211,159.00	25,182.00
Social Security	11,531.00	13,093.00	1,562.00
Health & Life Ins.	22,906.00	28,410.00	5,504.00
Empl. Retirement	28,228.00	32,142.00	3,914.00
Medicare	2,697.00	3,063.00	366.00
Workers Comp	510.00	568.00	58.00
			<u>36,586.00</u>

Department 436

Code Enforcement:	Current	New	Revision
Salaries and Wages	513,343.00	522,343.00	9,000.00
Social Security	32,262.00	32,820.00	558.00
Empl. Retirement	80,862.00	82,261.00	1,399.00
Medicare	7,545.00	7,676.00	131.00
Workers Comp	16,289.00	16,648.00	359.00
			<u>11,447.00</u>

Department 700

Police:	Current	New	Revision
Overtime	339,500.00	539,500.00	200,000.00
Medicare	57,003.00	59,903.00	2,900.00
Workers Comp	143,898.00	151,158.00	7,260.00
			<u>210,160.00</u>

Department 706

Fire:	Current	New	Revision
Salaries and Wages	2,393,940.00	2,411,190.00	17,250.00
Overtime	110,000.00	160,000.00	50,000.00
Medicare	36,308.00	37,283.00	975.00
Workers Comp	124,600.00	127,400.00	2,800.00
			<u>71,025.00</u>

Total Wage Items 347,163.00

Non-wage items requiring adjustment:

	Current	New	Revision
Dept 422 Personnel			
Contracted Services	-	1,300.00	1,300.00
Dept 700 Police			
Vehicle Maintenance	50,000.00	90,000.00	40,000.00
Firearm Supplies	17,000.00	42,000.00	25,000.00
Capital Outlay - Grants	2,500.00	42,500.00	40,000.00
Dept 706 Fire			
Utilities/Electric	14,000.00	16,000.00	2,000.00
Utilities/Water	2,000.00	3,000.00	1,000.00
Equipment Maintenance	16,000.00	19,000.00	3,000.00
Vehicle Maintenance	45,000.00	60,000.00	15,000.00
Janitorial Supplies	3,000.00	5,500.00	2,500.00
Operating Supplies	2,000.00	4,000.00	2,000.00
Dept 70 Operating Transfers			
Capital Escrow	1,930,000.00	4,825,000.00	2,895,000.00
Lease Pmnt-Public Safety Bldg	259,968.00	261,468.00	1,500.00
Contribution to MPO	17,390.00	21,890.00	4,500.00
Total nonwage	2,358,858.00	5,391,658.00	3,032,800.00

Total Increase overall 3,379,963.00

Totals by Department

Dept 415 City Clerk	17,945.00
Dept 417 City Attorney	36,586.00
Dept 422 Personnel	1,300.00
Dept 436 Code Enforcement	11,447.00
Dept 700 Police	315,160.00
Dept 706 Fire	96,525.00
Dept 70 Operating Transfers	2,901,000.00
Contingencies	<u>9,862.00</u>
	3,389,825.00

Revenue Adjustment

	Current	New	Revision
Prior Year Taxes	184,000.00	200,000.00	16,000.00
Gas & Oil Severance Tax	27,000.00	53,000.00	26,000.00
Telephone Utility Tax	212,000.00	197,000.00	(15,000.00)
Liquor Taxes	715,000.00	800,000.00	85,000.00
Grant - TSA	37,000.00	21,900.00	(15,100.00)
Sale of Fixed Assets	2,500.00	75,000.00	72,500.00
Prior Year Carryover	520,000.00	870,425.00	350,425.00
B&O Taxes - Construction	2,730,000.00	5,750,000.00	3,020,000.00
B&O Taxes	<u>10,675,000.00</u>	<u>10,525,000.00</u>	<u>(150,000.00)</u>
	15,102,500.00	18,492,325.00	3,389,825.00

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF  
MORGANTOWN FOR THE FISCAL YEAR 2015-2016**

The Common Council of the City of Morgantown, West Virginia hereby ordains:

**SECTION I:**

That the following budget be and the same is hereby adopted for the City of Morgantown for the FY 2015-2016.

General Fund Revenues

Balance as of July 1, 2015	\$ 300,000
Taxes	20,717,503
Licenses and Permits	316,100
Intergovernmental	161,866
Charges for Services	2,656,297
Interfund Charges	81,930
Fines and Forfeiture	615,000
Other Financial Sources	134,515
Miscellaneous	<u>404,855</u>
<u>Total General Fund Revenues</u>	\$ 25,388,066

Coal Severance Fund Revenues

Balance as of July 1, 2015	\$ 13,333
Coal Severance	114,000
Miscellaneous	<u>200</u>
<u>Total Coal Severance Fund Revenues</u>	\$ 127,533

<u>TOTAL REVENUES - GENERAL &amp; COAL SEVERANCE</u>	\$ 25,515,599
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General Fund/Department Expenditures

Mayor and City Council	\$ 65,326
City Manager	493,359
Finance	819,987
City Clerk	162,203
Municipal Court	283,744
City Attorney	248,660
Engineering	493,124
Personnel	75,229
Code Enforcement	977,192
Planning and Zoning	197,748
Elections	-
Information Technology	149,757
City Hall & Buildings	522,601
Police	6,821,613
Fire	4,573,658
Animal Control	40,575
Street	2,446,962
Signs & Signals	662,781
Equipment Maintenance	774,535
Urban Landscape	171,586
Contributions	452,245
Operating Transfers Out	<u>4,955,181</u>
<u>Total General Fund Expenditures</u>	\$ 25,388,066

Coal Severance Fund Expenditures

Contributions to Other Funds	\$ 120,000
Contingencies	<u>7,533</u>
<u>Total Coal Severance Fund Expenditures</u>	\$ 127,533

TOTAL EXPENDITURES FOR  
GENERAL & COAL SEVERANCE FUNDS \$ 25,515,599

This Ordinance shall be effective upon date of adoption.

FIRST READING:

\_\_\_\_\_  
MAYOR

ADOPTED:

FILED:

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

RECORDED:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF ONE (1) PARCEL OF REAL ESTATE IN THE FIRST WARD OF THE CITY OF MORGANTOWN FROM B-1, NEIGHBORHOOD BUSINESS DISTRICT TO B-2, SERVICE BUSINESS DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.

Property included in this consideration is identified in the Monongalia County Assessor's records as Parcel 48A of County Tax Map 15; Morgantown Corporation District.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the zoning classification for Parcel 15 of County Tax Map 48A of the Monongalia County tax assessment as described herein and illustrated on the exhibit hereto attached and declared to be a part of this Ordinance to be read herewith as if the same was fully set forth herein is reclassified from B-1, Neighborhood Business District to B-2, Service Business District.
2. That the (B) Buffer District Classification established by Ordinance 98-01 adopted by the City of Morgantown on January 6, 1998, as described therein 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, shall remain in effect twenty-five (25) feet in depth with access prohibited to the abutting street, the intent of this zoning classification is to establish the area as a landscape buffer to the adjacent elementary school.
3. That the Official Zoning Map be accordingly changed to show said zoning reclassification.

This Ordinance shall be effective from the date of adoption.

FIRST READING:

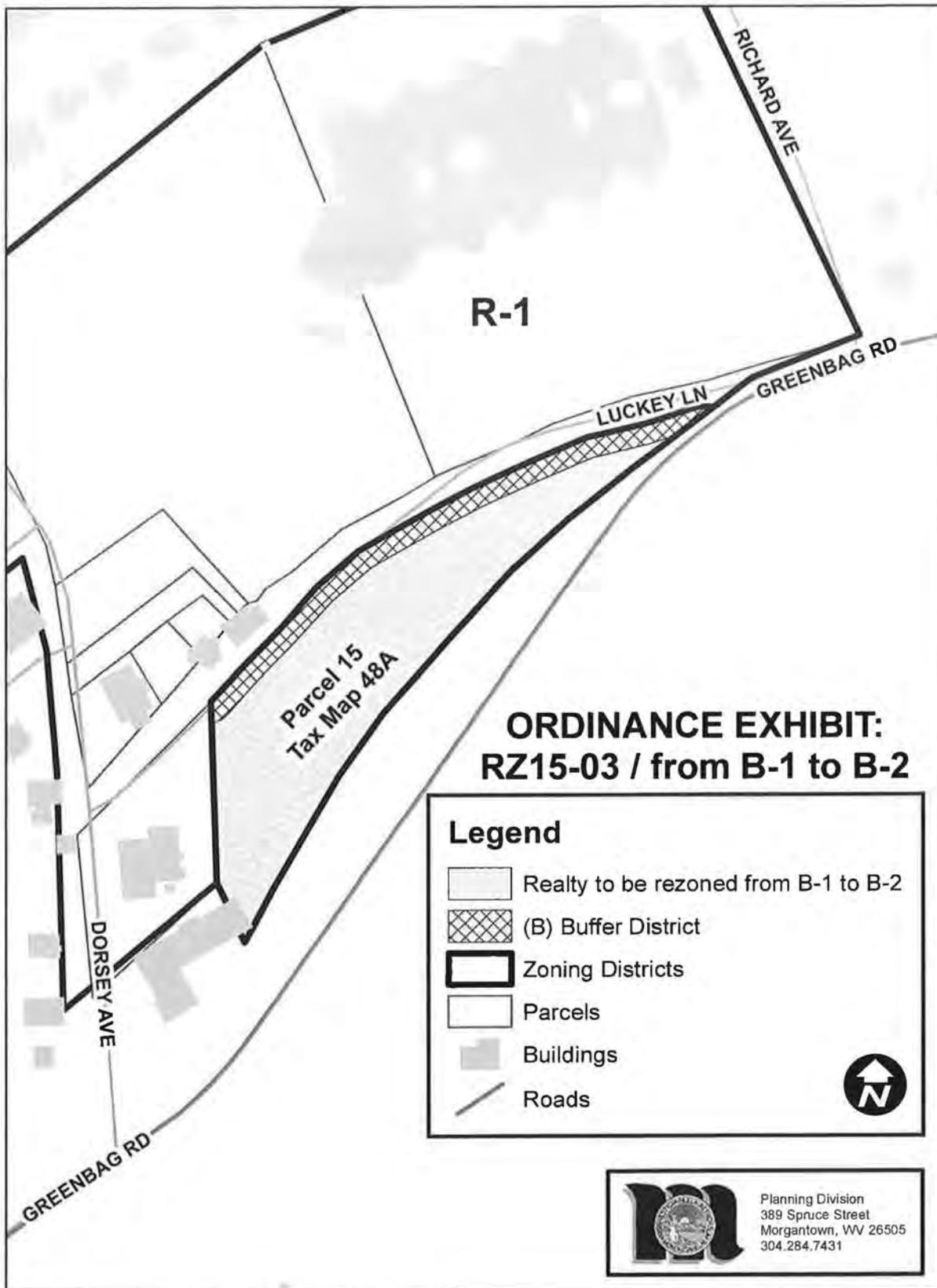
\_\_\_\_\_  
Mayor

ADOPTED:

FILED:

RECORDED:

\_\_\_\_\_  
City Clerk



**ORDINANCE NO.** \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF EIGHTEEN (18) PARCELS OF REAL ESTATE IN THE THIRD WARD OF THE CITY OF MORGANTOWN FROM R-2, SINGLE- AND TWO-FAMILY RESIDENTIAL DISTRICT TO R-3, MULTI-FAIMLY RESIDENTIAL DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.

Property included in this consideration is identified in the Monongalia County Assessor's records as Parcels 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, and 246 of County Tax Map 20; Morgantown Corporation District.

**THE CITY OF MORGANTOWN HEREBY ORDAINS:**

- 1. That the zoning classification for Parcels 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, and 246 of County Tax Map 20 of the Monongalia County tax assessment as described herein and illustrated on the exhibit hereto attached and declared to be a part of this Ordinance to be read herewith as if the same was fully set forth herein is reclassified from R-2, Single- and Two-Family Residential District to R-3, Multi-Family Residential District.
- 2. That the Official Zoning Map be accordingly changed to show said zoning reclassification.

This Ordinance shall be effective from the date of adoption.

FIRST READING:

\_\_\_\_\_  
Mayor

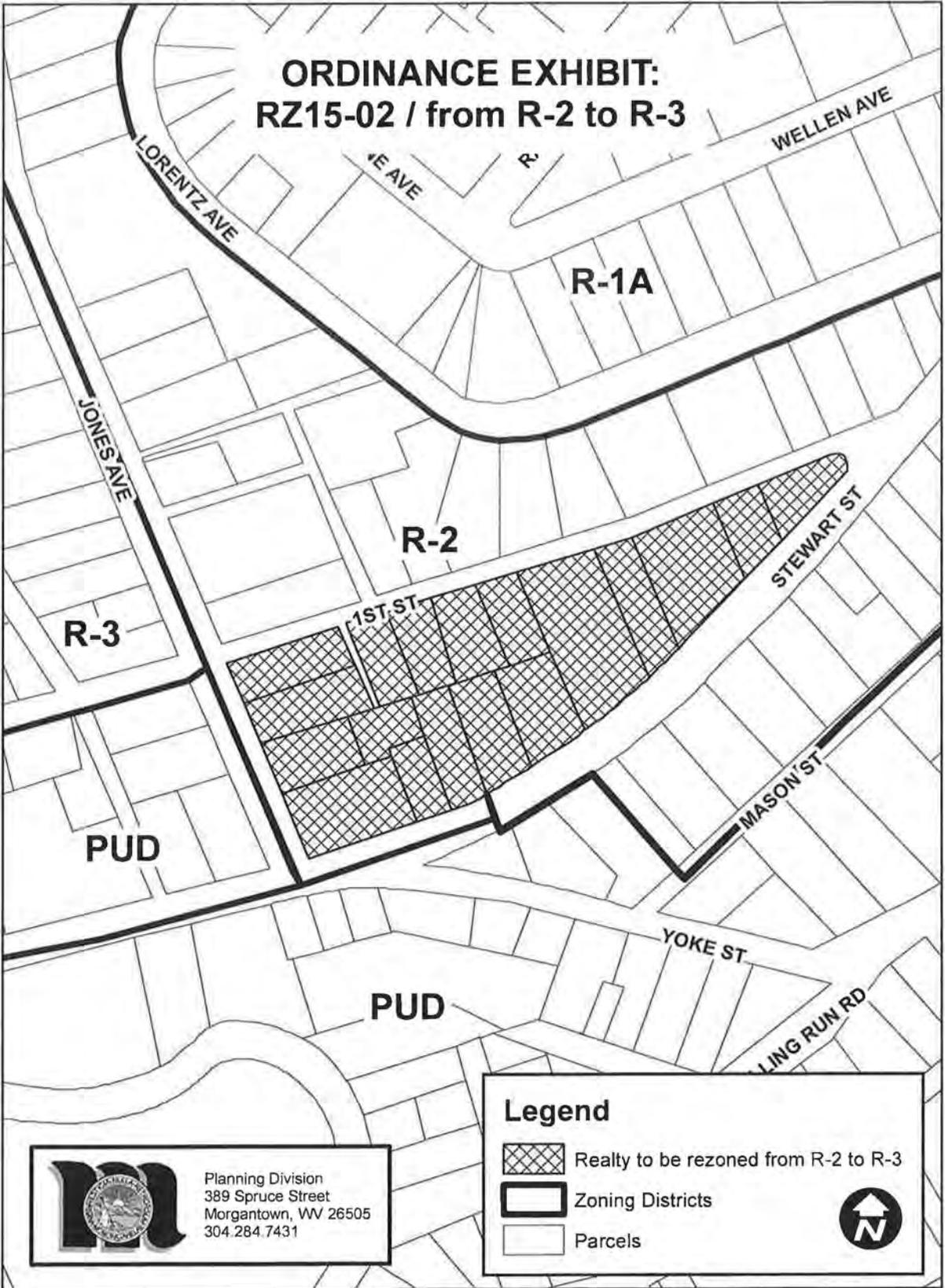
ADOPTED:

FILED:

RECORDED:

\_\_\_\_\_  
City Clerk

**ORDINANCE EXHIBIT:  
RZ15-02 / from R-2 to R-3**



**RESOLUTION**

*WHEREAS, the City of Morgantown submitted the necessary paperwork to obtain \$3,000 to help Empty Bowls Monongalia through the Governor's Community Participation Grant Program, and the grant application has been approved for funding; and*

*WHEREAS, the grant (14LEDA0184) will allow Empty Bowls Monongalia, through Your Community Foundation to purchase equipment and supplies for the Empty Bowls Monongalia Program ; and*

*WHEREAS, Morgantown City Council is of the opinion that this will be of great benefit to the residents of Morgantown, and therefore agrees to administer the grant contract.*

*NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this 3rd day of February, 2015, that the City agrees to the conditions of the contract and authorizes the Mayor to sign the West Virginia Development Office contract, and City Manager to administer the execution of the grant.*

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*City Clerk*

# GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

## BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE CITY OF MORGANTOWN

Project Number 14LEDA0184

**THIS AGREEMENT**, entered into this 1st day of July, 2013, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the City of Morgantown and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

### WITNESS THAT:

**WHEREAS**, the WVDEVO has promised and agreed to assist the Grantee to perform such tasks described in the scope of services, which is to be partially financed by funds made available through the Governor's Community Participation Grant program.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. **Scope of Services.** The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to purchase equipment and supplies for the Empty Bowls Monongalia program.
2. **Personnel and Employment.** The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

With respect to employment in carrying out the program objectives, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap.

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2013, and such duties shall be undertaken and completed by June 30, 2015.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$3,000. This amount constitutes complete compensation for all services rendered.

The Grantee shall provide local matching funds totaling ten percent of the total compensation for all services rendered.

The Grantee shall be responsible for establishing and maintaining adequate procedures and internal financial controls governing the management and utilization of funds provided under this Contract, as well as funds provided as the Grantee's matching share.

5. **Amendments.** Any changes to the scope of services, completion date, compensation or any other terms or conditions of this agreement shall be incorporated in written amendments to the Contract. If necessary and/or required, any amendments to this Contract are subject to the reappropriation of funds and approval of the WVDEVO and/or the Governor of the State of West Virginia.
6. **Payments and Repayment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment

Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee.

Furthermore, the Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

7. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that the sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should the sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.
8. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

Purchases exceeding \$25,000 require public notices as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement.

9. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost. Further, the receipt and utilization of funds procured under this agreement mandate that ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3 as outlined in Section 8 of this agreement.

Any contracts executed for the completion of construction services under this agreement, including contracts which involve the employment of any contractor and/or subcontractor, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost and source of funds utilized to pay such contract.** Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks. The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond, provided, that the state and its subdivisions may reject all bids and solicit new bids.

In the procurement of contracts or subcontracts for construction of less than \$100,000, the Grantee shall follow local or State requirements relating to bid guarantees, performance bonds, and payment bonds, provided that the Grantee's and State's interests are adequately protected and that such contracts can be executed in a timely manner.

**In the procurement of contracts or subcontracts for construction that exceed \$100,000, the Grantee shall obtain the following:**

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

The Grantee shall procure architectural or engineering services in accordance with the provisions of West Virginia Code §5G. In the procurement of architectural and engineering services for projects estimated to cost \$250,000 or more, the Grantee shall publish a Class II legal ad in compliance with West Virginia Code §59-3. In the procurement of services for projects estimated to cost less than \$250,000, the Grantee shall conduct discussions with three or more professional firms.

The Grantee shall procure design-build projects in accordance with West Virginia Code §5-22A-1. This applies solely to building projects. Highways, water, sewer, and all other public works projects are specifically prohibited from using the design-build method.

The Grantee shall require any facilities constructed under the auspices of this Contract to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A11/.1-1961, as modified (41CFR101-17.1703 and (13CFR309.14)). The Grantee shall be responsible for conducting inspections to ensure compliance with these specifications.

The Grantee shall operate and maintain all facilities constructed under the auspices of this Contract in accordance with minimum standards as may be required or prescribed by the applicable federal, state and local statute, law, ordinance or regulation as to actual construction procedures, as well as maintenance and operation of such facilities upon completion.

The Grantee shall comply with all applicable federal, state and local environmental and historical preservation laws and regulations. The Grantee acknowledges this requirement and certifies that the project will be in compliance with such laws and regulations.

10. **Interest of Officials, Members of WVDEVO and Others.** No officer, member or employee of the WVDEVO or officer, member or employee of the Grantee who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, nor shall any officer, member of, or employee of, the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

Furthermore, no member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

11. **Inspections of Records and Audits.** At any time during normal business hours and as often as the WVDEVO or its designated representative may deem necessary, there shall be made available to the WVDEVO or its designated representative for examination, all of its records with respect to all matters covered by this Contract and permit the WVDEVO or its designated representative to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records and personnel, conditions of employment and other data relating to all matters covered by this Contract during the entire time period beginning with project approval and ending three years after the final disbursement of grant funds.

The Grantee shall cause an audit of this program to be included in the audit of the Grantee performed by the West Virginia State Auditor's Office, Chief Inspection Division, or its designated representative in accordance with West Virginia Code §6-9-7. The audit shall be performed in conformance with generally acceptable accounting procedures.

In accordance West Virginia Code §12-4-14, if the grantee is not audited by the West Virginia State Auditor's Office and the grantee received state funds or grants in the amount of fifteen thousand dollars or more, the grantee shall file an audit of the disbursement of funds with the legislative auditor's office. The audit shall be filed within two years of the disbursement of funds or grants by the grantee and shall be made by an independent certified public accountant at the cost of the corporation, association or other organization, and must show that the funds or grants were spent for the purposes intended when the grant was made. State funds or audits of state funds or grants under fifteen thousand dollars (\$15,000) may be authorized by the joint committee on government and finance to be conducted by the legislative auditor's office at no cost to the grantee.

The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress.

12. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.
13. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.
14. **Termination of Contract.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

Furthermore, the WVDEVO may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the Contract is terminated by the WVDEVO as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made.

The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. A project shall be deemed commenced when the Grantee makes any expenditure or incurs any obligation with respect to the project.

This Contract shall be signed by the Executive Director of the West Virginia Development Office and by the City Manager of the City of Morgantown upon authorization of the City of Morgantown by adoption and passage of a resolution, motion or similar official action.

IN WITNESS WHEREOF, the WVDEVO and the Grantee have executed this Agreement as of the date first above written.

**STATE OF WEST VIRGINIA  
WEST VIRGINIA DEVELOPMENT OFFICE**

\_\_\_\_\_  
**J. Keith Burdette, Executive Director**

**CITY OF MORGANTOWN**

By: \_\_\_\_\_  
**Jeff Mikorski, City Manager**

Federal Employee Identification Number

\_\_\_\_\_  
F.E.I.N.

Project Number: 14LEDA0184

0956-2014-7440-819-083



STATE OF WEST VIRGINIA  
OFFICE OF THE GOVERNOR  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV 25305  
(304) 558-2000

EARL RAY TOMBLIN  
GOVERNOR

December 3, 2014

Mr. Jeff Mikorski  
City Manager  
City of Morgantown  
389 Spruce Street  
Morgantown, West Virginia 26505

Dear Mr. Mikorski:

Thank you for your application to the Governor's Community Participation Grant Program.

I, along with Senator Beach, am pleased to approve your request in the amount of \$3,000. These funds will enable you to purchase equipment and supplies for the Empty Bowls Monongalia program.

To proceed with this project, please fax this letter to 304-558-2246, or mail a copy to: Community Participation Program, West Virginia Development Office, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. Please note that funds should not be obligated prior to the full execution of a contract with the State of West Virginia.

We are pleased to work with you to make this improvement a reality for the citizens of Morgantown.

Sincerely,

A handwritten signature in black ink that reads "Earl Ray Tomblin".

Earl Ray Tomblin  
Governor

ERT:kf

Project Number: 14LEDA0184

**RESOLUTION**

**WHEREAS,** *the Monongalia County Commission has requested that the City support its efforts to have the speed limit decreased in the area of the intersection of Rt. 119 and Rt. 73; and*

**WHEREAS,** *this area has been noted to be one of the most dangerous intersections in Monongalia County with an average of one accident per week; and*

**WHEREAS,** *although the roadway was annexed into the City in 2007 as part of the annexation of the Walmart property, the City of Morgantown does not control traffic speed or signals at this intersection; and*

**WHEREAS,** *the City supports the Commission's request for a reduced speed limit and a flashing yellow "caution" light;*

**NOW, THEREFORE, BE IT RESOLVED** by the City of Morgantown this \_\_\_\_\_ day of March, 2015, that the City supports the Monongalia County Commission's efforts to urge the West Virginia Department of Transportation, Division of Highways to reduce the speed limit at the intersection of U.S. Rt. 119 and Rt. 73.

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

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

# MONONGALIA COUNTY COMMISSION

243 HIGH STREET, ROOM 202  
COURTHOUSE  
MORGANTOWN, WEST VIRGINIA 26505

Eldon A. Callen, Commissioner  
Tom Bloom, Commissioner  
Edward A. Hawkins, Commissioner



Telephone: 304 291-7257

January 15, 2015

Mr. Ray Urse  
WV Department of Transportation  
Division of Highways, District Four  
P. O. Box 4220  
Clarksburg, West Virginia 26302-4220

Dear Mr. Urse:

The Monongalia County Commission asked that I contact you with a request to decrease the speed limit in the area of the intersection of RT. 119 and RT. 73.

As you are aware, this intersection is probably one of the most dangerous in Monongalia County. We are averaging at least one serious accident per week. This problem has only gotten worse during the past seven years.

We are grateful the DOH has made some improvements with stripping and traffic control sticks, but this has not resolved the problem.

The Commission would also like you to consider the installation of flashing yellow "Caution" lights in the area. This would no doubt bring greater attention to this intersection.

A copy of this letter is being sent to the City of Morgantown asking for their support since technically the roadway is within the City limits.

Any consideration you may be able to provide the residents and travelers of Monongalia County would be greatly appreciated.

Thank you.

For the Commission,

A handwritten signature in cursive script that reads "Diane DeMedici".

Diane F. DeMedici  
County Administrator  
Monongalia County Commission

Cc: Jeff Mikorski

**RESOLUTION**

*WHEREAS, the City of Morgantown submitted the necessary paperwork to obtain \$5,000 to help construct and install the Colonel Zackquill Morgan Statue through the Governor's Community Participation Grant Program, and the grant application has been approved for funding; and*

*WHEREAS, the grant (14LEDA0173) will allow the construction and installation of the Statue in downtown Morgantown ; and*

*WHEREAS, Morgantown City Council is of the opinion that this will be of great benefit to the residents of Morgantown, and therefore agrees to administer the grant contract.*

*NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this 3rd day of March, 2015, that the City agrees to the conditions of the contract and authorizes the Mayor to sign the West Virginia Development Office contract, and City Manager to administer the execution of the grant.*

---

*Mayor*

---

*City Clerk*

# GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

## BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE CITY OF MORGANTOWN

Project Number 14LEDA0173

**THIS AGREEMENT**, entered into this 1st day of July, 2013, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the City of Morgantown and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

### WITNESS THAT:

**WHEREAS**, the WVDEVO has promised and agreed to assist the Grantee to perform such tasks described in the scope of services, which is to be partially financed by funds made available through the Governor's Community Participation Grant program.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. **Scope of Services.** The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to construct and install the Colonel Zackquill Morgan Statue in downtown Morgantown.
2. **Personnel and Employment.** The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

With respect to employment in carrying out the program objectives, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap.

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2013, and such duties shall be undertaken and completed by June 30, 2015.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$5,000. This amount constitutes complete compensation for all services rendered.

The Grantee shall provide local matching funds totaling ten percent of the total compensation for all services rendered.

The Grantee shall be responsible for establishing and maintaining adequate procedures and internal financial controls governing the management and utilization of funds provided under this Contract, as well as funds provided as the Grantee's matching share.

5. **Amendments.** Any changes to the scope of services, completion date, compensation or any other terms or conditions of this agreement shall be incorporated in written amendments to the Contract. If necessary and/or required, any amendments to this Contract are subject to the reappropriation of funds and approval of the WVDEVO and/or the Governor of the State of West Virginia.
6. **Payments and Repayment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment

Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee.

Furthermore, the Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

7. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that the sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should the sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.
8. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

Purchases exceeding \$25,000 require public notices as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement.

9. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost. Further, the receipt and utilization of funds procured under this agreement mandate that ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3 as outlined in Section 8 of this agreement.

Any contracts executed for the completion of construction services under this agreement, including contracts which involve the employment of any contractor and/or subcontractor, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost and source of funds utilized to pay such contract.** Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks. The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond, provided, that the state and its subdivisions may reject all bids and solicit new bids.

In the procurement of contracts or subcontracts for construction of less than \$100,000, the Grantee shall follow local or State requirements relating to bid guarantees, performance bonds, and payment bonds, provided that the Grantee's and State's interests are adequately protected and that such contracts can be executed in a timely manner.

**In the procurement of contracts or subcontracts for construction that exceed \$100,000, the Grantee shall obtain the following:**

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

The Grantee shall procure architectural or engineering services in accordance with the provisions of West Virginia Code §5G. In the procurement of architectural and engineering services for projects estimated to cost \$250,000 or more, the Grantee shall publish a Class II legal ad in compliance with West Virginia Code §59-3. In the procurement of services for projects estimated to cost less than \$250,000, the Grantee shall conduct discussions with three or more professional firms.

The Grantee shall procure design-build projects in accordance with West Virginia Code §5-22A-1. This applies solely to building projects. Highways, water, sewer, and all other public works projects are specifically prohibited from using the design-build method.

The Grantee shall require any facilities constructed under the auspices of this Contract to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A11/.1-1961, as modified (41CFR101-17.1703 and (13CFR309.14)). The Grantee shall be responsible for conducting inspections to ensure compliance with these specifications.

The Grantee shall operate and maintain all facilities constructed under the auspices of this Contract in accordance with minimum standards as may be required or prescribed by the applicable federal, state and local statute, law, ordinance or regulation as to actual construction procedures, as well as maintenance and operation of such facilities upon completion.

The Grantee shall comply with all applicable federal, state and local environmental and historical preservation laws and regulations. The Grantee acknowledges this requirement and certifies that the project will be in compliance with such laws and regulations.

10. **Interest of Officials, Members of WVDEVO and Others.** No officer, member or employee of the WVDEVO or officer, member or employee of the Grantee who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, nor shall any officer, member of, or employee of, the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

Furthermore, no member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

11. **Inspections of Records and Audits.** At any time during normal business hours and as often as the WVDEVO or its designated representative may deem necessary, there shall be made available to the WVDEVO or its designated representative for examination, all of its records with respect to all matters covered by this Contract and permit the WVDEVO or its designated representative to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records and personnel, conditions of employment and other data relating to all matters covered by this Contract during the entire time period beginning with project approval and ending three years after the final disbursement of grant funds.

The Grantee shall cause an audit of this program to be included in the audit of the Grantee performed by the West Virginia State Auditor's Office, Chief Inspection Division, or its designated representative in accordance with West Virginia Code §6-9-7. The audit shall be performed in conformance with generally acceptable accounting procedures.

In accordance West Virginia Code §12-4-14, if the grantee is not audited by the West Virginia State Auditor's Office and the grantee received state funds or grants in the amount of fifteen thousand dollars or more, the grantee shall file an audit of the disbursement of funds with the legislative auditor's office. The audit shall be filed within two years of the disbursement of funds or grants by the grantee and shall be made by an independent certified public accountant at the cost of the corporation, association or other organization, and must show that the funds or grants were spent for the purposes intended when the grant was made. State funds or audits of state funds or grants under fifteen thousand dollars (\$15,000) may be authorized by the joint committee on government and finance to be conducted by the legislative auditor's office at no cost to the grantee.

The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress.

12. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.
13. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.
14. **Termination of Contract.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

Furthermore, the WVDEVO may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the Contract is terminated by the WVDEVO as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made.

The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. A project shall be deemed commenced when the Grantee makes any expenditure or incurs any obligation with respect to the project.

This Contract shall be signed by the Executive Director of the West Virginia Development Office and by the Mayor of the City of Morgantown upon authorization of the City of Morgantown by adoption and passage of a resolution, motion or similar official action.

**IN WITNESS WHEREOF, the WVDEVO and the Grantee have executed this Agreement as of the date first above written.**

**STATE OF WEST VIRGINIA  
WEST VIRGINIA DEVELOPMENT OFFICE**

\_\_\_\_\_  
**J. Keith Burdette, Executive Director**

**CITY OF MORGANTOWN**

By: \_\_\_\_\_  
**Jenny Selin, Mayor**

Federal Employee Identification Number

\_\_\_\_\_  
F.E.I.N.

Project Number: 14LEDA0173



0256-2014-17440-819-083

Department of Commerce  
State Capitol  
Building 6, Room 525  
Charleston, WV 25305-0311

*State of West Virginia*  
*Earl Ray Tomblin*  
*Governor*

Telephone: (304) 558-2234  
Toll Free: (800) 982-3386  
Fax: (304) 558-1189  
[www.wvcommerce.org](http://www.wvcommerce.org)

The Honorable Jenny Selin  
Mayor  
City of Morgantown  
389 Spruce Street  
Morgantown, West Virginia 26505

Dear Mayor Selin:

Thank you for your application to the Governor's Community Participation Grant Program.

I, along with Senator Beach, am pleased to approve your request in the amount of \$5,000. These funds will enable you to construct and install the Colonel Zackquill Morgan Statue in downtown Morgantown.

To proceed with this project, please fax this letter to 304-558-2246, or mail a copy to: Community Participation Program, West Virginia Development Office, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. Please note that funds should not be obligated prior to the full execution of a contract with the State of West Virginia.

We are pleased to work with you to make this improvement a reality for the citizens of Morgantown.

Sincerely,

A handwritten signature in black ink that reads "Earl Ray Tomblin".

Earl Ray Tomblin  
Governor

ERT:kf

Project Number: 14LEDA0173

