



Office of the City Clerk

The City of Morgantown

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

AGENDA
MORGANTOWN CITY COUNCIL
COMMITTEE OF THE WHOLE
April 24, 2012
7:00 p.m.

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

PRESENTATIONS:

- **West Virginia University Communication Course – Pedestrian Safety Assessment and Observation**
- **Non-Profit Presentations**
- **Inclusive City Commission**
- **Public Portion**

ITEMS FOR DISCUSSION

1. **High Street Streetscape Improvement and Ancillary Landscape Enhancements**
2. **Solid Waste Franchise Agreement Considerations – Clean Community Concept**
3. **Economic Development at Mountaineer Mall**
4. **Constellation Energy Annual Audit Results**
5. **Ordinance – Authorizing a Right of Way Agreement with Mountaineer Gas Company for Gas Line Installation through Airport Realty**
6. **Resolution – Agreement with the Division of Highways for Establishment and Maintenance of Traffic Signal System, Intersection of WV 7 and I-68**
7. **Implementation of High Pressure Cleaning Program, Including Agreement with West Virginia University**
8. **Quarterly Financial and Budget Update**

If you need an accommodation contact us at 284-7439

City of Morgantown

INCLUSIVE CITY COMMISSION

Proposed Ordinance Guidelines/Commission Bylaws

Article I - Organization

History: The City of Morgantown applied to the National League of Cities in 2006 to be recognized as a city which is “Building an Inclusive Community”. Thereafter the City formed an Inclusive Community Committee with West Virginia University and the Monongalia County Board of Education. This initial step brought recognition that all three entities have unique, separate roles and responsibilities as well as collective opportunities to serve inclusivity in the shared area environment. The establishment of an Inclusive City Commission allows the City to address needs for deliberate and continuous attention being dedicated to City-related inclusivity opportunities and concerns as well as to work with other jurisdictional systems.

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

Definitions: When used in relation to these bylaws:

- (a) “Inclusive City” means a name for a national concept for cities working in cohesive collaboration with community partners to: support citizen appreciation of diversities of race-religion–culture and other differences; strive in opposition to discrimination; expand equitable opportunities for all; and advocate for shared citizen participation in decision-making - in order to build a communities that are accepting and representative of the differences among its citizens.
- (b) “Commission” means the Inclusive City Commission of the City of Morgantown.
- (c) “National League of Cities” means the National League of Cities and its various institutes and programs which relate to diversity in municipal populations throughout the United States and to efforts to support development of more equitable and sustainable communities.
- (d) “Neighborhood Coordinating Council” means the inter-neighborhood entity established by the City in 2005 to facilitate information exchange between the City administration and neighborhoods and among neighborhood organizations within the City.
- (e) “Sister City Program” means a national intercultural exchange program established in 1956 to promote global cooperation and intercultural understanding at the municipal level; stimulate connections, competitiveness and collaboration

- c. Study problems and needs related to inclusivity in the City and make specific recommendations to the City Manager and to the City Council and other partners as pertinent.
- d. Support and develop program initiatives to promote resident awareness and knowledge of both opportunities to increase inclusivity and current barriers which limit community inclusiveness and long term sustainability.
- e. Learn about best practices for addressing issues.
- f. Review City plans and policies which contain matters relating to inclusivity.
- g. Create and implement an inclusive community plan for the City which increases public awareness of issues; promotes education and understanding; provides, enables or enhances services; articulates planned collaboration; and promotes public participation. *(Examples of several existing municipal inclusive community programs include the Neighborhood Coordinating Council, Sister Cities program, Martin Luther King Day celebrations, the Teen Court and Youth Commission.)*
- h. Use media and internet to frame and convey information about issues, public programs, and service opportunities.
- i. Confer with the City Manager for procedural guidance before making referral of any reported alleged acts of unlawful discrimination to the West Virginia Human Rights Commission.
- j. Report no less than annually to the City Manager and City Council information or recommendations of general interest.

Article II - Membership

Membership: The Inclusive City Commission shall consist of seven commissioners selected by the City Manager with the concurrence of the City Council. No less than four members shall be resident citizens of the City. Candidates will not be selected to represent specific organizations or locations. The Commission may recommend candidates for consideration. The Commission may appoint ex-officio members with the approval of the City Manager.

Terms: Commissioners shall serve for two-year terms beginning with the first meeting after the beginning of the municipal fiscal year. Terms of office will be staggered so that approximately half of the terms will expire every other year. The Commission may request that the City Manager replace any representatives failing to attend three consecutive meetings without communication with the Commission officers or City staff representatives.

Article III - Meetings

Regular Meetings: Meetings shall be conducted in compliance with the West Virginia Public Meetings Law and open to the general public. Meetings shall be held monthly or no less than quarterly upon the call of the chairperson or City administrator providing staff services to the Commission.

Special Meetings: Special Meetings of the members may be called by the chairperson or City administrator providing staff services to the Commission. No business other than the subject of the Special Meeting shall be transacted at special meetings.

Quorum: Four voting Commission members shall constitute a quorum for the transaction of business. Meeting attendance reports shall be reported to the City Clerk by the Secretary.

Article IV - Officers

Officers: The officers of the Inclusive City Commission shall be a Chairperson, Vice Chairperson, and Staff Coordinator. The Chairperson and the Vice Chairperson shall be elected from the Commission membership. Officers elected shall hold term for one (1) year and be eligible for re-election. All nominees shall confirm their willingness to serve if elected, prior to their name being placed in nomination. The Staff Coordinator shall be appointed by the City Manager or his/her designee.

Chairperson: The Chairperson of the Inclusive City Committee shall prepare an agenda, call all meetings, preside at all meetings, and be a consulting member of all committees formed.

Vice-Chairperson: The Vice Chairperson shall act as Chairperson in the absence of the Chairperson. The Vice-Chairperson shall have such other duties, as the Inclusive City Commission may authorize from time to time to be assigned to the office.

Staff Coordinator: The Staff Coordinator shall be responsible for organizing meetings, keeping records of membership, overseeing records of all meetings of the Inclusive City Commission, and for preparing reports of the Commission to the City Manager, City Council or other body as needed or requested. The Staff Coordinator may be assisted other City staff or by interns as may be retained.

Article V - Committees

Committees: The Inclusive City Commission shall have the authority to establish standing or ad hoc committees as necessary to meet the responsibilities related to its mission. Voting members of each Committee shall be selected by members of the Commission.

Article VI - Finances

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

Fiscal Responsibilities: The Inclusive City Commission shall not have the authority to maintain any independent account or to receive any gifts, endowments, bequests and investments. Any such account, if requested, shall be maintained by the City Manager.

Article VII – Bylaws

7.1 Commission Procedures: The Inclusive City Commission may adopt or amend its own bylaws or rules of procedure subject to the action of City Council:

Approved by action of the Morgantown City Council,

Date: May ____ 2012

James Manilla, Mayor

Linda Little, City Clerk

AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING A RIGHT-OF-WAY AGREEMENT BETWEEN IT, AS GRANTOR, AND MOUNTAINEER GAS COMPANY, AS GRANTEE, AS THE SAME APPLIES TO GAS LINE INSTALLATION THROUGH MORGANTOWN MUNICIPAL AIRPORT REALTY TO WEST VIRGINIA NATIONAL GUARD READINESS CENTER REALTY.

The City of Morgantown hereby ordains that its City Manager is authorized to execute the right-of-way agreement hereto attached by and on behalf of the City of Morgantown.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

**EASEMENT AND RIGHT-OF-WAY
FORM OPS-38 PAGE 1 OF 2
REV 9/13/11 PROC**

MAP NUMBER	WORK REQUEST NUMBER
397447	

THIS EASEMENT AND RIGHT-OF-WAY, made and entered into this 17th day of April 20 12, between City of Morgantown

having a mailing address of 389 Spruce St., Morgantown WV 26505

hereinafter, whether singular or plural, call the "Grantor," and Mountaineer Gas Company, a West Virginia corporation, with principal offices at 2401 Sissonville Drive, Charleston WV, 25387-1336.

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) paid by Mountaineer Gas Company to Granters, the receipt whereof is hereby acknowledged, the Grantors hereby grant and convey to Mountaineer Gas Company, its successors and assigns, an exclusive easement and right-of-way ten (10) feet wide with five (5) feet on both sides of the proposed pipeline route, with right of ingress and egress thereto, for pedestrians, vehicles and equipment, to construct a pipeline, together with service connections for other landowners, and appurtenant equipment which Mountaineer Gas Company may use in connection with the transportation of gas, oil, petroleum products or any other materials or substances which may be transported singly or in combination through a pipeline; and to operate, maintain, replace or change the size of its pipe without interruption of service, and finally remove said pipeline; service connections and appurtenant equipment; over and through all that certain tract or parcel of land described and recorder in deed book 290, page 293 and situate in Morgantown Co District, Monongalia County, State of West Virginia, and being more particularly bounded and described as follows:

Map 32 A, Parcel 12 containing 46.09 acres

Bordered north by parcel 2 DB 599/Pg 4 containing 79.55 acres/ 9-21-1961

Bordered south by parcels 20 & 22 DB 365/Pg 92 containing 67.66 acres/ 6-18-1945

Bordered west by parcel 13 DB 368/Pg 392 containing 30 acres/ 9-22-1945

lying east of the Morgantown Corporation & Union District Line

Being the same property from Thomas E. and Mary C. Powell/ February 9th, 1938

****the center of the pipe is to be the center of the R/W

It is distinctly understood and agreed that Mountaineer Gas Company shall be responsible for any damages to persons or property that may result from Mountaineer Gas Company's negligent or careless installation, operation, maintenance or removal of said facilities and/or equipment. Mountaineer Gas Company shall replace and restore the area disturbed by the laying, construction, maintenance or removal of said facilities to as near as practical to its original condition.

All pipe and service connections shall be buried so as not to interfere with the present use of the land. Grantor agrees not to construct any permanent structures over said right-of-way and not to change the grade more than six (6) inches without written permission from Mountaineer Gas Company. The Grantors may fully use and enjoy the said premises except for the purpose hereinbefore granted to Mountaineer Gas Company.

EASEMENT AND RIGHT-OF-WAY

FORM OPS-38 PAGE 2 OF 2

REV 9/13/11 PROC

This exclusive easement and right-of-way herein granted unto Mountaineer Gas Company, its successors and assigns shall be perpetual, so long as Mountaineer Gas Company or its successors and assigns use the said facilities and equipment for any or all of the purposes hereinbefore set forth. The rights, privileges and terms hereof shall extend to and be binding upon the Grantors, Mountaineer Gas Company and their respective representatives, heirs, grantees, successors and assigns.

This transaction is not a transfer of title to the aforesaid property, and therefore, is not subject to state excise tax provided in Section 11-22-2 of the West Virginia Code.

Under the penalties of fine and imprisonment as provided by law, Mountaineer Gas Company declares the total consideration for said easement and right-of-way transferred by this document to be _____ Dollars (_____).

IN WITNESS WHEREOF, the Grantors have hereto caused this Easement and Right-of-Way to be executed the day and year first above written.

GRANTORS:

STATE OF WEST VIRGINIA

COUNTY OF _____, to wit:

I, _____, a Notary Public in and for said County and State, do certify that _____, whose name is signed to the writing hereto annexed, bearing date on the _____ day of _____, 20____, has the day acknowledged the same before me in my presence.

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

My commission expires _____.

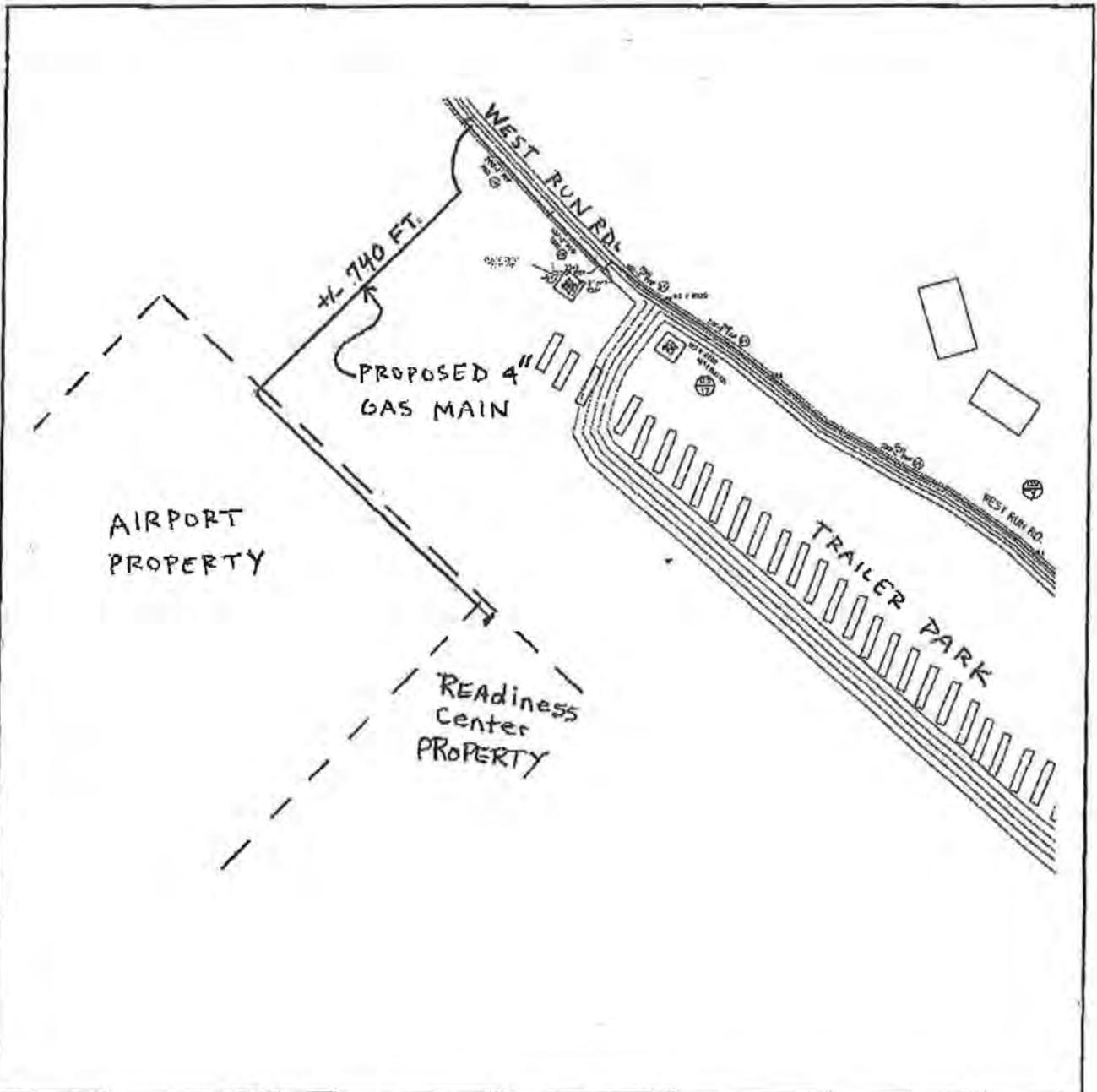
(NOTARY PUBLIC)

Instrument prepared by:

MOUNTAINEER GAS COMPANY

Mike Lewis

304-284-7409



MOUNTAINEER GAS COMPANY

Service Center:	Kingwood	Site Location:	Morgantown.
Description:	Acquire right of way from City of Morgantown		
County:	Monongalia	Tax District Name:	Morgan
Scale:	MGC Map:	397447	Tax District No.:
Date:	W.O. No.:	Prepared By:	

LEGEND	NORTH ARROW



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Earl Ray Tomblin
Governor

Paul A. Mattox, Jr., P. E.
Secretary of Transportation/
Commissioner of Highways

April 4, 2012

The Honorable Jim Manilla
Mayor, City of Morgantown
389 Spruce Street
Morgantown, West Virginia 26505

Dear Mayor Manilla:

Enclosed is a proposed two-party agreement between the West Virginia Division of Highways and the City of Morgantown for the installation of a new traffic signal system at the intersection of WV 7 with the I-68 Westbound Ramps and the renovation of an existing traffic signal system at the intersection of WV 7 with the I-68 Eastbound Ramps in Morgantown, Monongalia County.

The agreement sets forth the joint responsibilities of the City of Morgantown and the Division of Highways regarding the traffic signal. All three copies of the agreement should be executed and then it should be returned to this office for final execution by the Division of Highways. The date of the agreement will be the date it is executed by the Division; therefore, *the date space at the top of the first page of the agreement is to be left blank.* After the appropriate officials of the Division have affixed the necessary signatures, we will return one copy of the fully executed agreement for your files.

Should you have any questions regarding this matter, please feel free to contact Mrs. Cindy L. Cramer, Director of Traffic Engineering Division, at telephone (304) 558-3063.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Darrell W. Allen".

Darrell W. Allen, P.E.
Deputy State Highway Engineer -
Construction

DWA:Cw

Enclosure

RESOLUTION OF THE COUNCIL OF THE CITY OF MORGANTOWN, WEST VIRGINIA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, WITH REGARD TO ESTABLISHMENT AND MAINTENANCE OF A TRAFFIC SIGNAL SYSTEM WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA.

BE IT RESOLVED BY THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, AS FOLLOWS:

1. That the Mayor of the City of Morgantown, West Virginia, a Municipal Corporation, be and is hereby authorized to execute, to have acknowledged, and to have delivered on behalf of said City, an agreement, a copy of which is attached hereto and made a part hereof, with the West Virginia Department of Transportation, Division of Highways, with regard to the establishment and maintenance of a traffic signal system within the Corporate Limits of said City; and
2. That the City Clerk and Recorder do properly attest the signature of said officials and affix the seal of the City to said agreement.

On motion made by _____ and seconded by _____, the City Council of Morgantown, West Virginia, does hereby approve and authorize the adoption of said Resolution.

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA
CITY OF MORGANTOWN

I, _____, City Clerk and Recording Officer of said Municipality, do hereby certify that the foregoing are true copies from the records of order made and entered into by the Council of said Municipality on the ____ day of _____, 20__.

City Clerk and Recording Officer

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, a State Agency, hereinafter referred to as "Division;" and the **CITY OF MORGANTOWN**, a Municipal Corporation, hereinafter referred to as "City."

WITNESSETH

THAT WHEREAS, Division and City are mutually agreed with respect to the installation of a new traffic signal system at the intersection of WV 7 with the I-68 Westbound Ramps and the renovation of an existing traffic signal system at the intersection of WV with the I-68 Eastbound Ramps in Morgantown, Monongalia County, West Virginia; and

WHEREAS, by Resolution bearing date of ____ day of _____, 20__, the Council of the City of Morgantown has authorized and directed proper authorities to execute, acknowledge, and deliver an agreement on behalf of said City, setting out terms and conditions thereof, a copy of which Resolution is affixed to this agreement and made part hereof, and

WHEREAS, Division and City are desirous of cooperating in adoption of said rules, regulations, stipulations, and conditions in order to establish their mutual responsibilities and obligations with regard to the future maintenance and operation of said traffic signal system.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual covenants herein entered into and mutual benefits to be derived by parties hereto, said Division and City do hereby agree that the following will be the duties and responsibilities of each party, respectively.

DUTIES AND RESPONSIBILITIES OF THE DIVISION

The Division agrees:

1. To pay one hundred percent (100%) of the total cost of the installation of the new

traffic signal system and renovation of the existing traffic signal system.

2. To prepare plans and specifications necessary for a project for the construction of the new traffic signal system and renovation of the existing traffic signal system and to let a contract for the erection thereof and to supervise the installation of the same.
3. To program the intersection controllers and the on-street master computer.
4. To pay for the cost for contract inspection and administration by its own forces.
5. To pay for the installation of a telephone connection and pay the continuing service cost.
6. To provide a fire priority control system.
7. To perform all maintenance of the traffic signal system, on-street master computer, interconnecting system, and priority control system excluding cleaning and/or replacement of LED signal indications.

DUTIES AND RESPONSIBILITIES OF THE CITY

The City agrees:

1. To perform properly all minor maintenance of the traffic signal systems, including cleaning and/or replacement of LED signal indication's at the City's sole cost.
2. To pay for the continuing power costs of the traffic signal systems.
3. Not to alter in any way and not to remove any part of the traffic signal systems without prior approval by the Division.
4. To permit construction and maintenance on City property of any pole, foundation, signal and support or any other appurtenance necessary for completion of the project.
5. To provide transmitters for a fire priority control system on emergency vehicles selected for access to said system.
6. To enact any appropriate ordinances, resolutions, or regulations necessary to accomplish the purposes of this agreement and to enforce such ordinances, resolutions, and/or regulations.
7. That the terms of the agreement be binding upon successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN DIVISION AND CITY:

1. That the work agreed to be done by the Division in connection with the overall installation and renovation of the aforesaid traffic signal systems shall be done in three phases, to wit:
 - a. The preparation of plans and specifications for a contract letting;
 - b. The advertising and acceptance of competitive bids on the contract;
 - c. The awarding of a contract for said traffic signal systems and the supervision of the construction thereof.
2. That upon completion of the installation and renovation of the traffic signal systems, all equipment, poles, and all other appurtenances, are and shall remain the property of Division.
3. That the City has not had, does not have now, and shall not have in the future, any responsibility in respect to the planning, design, construction, or installation of said traffic signal systems.

IN WITNESS WHEREOF the parties, hereto have caused their respective names to be signed by their duly authorized officers:

ATTEST:

**WEST VIRGINIA DEPARTMENT OF
TRANSPORTATION**
Division of Highways
A State Agency

Title:

Deputy State Highway Engineer - Development

ATTEST:

CITY OF MORGANTOWN
A Municipal Corporation

Title:

Mayor

DRAFT

AGREEMENT

THIS AGREEMENT (“Agreement”) is made this March 30, 2012, (“Effective Date”) by and between the West Virginia University Board of Governors on behalf of West Virginia University (“WVU”), and the City of Morgantown (“City”).

WHEREAS, the City intends to establish a gum cleanup program for some of the City’s sidewalks, including those located adjacent to High Street (the “Program”); such Program will provide an intangible benefit to the faculty, staff, and students of WVU who live, work, and learn in the City;

WHEREAS, through this Agreement, WVU will support the Program by granting to the City temporary possession, custody and use of WVU’s special piece of equipment that is used to remove chewing gum from sidewalks known as a ‘gumbuster’ (the “Equipment”).

THEREFORE, in furtherance of the above-referenced goals and objectives, WVU and the City agree to the following:

1. **Publicity**. Issue a jointly approved press release to publicize the execution of this Agreement.
2. **Termination**.
 - a. Unless terminated pursuant to Section 2(b), this Agreement shall terminate upon mutual agreement by the parties.
 - b. Either party shall have the right to cancel this Agreement, without further obligation.
3. **Transportation and Return of Equipment**.
 - a. City shall be responsible for transporting the Equipment from WVU to locations where the City intends to use the Equipment.
 - b. Upon the expiration or termination of this Agreement as provided herein, or earlier at the direction of WVU, City shall return and surrender the Equipment to WVU.
4. **Use of Equipment**.
 - a. Prior to the City’s use of the Equipment, the City and WVU will agree upon dates of use; such dates shall not interfere with WVU’s planned use of the Equipment.

- b. City's rights of possession, custody and use of the Equipment shall commence on the date of pick up and shall end upon its return delivery to WVU. City shall not sublet, part with possession, of the Equipment, nor allow the Equipment or any part thereof to be used by anyone except the City and its employees, contractors and agents, without the prior written consent of WVU.
 - c. City shall cause the Equipment to be used by such personnel in accordance with instructions which WVU shall provide to City. City shall not modify or change the Equipment without City's prior written consent.
 - d. City agrees that the Equipment is to be used solely for the Program and in its intended manner, and is not to be used for any other purpose unless agreed to by WVU. City agrees not to disassemble, modify, or service the Equipment in any way.
5. Ownership of Equipment; License.
- a. The Equipment is solely owned by WVU. During the term of this Agreement, full and complete title to the Equipment shall remain with WVU, subject to City's rights hereunder. City's rights hereunder are solely temporary possession, custody, and use of the Equipment as City for the Program, in accordance with the terms of this Agreement.
 - b. City shall not sell, lease, borrow against, pledge, or otherwise create a legal or equitable security interest in the Equipment other than the security interest of WVU created hereunder.
 - c. WVU hereby grants to City a limited, non-exclusive, non-transferable license to use the Equipment in accordance with, and during the term of, this Agreement.
6. Warranties; Disclaimer of Warranties. Except as expressly stated herein, the equipment is provided "as is." WVU makes no other warranties or representations, whether statutory, express or implied (including any warranties of merchantability and fitness for a particular purpose or arising out of any course of dealing or usage of trade). Any description of the equipment (including, but not limited to manufacturer's instructions, if any) is for reference purposes only and is not intended to be construed as a warranty relating to condition or completeness. WVU specifically disclaims any warranty relating to the condition or completeness of the equipment.
7. Limitation of Liability.
- a. Neither WVU, nor the employees or agents of WVU shall be liable to the city in contract, tort (including negligence and strict liability) or otherwise



for loss resulting from use of the equipment, cost of repair or clean-up costs associated with damages caused by city's use of the equipment, claims of any third party, or any special, incidental, indirect, or consequential loss or damage whatsoever.

- b. City's liability to WVU for loss, damage, or destruction of the equipment shall be limited to the replacement value of the equipment.
- 8. Amendment or Extension. This Agreement may be amended or extended by written modification of the parties.
- 9. Governing Law. The laws of the State of West Virginia shall govern the interpretation and enforcement of the Agreement.
- 10. Entire Agreement. This Agreement represents the entire agreement between the parties. This Agreement may not be changed orally, but only by a written document agreed to and executed signed by WVU and the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as the date of the signatures of their duly authorized representatives.

West Virginia University Board of
Governors on behalf of West Virginia
University

City of Morgantown

By:
Its:

By:
Its:

DRAFT

DO NOT WRITE IN THIS SPACE

PART I
Cultural Facilities & Capital Resources
Fast Track ADA & Emergency Grant
Final Report Cover Sheet

Date received: _____
Application #: _____
PRN: _____

MUST BE TYPEWRITTEN

Applicant Legal Name: (Organization) City of Morgantown

Address: 389 Spruce Street Morgantown WV Monongalia 26505

FEIN # 55-6000215 Street City State County Zip Code
Contact Person: Jeff Mikorski

Telephone (daytime) 304-284-7404 Telephone (non-bus. hours) 304-288-6717

E-mail address jmikorski@cityofmorgantown.gov Website www.morgantown.com

Final Report Budget Summary:

Total Grant Amount Awarded	\$ <u>105,000</u>
Total Grant Amount Spent	\$ <u>105,000</u>
Total Applicant Matching Cash Funds	\$ <u>236,732</u>
Total Project Expenses	\$ <u>341,732</u>

Certification:

I certify that I have reviewed the grant receipts and expenditures submitted within this final report and, to the best of my knowledge and belief, said report represents all financial activities related to the receipt, use and expenditure of funds granted by the WV Commission on the Arts/WV Division of Culture and History, and that the expenditures reported were for the purposes intended and in compliance with applicable laws, regulations and the terms and conditions of the grant documents. The report of grant receipts and expenditures is presented on the **ACCRUAL/CASH** (circle one - required by WV State Code) basis of accounting and is supported by our financial records and related documentation.

Name: Jeff Mikorski Title: Deputy City Manager

Signature: _____ Date: 3/30/12

Notary required for all applicants EXCEPT governmental entities.

STATE OF WEST VIRGINIA

COUNTY OF _____

I, _____, a notary public in and for the said state, do hereby certify that _____, whose name is signed to the writing above, has this day acknowledged the same before me.

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

My commission expires _____

Notary Public