



Office of the City Clerk

# The City of Morgantown

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**AGENDA**  
**MORGANTOWN CITY COUNCIL**  
**REGULAR MEETING**  
**April 5, 2016**  
**7:00 p.m.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **APPROVAL OF MINUTES:** Special Meeting Minutes for March 15, 2016, Regular Meeting Minutes for March 15, 2016, Special Meeting Minutes for March 29, 2016 and COW Meeting Minutes for March 29, 2016.
5. **CORRESPONDENCE:**
6. **PUBLIC HEARINGS:**
  - A. AN ORDINANCE AMENDING SECTIONS 1329.02 AND 1363.03 OF THE CITY OF MORGANTOWN PLANNING AND ZONING CODE AS THEY RELATE TO PROVIDING FOR SAFETY AND VISION AT STREET INTERSECTIONS.
  - B. AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CHEAT ROAD ENGINEERING, INC. LEASING OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT.
7. **UNFINISHED BUSINESS:**
  - A. Consideration of **APPROVAL** of (**SECOND READING**) and (**ADOPTION**) of **AN ORDINANCE AMENDING SECTIONS 1329.02 AND 1363.03 OF THE CITY OF MORGANTOWN PLANNING AND ZONING CODE AS THEY RELATE TO PROVIDING FOR SAFETY AND VISION AT STREET INTERSECTIONS.** (First reading March 1, 2016)
  - B. Consideration of **APPROVAL** of (**SECOND READING**) and (**ADOPTION**) of

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CHEAT ROAD ENGINEERING, INC. LEASING OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT. (First reading March 15, 2016)**

**C. 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 **A RESOLUTION SUPPORTING AN APPLICATION FOR FUNDS TO IMPLEMENT OF A COMPLETE STREETS PLAN ON UNIVERSITY AVENUE AND THE ADJACENT CORRIDOR.**
  - B. Consideration of **APPROVAL** of **A RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST VIRGINIA UNIVERSITY FOR INTERCONNECTION OF NETWORKS.**
11. **CITY MANAGER'S REPORT:**

**New Business:**

  1. Purchase of Public Works Equipment
  2. Airport Hanger HVAC Maintenance and ADA Improvements
12. **REPORT FROM CITY CLERK:**
13. **REPORT FROM CITY ATTORNEY:**
14. **REPORT FROM COUNCIL MEMBERS:**
15. **EXECUTIVE SESSION:** Transfer of property at Airport it is anticipated Council will go into executive session pursuant to West Virginia Code Section 6-9A-4(2) (B) (9) in order to discuss land matters.
16. **ADJOURNMENT:**

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



**Office of the City Manager**

# The City of Morgantown

City Manager  
Jeff Mikorski, ICMA-CM  
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Thursday, March 31, 2016

## City Manager's Report for City Council Meeting on April 5, 2016

### **New Business:**

#### **1. Purchase of Public Works Equipment**

Safe Street and Safe Community Municipal Fee funds were budgeted in the current fiscal year's budget for Public Works Equipment. As seen in the attached memo, City Engineer and Public Works Director Damien Davis has identified needed equipment to improve the way potholes are repaired on City streets. Through the National Joint Powers Alliance, a competitively solicited national cooperative contract solution, the cost of the equipment totals \$77,600.00. I recommend Council approve the contracted total price from State Equipment for \$77,600.00.

#### **2. Airport Hanger HVAC Maintenance and ADA Improvements**

The Morgantown Airport owns and leases a corporate hanger known as "Morgantown Jet Center". The HVAC system for that hanger has been missing a full control system since the City took ownership of the building. Previous owners removed the controller due to the networking of multiple buildings through the system. The Morgantown Jet Center has been trying to work around the lack of a control system but is still not able adjust all areas of the building, creating problems to sub-lease offices. As the owners of the facility, we will need to address this issue whoever is leasing the building, so it is worth repairing before we lose tenants or miss opportunities. The lowest of three quotes received for a controlling system has been identified at \$12,120.00.

The City Engineering Department and the Morgantown Airport staff have also been working on making the lower level of leasable office space in the terminal accessible to people with disabilities. The project was originally funded with last year's Community Block Grant funds, but due to additional unseen utility relocations and modification, the cost to complete of the project increased \$18,771.33 beyond the original \$34,000.00 CDBG budget. Making the offices at the airport, and other City owned facilities, accessible is important as we make improvements to those facilities. With the airport not able to absorb these two capital costs, I recommend budgeting \$31,000.00 from the current year's Capital Escrow contingency line to the Airport Equipment line for the above airport capital projects.

Jeff Mikorski ICMA-CM,  
Morgantown City Manager

# Memo

## City of Morgantown Department of Public Works and Engineering

**To:** Jeff Mikorski, City Manager  
**From:** Damien Davis, Public Works Director  
**Subject:** Equipment Purchase  
**Date:** March 31, 2016



Mr. Mikorski,

Per City Ordinance 129.05(e) I am requesting Council approval to forgo the competitive bidding process and purchase the below pieces of equipment from State Equipment through the City's membership in NJPA. NJPA is a municipal national contracting agency which establishes and provides nationally leveraged and competitively solicited purchasing contracts.

This equipment will be used in the repair of pothole throughout the City.

Wacker Model RD12-90 Asphalt Roller	\$ 15,900.00
Case SV185 Skid Steer	\$ 37,900.00
Cold Planer attachment	\$ 12,300.00
Broom attachment	\$ 4,300.00
Hammer attachment	\$ 7,200.00
	<hr/>
	\$ 77,600.00

### 129.05 PURCHASES AND CONTRACTS; PUBLIC BIDDING.

(e) Any materials, supplies, or equipment - including motor vehicles, - may be purchased pursuant to an agreement with the Director of the West Virginia Department of Finance and Administration, Division of Purchases or pursuant to an agreement with one or more other municipalities, counties or county boards of education, or any combination thereof, for centralized purchasing for all governmental units which are parties to such agreement. Purchases made under any of these agreements are not subject to the City's competitive bidding requirements provided in this section, but such purchases shall be approved by Council.

**SPECIAL MEETING March 15, 2016:**

The Special Meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, March 15, 2016 at 6:05 pm.

**PRESENT:** Mayor Marti Shamberger, Deputy Mayor Bill Kawecki and Council Members, Rone Bane, Wes Nugent, Jenny Selin, Jay Redmond, Nancy Ganz and City Clerk Linda Tucker were present.

The meeting was called to order by Mayor Shamberger.

**INTERVIEWS TO FILL FIVE VACANCIES ON THE MORGANTOWN FIRE CODE APPEALS BOARD:**

Council Members were informed that candidates should be interviewed in each category to serve as a member on this board per State Code:

Questions were posed to the following candidates from Council:

- Matthew Eshiaty- Legal
- J Vincent Bartling-General Contractors
- Edward Heyden-Fire Protection Contractors

After discussion, Council referred the three candidates interviewed this evening be appointed to the Fire Code Appeals Board during the Regular Meeting. Council directed City Clerk, Linda Tucker to contact each candidate with information about the board. Council requested that Patrick Esposito, Professional Engineer; Mark Lambert, Fire Department Operations and Mike Wolfe, General Public be interviewed at a Special Meeting on March 29, 2016.

**EXECUTIVE SESSION:**

Executive session not held.

**ADJOURNMENT:**

There being no further business, Council adjourned the Special Meeting at 6:50 pm.

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

\_\_\_\_\_  
Mayor

\*A COMPREHENSIVE DVD IS AVAILABLE OF ALL COUNCIL MEETINGS ON DVD AT THE MORGANTOWN CITY LIBRARY.\*

**REGULAR MEETING March 15, 2016:** The Regular Meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, March 15, 2016 at 7:04 p.m.

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

The meeting was called to order by Mayor Shamberger.

**APPROVAL OF MINUTES:** The minutes of the February 23, 2016 Committee of the Whole, Regular Meeting on March 1, 2016 and Budget Conference Meeting on March 7, 2016 were approved as printed.

**CORRESPONDENCE:** Councilor Ganz noted an e-mail from WVML members letting Council know about SB 267 and HB 4377 that passed during the 2016 Legislative Session. (Exhibit A) Mayor Shamberger updated Council on the Safe Communities accreditation and a future date for the signing and celebration. (Exhibit B) Mayor Shamberger reported that an investigation by Carey, Scott, Douglas & Kessler has been done in reference to allegations that she called the City Garage to have snow removed from her street did not occur. (Exhibit C)

**PUBLIC HEARING – AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF MORGANTOWN FOR THE FISCAL YEAR 2016-2017.**

Mayor Shamberger declared this Public Hearing open.

Bill Bryan, 647 Southview Street, noted that part of the budget is spending money to calm the traffic for street repairs and speed humps on the streets.

Ellen Renton, 671 Southview Street, noted that the streets in her Neighborhood are being victimized by the development in the area.

James Giuliani, 256 Prairie Avenue, questioned the overlapping of funds in the budget if the Levy does pass. He suggested Council have meetings with Cities, County and WVU stakeholders for solutions to various problems. He requested that sidewalk repairs be considered in a similar fashion a paving list because many need to be handicapped accessible.

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

**UNFINISHED BUSINESS:**

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF MORGANTOWN FOR THE FISCAL YEAR 2016-2017:** The below entitled Ordinance was presented for second reading.

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF MORGANTOWN FOR THE FISCAL YEAR 2016-2017.**

Mayor Shamberger recused herself due to conflict of interest. Deputy Mayor Kawecki resided for this portion of the meeting.

After discussion from Council, motion by Selin, second by Kawecki, to adopt the above entitled Ordinance. Motion carried 4-2. (Bane and Nugent voted no) (Mayor Shamberger

**BOARDS AND COMMISSIONS:** Ryan Simonton, City Attorney explained the guidelines for this board by State Code, Legal Issues and the Alternate position on the board. By acclamation, Council appointed the following to the Fire Code Appeal Board: Matthew Elshiaty; J. Vincent Bartling and Mark Lambert. Council requested a Special Meeting on March 29<sup>th</sup>, 2016 to interview more candidates to serve on this board. City Clerk, Linda Tucker presented an application to Council for Colin Wattleworth to fill position on 1<sup>st</sup> wd. Traffic Commission. Motion by Nugent, second by Bane to approve appointment. After discussion from Council, motion failed to appoint by 4-3(Kawecki, Selin, Ganz, Shamberger voting no) Motion by Kawecki, second by Ganz to interview Collin Wattleworth for the Traffic Commission 1<sup>st</sup> wd. Vacancy on March 29<sup>th</sup>, 2016. After discussion, approved by consensus.

**PUBLIC PORTION:**

Mayor Shamberger declared the Public Portion open.

James Giuliani, 256 Prairie Avenue, stated that he is very involved in the Community and attends City Meetings and Planning Meetings. He noted his interest in filling the position of Dr. Ken Martis on the Planning Commission. He respected the Mayor for her decision of stepping down this evening, but urged Council to continue "the business of the City".

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

**SPECIAL COMMITTEE REPORTS:** No reports.

**NEW BUSINESS:**

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CHEAT ROAD ENGINEERING, INC. LEASING OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT:** The below entitled Ordinance was presented for first reading.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CHEAT ROAD ENGINEERING, INC. LEASING OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT.

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

**CITY MANAGERS REPORT:**

**New Business:**

**1. 2016 Street Paving Program**

Attached is the recommended 2016 street paving list that includes a primary and contingency list. The number of streets actually paved will be dependent on the cost of asphalt and construction bids. Some streets may need to have additional infrastructure improvements prior to paving which delay street improvement. Engineering Department will continue to assess condition of streets on the contingency list to confirm priority ratings are accurate, which may modify the lower portion of the list order. Total funding for street paving/improvements is approximately \$2,500,000 from the proceeds of the Safe Street and Safe Community Service

Fee. (Exhibit D)

City Manager Jeff Mikorski explained the paving process. Council suspended the rules to have Damien Davis, Public Works Director, answer questions. After discussion, motion by Selin, second by Kawecki to approve the 2016 street paving list. Motion carried 6-1. (Ganz voted no.)

**REPORT FROM CITY CLERK:**

No report

**REPORT FROM CITY ATTORNEY:**

No report

**REPORT FROM COUNCIL MEMBERS:**

Councilor Bane:

No report.

Deputy Mayor Kawecki:

No report.

Councilor Nugent:

Councilor Nugent mentioned several bills from the 2016 Legislative session. He stated that HB 4009 letting our Counties Act Locally sponsored by Del. Statler with help from the local Chamber of Commerce. He noted this bill allows counties to put before voters an option of up to a one percent (1%) sales tax to fund road projects, like those identified in the MPO Long range Transportation Plan. He mentioned the Strangulation Bill, Brunch Bill, SB 648, HB 4228, HB 4163, HB 4377, and SB 267. He reported that the Wiles Hill/Highland Park Neighborhood Association is having their meeting on March 17, 2016 at p.m. He stated that he has had a request for a sign on Willowdale Road for no skateboard or bikes on sidewalks. City Manager, Jeff Mikorski commented that the sign is on the list to be done.

Councilor Selin:

Councilor Selin commented she appreciated the healthy debate this evening. She mentioned the loss of two wonderful citizens; Mary Templeton and Vaughn Kiger. She then requested the City Clerk change the term "transcript" on the minutes for clarity. She reported that the Morgantown Farmers Market will be at the Market

Pavilion starting April 9<sup>th</sup> & 23<sup>rd</sup>, 2016; 11 am till 1 :00 p.m. and in May from 8:30am-noon.

She responded to Mr. Giuliani's comment about overlapping of Funds in the 2016 Budget with the passage of the Levies. She stated that there is no overlapping of funds and suggested all stakeholders work together on these funding issues. She noted that everyone on Council works very hard for the citizens to follow the rules of the Charter.

Councilor Redmond:

Councilor Redmond mentioned an article in the Dominion Post about the Cities User Fee. He questioned the procedure and the confusion the community is still having in understanding this fee and hope this is corrected soon. He thanked Mr. Giuliani for offering his services to the Planning Commission and hopes the City Manager will consider him for that vacancy.

Councilor Ganz:

Councilor Ganz thanked Damien Davis, Public Works Director for codification of paving list with maps. She noted the passing of Mary Templeton and stated that on her behalf there will be a donation to Jack Roberts Park. She complimented the Mayor and the committee on their work on the Safe Community Initiatives. She apologized to Mayor Shamberger for the sensitive situation of having to step down this evening; but understands and respects the decision. She stated that SB 267 Legislation updated the petition standards; and we could stop this legal issue now if two of our Councilors would take their names off this current petition. She announced the Suncrest Neighborhood Association meeting would be on March 31<sup>st</sup>, 2016.

Mayor Shamberger:

Mayor Shamberger noted she was part of the Strategic Planning for the Botanic Gardens; reminded Council of the Community Coalition on Homeless Dinner on May 9<sup>th</sup>, 2016. She thanked Council for attending the Mon Com Meeting at Marilla it was well attended.

She attended Region 6 Workforce WV Meeting. She presented prizes for artwork at Boy & Girls Club and presented Proclamation to Delta Sigma Theta at the Waterfront on March 12, 2016. She was invited to the India Development dinner on March 13, 2016. She mentioned a documentary at the Met Theatre on June 18<sup>th</sup>, 2016 called "Ageless Friends"; and veterans will be honored all day long. She mentioned that on March 23<sup>rd</sup>, 2016 our Sister City would be visiting and touring our City. She noted serving on the Planning Commission with Mary Templeton. Mayor Shamberger made the following community announcements: Young Artist Concert, Morgantown Poets, An Evening with An Author, WV Botanic Garden Spring Wreath Workshop, Winter Farmers Market and Registration is now open for BOPARC summer camps. She then stated that she felt her actions were warranted to step down due to a potential conflict. She commented that she has been through a lot with her tires on her car having nails, e-mails, and lawsuits; and wanted everyone to know she remains tough.

**ADJOURNMENT:** Motion by Kawecki, second by Selin to adjourn the meeting. Motion carried by unanimous consent at 9:40 p.m.

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City Clerk

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Mayor

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**MEMORANDUM**

TO: WVML Members  
FROM: WVML  
DATE: March 15, 2016  
SUBJECT: 2016 General Session Highlights

Your League succeeded in the 2016 General Session in the two bills that were requested by our membership and drafted by Lisa and your Staff:

1. *SB 267: Modifying removal procedures for county, school district and municipal officers.*

This bill is completed by the Legislature and awaiting the Governor's action. The new law includes:

- a) Defines "official misconduct", "neglect of duty" and "incompetence". This provides clear standards and prerequisites for removal actions; and,
- b) Defines "qualified petitioner" as a registered voter that is qualified to vote for the official that is the subject of a removal action; and,
- c) Provides specific guidance for the process and procedure of removal actions; and,
- d) Provides new threshold petition standards; and,
- e) Authorizes reimbursement for officials prevailing in a removing action.

2. *HB 4377: Eliminating 30-day exemption for hotel and motel taxes.*

This bill is completed by the Legislature and awaiting the Governor's action. The new law eliminates the exemption for payment of hotel/motel taxes for guests that stay at a hotel/motel for 30 days or more.

We will provide our Members with a more detailed review of the session. As always, thanks for your support - we are an effective team working for the best future for our Cities and Citizens!

Exhibit B



Marti Shamberger <shambergerward5@gmail.com>

## West Virginia University & Greater Morgantown Safe Communities Site Review

3 messages

**McKee, Genia** <genia.mckee@uky.edu>

Mon, Mar 14, 2016 at 1:26 PM

To: "Carrie.Nie@nsc.org" <Carrie.Nie@nsc.org>, "courtney.davies@nsc.org" <courtney.davies@nsc.org>

Cc: "Colleen Harshbarger (Colleen.Harshbarger@mail.wvu.edu)" <Colleen.Harshbarger@mail.wvu.edu>, "martishamberger (shambergerward5@gmail.com) (shambergerward5@gmail.com)" <shambergerward5@gmail.com>, "Linn, Herb" <hlinn2@hsc.wvu.edu>, "Shook, Daniel" <daniel.shook@hsc.wvu.edu>, "Suja Shunmugavelu (Suja.Shunmugavelu@nsc.org)" <Suja.Shunmugavelu@nsc.org>

Carrie Nie

Senior Director

Safe Communities America

National Safety Council

Dear Carrie,

This email is to notify you that Courtney Davies and I have completed the onsite review of the West Virginia University & Greater Morgantown Safe Communities application and that we fully and without qualification recommend Safe Communities America accreditation. Before the site-review report is finalized, we wish to convey how impressed we were particularly with the depth of injury data collection and analysis, the obvious, longstanding relationships among the coalition leadership, and the commitment of the community partners to accreditation and wellbeing of the community.

During our closing meeting, coalition leadership indicated that they would finalize the application and submit it to Safe Communities America. In addition, the date of May 19, 2016 was put forth as the tentative date for the West Virginia University & Greater Morgantown Safe Communities accreditation signing and celebration.

We are very impressed with the work, scope and potential of West Virginia University & Greater Morgantown Safe Communities and are very excited to be part of this application review.

Respectfully,

Genia M<sup>C</sup>Kee

Genia M<sup>C</sup>Kee

Kentucky Safe Communities

Kentucky Injury Prevention and Research Center

333 Waller Ave, Suite 242

Lexington, Kentucky 40504

[859/323-0298-w](tel:8593230298)

[859/339-4189-c](tel:8593394189)

[genia.mckee@uky.edu](mailto:genia.mckee@uky.edu)

[www.safekentucky.org](http://www.safekentucky.org)

[www.kiprc.uky.edu](http://www.kiprc.uky.edu)



**Colleen Harshbarger** <Colleen.Harshbarger@mail.wvu.edu>

Mon, Mar 14, 2016 at 3:04 PM

To: Alfred Kasprowicz <Alfred.Kasprowicz@mail.wvu.edu>, Alison Tartaglia <Alison.Tartaglia@mail.wvu.edu>, Allison Cutlip <Allison.Cutlip@mail.wvu.edu>, Amy Fiske <Amy.Fiske@mail.wvu.edu>, Amy Gentzler <Amy.Gentzler@mail.wvu.edu>, "amy@unitedwaympc.org" <amy@unitedwaympc.org>, "friendsofbarbara@gmail.com" <friendsofbarbara@gmail.com>, "Barri.Faucett@prestera.org" <Barri.Faucett@prestera.org>, "baustin@labyrinth.net" <baustin@labyrinth.net>, William Ramsey <WRAMSEY@hsc.wvu.edu>, "bmusic@psimedinc.com" <bmusic@psimedinc.com>, Bob Roberts <Bob.Roberts@mail.wvu.edu>, Brian Quigley <bquigley@hsc.wvu.edu>, Carol Mangone <cmangone.evaluation@gmail.com>, Catherine Yura <Cathy.Yura@mail.wvu.edu>, Chad Barker <Chad.Barker@mail.wvu.edu>, L Plein <lplein@wvu.edu>, Christiaan Abildso <CGABILDSDO@hsc.wvu.edu>, "cmorlock@mix.wvu.edu" <cmorlock@mix.wvu.edu>, Colleen Harshbarger <Colleen.Harshbarger@mail.wvu.edu>, "daniel@morgantownchamber.org" <daniel@morgantownchamber.org>, Danielle Davidov <ddavidov@hsc.wvu.edu>, Diane Rogers <MonCountyPFS@gmail.com>, "djones@hsc.wvu.edu" <djones@hsc.wvu.edu>, "epreston@cityofmorgantown.org" <epreston@cityofmorgantown.org>, "Eldonc@msn.com" <Eldonc@msn.com>, Elyce Biddle <elyce.biddle@mail.wvu.edu>, Emily Vasile <EAVASILE@hsc.wvu.edu>, Eve Faulkes <Eve.Faulkes@mail.wvu.edu>, Gypsy Denzine <Gypsy.Denzine@mail.wvu.edu>, "hsperringer@cityofmorgantown.org" <hsperringer@cityofmorgantown.org>, Herb Linn <hlinn2@hsc.wvu.edu>, "jselin@hotmail.com" <jselin@hotmail.com>, "jselin@morgantownwv.gov" <jselin@morgantownwv.gov>, "jking.rdvic@gmail.com" <jking.rdvic@gmail.com>, Karen Weiss <Karen.Weiss@mail.wvu.edu>, "kltaylor@mix.wvu.edu" <kltaylor@mix.wvu.edu>, Keith Weber <keith.weber@mail.wvu.edu>, Kim Mosby <Kim.Mosby@mail.wvu.edu>, Kristi Wood-Turner <kwood@wvu.edu>, "Smith, Lee B" <Lee.B.Smith@wv.gov>, Linda Rudy <ljrudy@hsc.wvu.edu>, Lova Jaros <ljaros@hsc.wvu.edu>, Marie Abate <mabate@hsc.wvu.edu>, "mcaravasos@morgantownfd.gov" <mcaravasos@morgantownfd.gov>, Mark Fullen <M.Fullen@mail.wvu.edu>, "shambergerward5@gmail.com" <shambergerward5@gmail.com>, "mchead@mix.wvu.edu" <mchead@mix.wvu.edu>

"mfortney@mecca911.org" <mfortney@mecca911.org>, "mwolfe@mecca911.org" <mwolfe@mecca911.org>, Melissa Pforr <missy.pforr@mail.wvu.edu>, Motao Zhu <mozhu@hsc.wvu.edu>, "randy.l.williams@wv.gov" <randy.l.williams@wv.gov>, "bob.w.white@wv.gov" <bob.w.white@wv.gov>, Roy Baker <roy.baker1@mail.wvu.edu>, "sashfaq@mix.wvu.edu" <sashfaq@mix.wvu.edu>, "frn@unitedwaympc.org" <frn@unitedwaympc.org>, "bensons@monhealthsys.org" <bensons@monhealthsys.org>, Shelley Layman <SLAYMAN2@hsc.wvu.edu>, Stacy Vander Velde <stacy.vandervelde@mail.wvu.edu>, "sdavis@hsc.wvu.edu" <sdavis@hsc.wvu.edu>, "T. Anne Hawkins" <TAHawkins@mail.wvu.edu>, "tjp2@cdc.gov" <tjp2@cdc.gov>, Wesley Thomas <wthomas2@mail.wvu.edu>, William Schafer <wschafer@mail.wvu.edu>, Daniel Shook <daniel.shook@hsc.wvu.edu>, Teresa Hefferin <teresa.hefferin@mail.wvu.edu>, Corey Farris <Corey.Farris@mail.wvu.edu>, Jeffrey Coben <jcoben@hsc.wvu.edu>, Clay Marsh <cbmarsh@hsc.wvu.edu>

Hello all,

Thank you for taking part in the Safe Communities site review. As you can see by the email below, the reviewers were quite impressed with our collective effort and display of collaboration. Each of you had a role in this at some point and clearly this is a shared accomplishment. Please disregard the reference to the May 19<sup>th</sup> date (we thought it was the Black Bear's opener and it turns out that it's June 19) and know that we will be in touch as we land on a date for the accreditation celebration.

Sincerely,

Colleen

**From:** McKee, Genia [mailto:genia.mckee@uky.edu]  
**Sent:** Monday, March 14, 2016 1:26 PM  
**To:** Carrie.Nie@nsc.org; courtney.davies@nsc.org  
**Cc:** Colleen Harshbarger <Colleen.Harshbarger@mail.wvu.edu>; martishamberger (shambergerward5@gmail.com) (shambergerward5@gmail.com) <shambergerward5@gmail.com>; Herb Linn <hlinn2@hsc.wvu.edu>; Daniel Shook <daniel.shook@hsc.wvu.edu>; Suja Shunmugavelu (Suja.Shunmugavelu@nsc.org) <Suja.Shunmugavelu@nsc.org>  
**Subject:** West Virginia University & Greater Morgantown Safe Communities Site Review

[Quoted text hidden]

**Bob Musick** <bmusick@psimedinc.com> Mon, Mar 14, 2016 at 3:15 PM  
To: Colleen Harshbarger <Colleen.Harshbarger@mail.wvu.edu>, Alfred Kasprovicz <Alfred.Kasprovicz@mail.wvu.edu>, Alison Tartaglia <Alison.Tartaglia@mail.wvu.edu>, Allison Cutlip <Allison.Cutlip@mail.wvu.edu>, Amy Fiske <Amy.Fiske@mail.wvu.edu>, Amy Gentzler <Amy.Gentzler@mail.wvu.edu>, amy@unitedwaympc.org, friendsofbarbara@gmail.com, Barri.Faucett@prestera.org, FRN <frn@unitedwaympc.org>, baustin@labyrinth.net, William Ramsey <WRAMSEY@hsc.wvu.edu>, Bob Roberts <Bob.Roberts@mail.wvu.edu>, Brian Quigley <bquigley@hsc.wvu.edu>, Carol Mangone <cmangone.evaluation@gmail.com>, Catherine Yura <Cathy.Yura@mail.wvu.edu>, Chad Barker <Chad.Barker@mail.wvu.edu>, L Plein <lplein@wvu.edu>, Christian Abildso <CGABILDSDO@hsc.wvu.edu>, cmorlock@mix.wvu.edu, daniel@morgantownchamber.org, Danielle Davidov <ddavidov@hsc.wvu.edu>, Diane Rogers <MonCountyPFS@gmail.com>, djones@hsc.wvu.edu, epreston@cityofmorgantown.org, Eldonc@msn.com, Elyce Biddle <elyce.biddle@mail.wvu.edu>, Emily Vasile <EAVASILE@hsc.wvu.edu>, Eve Faulkes <Eve.Faulkes@mail.wvu.edu>, Gypsy Denzine <Gypsy.Denzine@mail.wvu.edu>, hsperringer@cityofmorgantown.org, Herb Linn <hlinn2@hsc.wvu.edu>, jselin@hotmail.com, jselin@morgantownwv.gov, jking.rdvic@gmail.com, Karen Weiss <Karen.Weiss@mail.wvu.edu>, kltaylor@mix.wvu.edu, Keith Weber <keith.weber@mail.wvu.edu>, Kim Mosby <Kim.Mosby@mail.wvu.edu>, Kristi Wood-Turner <kwood@wvu.edu>, "Smith, Lee B" <Lee.B.Smith@wv.gov>, Linda Rudy <ljrudy@hsc.wvu.edu>, Lova Jaros <ljaros@hsc.wvu.edu>, Marie Abate <mabate@hsc.wvu.edu>, mcaravastos@morgantownfd.gov, Mark Fullen <M.Fullen@mail.wvu.edu>, shambergerward5@gmail.com, mthead@mix.wvu.edu, mfortney@mecca911.org, mwolfe@mecca911.org, Melissa Pforr <missy.pforr@mail.wvu.edu>, Motao Zhu <mozhu@hsc.wvu.edu>, randy.l.williams@wv.gov, bob.w.white@wv.gov, Roy Baker <roy.baker1@mail.wvu.edu>, sashfaq@mix.wvu.edu, bensons@monhealthsys.org, Shelley Layman <SLAYMAN2@hsc.wvu.edu>, Stacy Vander Velde <stacy.vandervelde@mail.wvu.edu>, sdavis@hsc.wvu.edu, "T. Anne Hawkins" <TAHawkins@mail.wvu.edu>, tjp2@cdc.gov, Wesley Thomas <wthomas2@mail.wvu.edu>, William Schafer <wschafer@mail.wvu.edu>, Daniel Shook <daniel.shook@hsc.wvu.edu>, Teresa Hefferin <teresa.hefferin@mail.wvu.edu>, Corey Farris <Corey.Farris@mail.wvu.edu>,"

Jeffrey Coben <jcoben@hsc.wvu.edu>, Clay Marsh <cbmarsh@hsc.wvu.edu>  
Cc: Terry Rusin <trusin@psimedinc.com>

Congratulations to Colleen and all of the staff that put the Safe Communities Program together. I am very proud I could represent PSIMED and our WV Suicide Prevention Council.

Bob

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**From:** Colleen Harshbarger [mailto:[Colleen.Harshbarger@mail.wvu.edu](mailto:Colleen.Harshbarger@mail.wvu.edu)]

**Sent:** Monday, March 14, 2016 3:05 PM

**To:** Alfred Kasproicz; Alison Tartaglia; Allison Cutlip; Amy Fiske; Amy Gentzler; [amy@unitedwaympc.org](mailto:amy@unitedwaympc.org); [friendsofbarbara@gmail.com](mailto:friendsofbarbara@gmail.com); [Barri.Faucett@prestera.org](mailto:Barri.Faucett@prestera.org); FRN; [baustin@labyrinth.net](mailto:baustin@labyrinth.net); William Ramsey; [bmusick@psimedinc.com](mailto:bmusick@psimedinc.com); Bob Roberts; Brian Quigley; Carol Mangone; Catherine Yura; Chad Barker; L Plein; Christiaan Abildso; [cmorlock@mix.wvu.edu](mailto:cmorlock@mix.wvu.edu); Colleen Harshbarger; [daniel@morgantownchamber.org](mailto:daniel@morgantownchamber.org); Danielle Davidov; Diane Rogers; [djones@hsc.wvu.edu](mailto:djones@hsc.wvu.edu); [epreston@cityofmorgantown.org](mailto:epreston@cityofmorgantown.org); [Eldonc@msn.com](mailto:Eldonc@msn.com); Elyce Biddle; Emily Vasile; Eve Faulkes; Gypsy Denzine; [hsperringer@cityofmorgantown.org](mailto:hsperringer@cityofmorgantown.org); Herb Linn; [jselin@hotmail.com](mailto:jselin@hotmail.com); [jselin@morgantownwv.gov](mailto:jselin@morgantownwv.gov); [jking.rdvic@gmail.com](mailto:jking.rdvic@gmail.com); Karen Weiss; [kltaylor@mix.wvu.edu](mailto:kltaylor@mix.wvu.edu); Keith Weber; Kim Mosby; Kristi Wood-Turner; Smith, Lee B; Linda Rudy; Lova Jaros; Marie Abate; [mcaravastos@morgantownfd.gov](mailto:mcaravastos@morgantownfd.gov); Mark Fullen; [shambergerward5@gmail.com](mailto:shambergerward5@gmail.com); [mthead@mix.wvu.edu](mailto:mthead@mix.wvu.edu); [mfortney@mecca911.org](mailto:mfortney@mecca911.org); [mwolfe@mecca911.org](mailto:mwolfe@mecca911.org); Melissa Pforr; Motao Zhu; [randy.l.williams@wv.gov](mailto:randy.l.williams@wv.gov); [bob.w.white@wv.gov](mailto:bob.w.white@wv.gov); Roy Baker; [sashfaq@mix.wvu.edu](mailto:sashfaq@mix.wvu.edu); [frn@unitedwaympc.org](mailto:frn@unitedwaympc.org); [frn@unitedwaympc.org](mailto:frn@unitedwaympc.org); [bensons@monhealthsys.org](mailto:bensons@monhealthsys.org); Shelley Layman; Stacy Vander Velde; [sdavis@hsc.wvu.edu](mailto:sdavis@hsc.wvu.edu); T. Anne Hawkins; [tjp2@cdc.gov](mailto:tjp2@cdc.gov); Wesley Thomas; William Schafer; Daniel Shook; Teresa Hefferin; Corey Farris; Kim Mosby; Jeffrey Coben; Clay Marsh

**Subject:** FW: West Virginia University & Greater Morgantown Safe Communities Site Review

[Quoted text hidden]

Exhibit C



Marti Shamberger <shambergerward5@gmail.com>

**FW: Report on Investigation of Mayor**

2 messages

Jeff Mikorski <jmikorski@morgantownwv.gov>

Fri, Mar 11, 2016 at 3:28 PM

To: "Jay Redmond (CC Ward 6)" <jredmond@morgantownwv.gov>, "Jenny Selin (C.C. Ward 4)" <jselin@morgantownwv.gov>, "Marti Shamberger (C.C. Ward 5)" <mshamberger@morgantownwv.gov>, "Nancy Ganz (CC Ward 7)" <nganz@morgantownwv.gov>, "Ron Bane (CC Ward 1)" <rbane@morgantownwv.gov>, "Wes Nugent (C.C. Ward 3)" <wnugent@morgantownwv.gov>, "William Kawecki (C.C. Ward 2)" <wkawecki@morgantownwv.gov>

Good afternoon City Council,

I wanted you to be aware of two situations that the City administration are investigating.

1. During the Court hearing related to the petition to remove Council members, I was surprised to see an employee talk about a situation that was not brought to my attention regarding a Council member calling the City Garage directly for City services. After the hearing I was told that some employees did not recall the situation as it was presented in court and were concerned that they were misrepresented by another employee. I wanted to get to the bottom of this, so I had the situation administratively investigated. Attached is the report from the interviews that were completed. As it can be seen from the interviews provide, a substantially different situation occurred.
2. We are also tracking recent emails that have been sent to employees from "smoofed" email addresses that appear to come from City created Council member addresses, but are not coming from real council members' addresses. This criminal activity is being investigated by the Police Department.

Sincerely,

Jeff Mikorski, ICMA-CM  
 Morgantown City Manager  
 389 Spruce Street  
 Morgantown, WV 26505  
 304-284-7405  
 jmikorski@morgantownwv.gov

**From:** Ryan Simonton

**Sent:** Friday, March 11, 2016 10:38 AM  
**To:** Jeff Mikorski <jmikorski@morgantownwv.gov>  
**Subject:** Report on Investigation of Mayor

Jeff,

The report from outside counsel who investigated the claim that Mayor Shamberger contacted Street Department employees to plow her street is attached.

Sincerely,

Ryan Simonton  
City Attorney  
City of Morgantown  
389 Spruce Street  
Morgantown, WV  
(304) 284-7477  
[rsimonton@morgantownwv.gov](mailto:rsimonton@morgantownwv.gov)

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 **031116 - MWC Letter to Simonton re-Internal Investigation.pdf**  
878K

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**Marti Shamberger** <shambergerward5@gmail.com>  
To: Lonnie Simmons <Lonnie.Simmons@dbdlawfirm.com>

Fri, Mar 11, 2016 at 3:50 PM

Heres the report.....

[Quoted text hidden]

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 **031116 - MWC Letter to Simonton re-Internal Investigation.pdf**  
878K

LAW OFFICES  
**CAREY, SCOTT, DOUGLAS & KESSLER, PLLC**

901 CHASE TOWER  
700 VIRGINIA STREET, EAST  
P.O. BOX 913  
CHARLESTON, WV 25323

MICHAEL W. CAREY  
ROBERT E. DOUGLAS  
JOHN A. JOHNSON  
S. BENJAMIN BRYANT  
DOUGLAS POGGIO

TELEPHONE (304) 345-1234  
TELEPHONE (304) 342-1111  
FACSIMILE (304) 342-1100

March 11, 2016

Ryan Simonton, Esq.  
City of Morgantown  
389 Spruce Street  
Morgantown, WV 26505-5579

Re: Internal Investigation

Dear Mr. Simonton:

This firm was retained by you to conduct an investigation to determine whether the allegation made by Lyle Matthews in the recently conducted removal hearing is true. It is our understanding that he testified to the effect that Marti Shamberger, the Mayor of Morgantown, called the Morgantown Street Department sometime in January of this year and requested her street be plowed.

On March 2, 2016, Jack Kessler and I conducted interviews of nine people. The list of people interviewed is attached hereto and will be identified herein by the number corresponding to that person. We also reviewed certain documents and other materials and those deemed relevant are also attached hereto. A summary of their statements and our conclusions drawn from them are as follows.

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Ryan Simonton, Esq.  
March 11, 2016  
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We first interviewed Witness No. 1 who reiterated that sometime during the week beginning January 11, 2016, Witness No. 3 came to him and advised him that the Mayor had called and asked if her street could be plowed. Witness No. 1 said he told Witness No. 3 that Witness No. 2 was currently in the area where the Mayor lived but that he (Witness No. 1) was not going to call Witness No. 2 and pull him off his route, but that if Witness No. 3 "wanted to, that's up to you." According to Witness No. 1, Witness No. 2 later came to the garage around 10:30 a.m. and said, "I got the Mayor taken care of."

Witness No. 1 then related that sometime thereafter, he was at the City Building when he was asked by a certain city official how things were going and he responded that "everybody and his brother is calling, even the Mayor called to get her street plowed."

Witness No. 2 was then interviewed who advised that on a day in January (the date of which he initially did not recall) he had been assigned to go around the city with a salt truck treating icy spots. One place he treated that morning was an area where water and ice had accumulated along Charles Avenue, emanating from a fire hydrant near the junction of Charles Avenue with Harrison Street. Around 10:30 a.m. he received a call on his cell phone and, because he did not recognize the incoming number, he did not answer. Very shortly thereafter, another call came in identified on his phone as "City Garage." He pulled to the side of the street and answered the call and it was Witness No. 3. Witness No. 3 advised Witness No. 2 that the Mayor had called downtown and that there was an icy spot on Charles Avenue near Harrison Street that needed to be addressed. Witness

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Ryan Simonton, Esq.  
March 11, 2016  
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No. 2 told Witness No. 3 that he had already treated that location but that he would go back and do it again. When he arrived back at the area, Witness No. 3 said there was water coming out of the ground near the fire hydrant that ran onto Charles Avenue and formed ice. He said the icy area was approximately five feet wide and 20-25 feet long. In his words, he put so much salt [which is green in color] that he made the area look like grass. Witness No. 2 looked at an image of the area from Google Earth and identified for us the area that was treated, running along Charles Avenue near the junction of Harrison Street. Witness No. 2 said he returned to the City Garage around noon and said to the people there that "I took care of the spot for the Mayor."

Witness No. 2 advised that on the day he treated the icy spot on Charles Avenue, he did not spread any salt on or plow Ridgeway Avenue.

Witness No. 3 was then interviewed and she stated that the event in issue occurred on January 19, 2016. When asked how she was certain the event took place on that date, she stated that when the allegation by Witness No. 1 became public, she went into her office and located a note on a pad which stated "January 19<sup>th</sup>, Carol, ice spot, Charles, Mayor" and that the entry had been scratched through and the letters "CO" were written beside it. Witness No. 3 advised that when she takes a call relating to the Street Department, she makes a note of the substance of the call and strikes through it when it has been assigned for handling. She further stated she also notes the initials of the person assigned to handle the issue. She then related to us that on that day, sometime around

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Ryan Simonton, Esq.  
March 11, 2016  
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1:00 p.m., she received a call from Witness No. 9 who advised her that the Mayor had contacted the City Manager's Office and said water was going across Charles Avenue and turning to ice. Witness No. 3 recalled that she then spoke to either Witness No. 1 or Witness No. 5, and advised that person that the Mayor had called concerning an icy spot on Charles Avenue, at which time the person advised Witness No. 3 that Witness No. 2 was in the area and she should call him to have it taken care of. Witness No. 3 stated that, because the Street Department line was in use, she called Witness No. 2 on the Sign and Signal line which is 291-7459. Witness No. 2 did not answer the call. Witness No. 3 said she then called on line 291-7465, which is the Street Department number, and Witness No. 2 answered her call. At that time, Witness No. 3 asked Witness No. 2, "What are you doing avoiding my calls?" in a joking fashion. Witness No. 2 advised her that he did not answer the first call because he did not recognize the number, because it was not programmed into his phone. Witness No. 3 then advised Witness No. 2 that the Mayor had called downtown and stated there was water flowing and ice forming near the junction of Charles Avenue and Harrison Street. Witness No. 2 responded to Witness No. 3 that he had already been there once, but he would go back and take care of it.

Witness No. 3 then related that Witness No. 2 returned to the garage sometime between 3:00 and 3:15 p.m. that day and walked in and advised her, as well as others, "I got the Mayor taken care of." He further related that it appeared that the hydrant near the ice spot was leaking and "I peppered the area with salt." Because of the potential leak

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Ryan Simonton, Esq.  
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from the hydrant, Witness No. 3 then called Witness No. 9 to advise her that the area had been treated but it appeared that the hydrant was leaking. The two then discussed what department would be responsible for addressing the leaky hydrant. Witness No. 9 advised Witness No. 3 that she thought it might be the Fire Department and she (Witness No. 9) would take care of it.

Witness No. 3 stated she never had any discussions with the Mayor about the Street Department performing any services on this day or any other day.

Due to the time discrepancies in the information provided by Witness No. 2 and Witness No. 3 concerning the timing of the phone conversation between them, Witness No. 2 was asked to provide his phone to review the missed and received calls. Screen shots of missed and received calls January 19<sup>th</sup> were taken from his phone. The screen shot indicates that at 1:05 on January 19<sup>th</sup>, Witness No. 2 had a missed call from 291-7459. It further indicates that at 1:07 that day, he took a call from "City Garage." Witness No. 2's phone was also reviewed for any missed calls from 291-7459 during the week of January 11<sup>th</sup>, and there were none. Because of this information, Witness No. 2 believes the event in question happened on January 19<sup>th</sup> at or about 1:07, as indicated on his phone.

Witness No. 3 further related that sometime in the first week of February, Witness No. 3 received a call from a City official (the same one identified by Witness No. 1), who told her that Witness No. 1 had related to the City official that the Mayor had called

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Ryan Simonton, Esq.  
March 11, 2016  
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Witness No. 3 last week and demanded that her street be plowed. Witness No. 3 stated that she advised the City official that she did not receive such a call last week, because she was off. The City official then asked Witness No. 3 who would have been answering the phones in her absence and she provided the City official with the name of the person at the City Garage who would usually take calls in her absence. The City official then asked to speak to that person.

Next, Witness No. 6 was interviewed. Records from the Street Department identified Witness No. 6 as having been the person who rode with Witness No. 2 on January 19<sup>th</sup>, when the icy spot on Charles Avenue was treated. Witness No. 6 confirmed that while he does not have a specific recollection of the day in issue, he does recall having treated an icy spot on Charles Avenue near Harrison Street one morning. He recalls that sometime thereafter, Witness No. 2 advised him that they had been directed to "hit it again." Witness No. 6 further stated that when they arrived at the spot a second time, they looked at the site and there was water coming from the ground near the hydrant and it had formed a patch of ice which was four or five inches in thickness at various places and had extended from the curb across the street. Witness No. 6 said it was a big icy area and it posed a safety hazard. However, Witness No. 6 had no information whether the Mayor had any role in requesting the site be treated. Witness No. 6 did confirm that they did not plow Ridgeway Avenue that day. (Witness No. 6 identified the same general area on the Google Earth images that Witness No. 2 identified as the area they treated.)

## CAREY, SCOTT, DOUGLAS &amp; KESSLER, PLLC

Ryan Simonton, Esq.  
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Next, we interviewed Witness No. 9, who works in the City Manager's Office. She confirmed that on a day in January, Mayor Marti Shamberger called her and advised her that there was a buildup of ice along Charles Avenue. In response, Witness No. 9 advised the Mayor that she would report it to the Street Department. Witness No. 9 then called Witness No. 3 and advised her that the Mayor had called to report a buildup of ice along Charles Avenue near Harrison Street. Witness No. 3 advised Witness No. 9 that she would "get the guys on it." Witness No. 9 recalls that the conversation with Witness No. 3 took place around 1:00. Witness No. 9 further recalls being called back by Witness No. 3 who advised her that the hydrant in that area appeared to be leaking. Witness No. 9 does not recall what, if anything, she did with that information.

Based on the information set forth herein and contained in more detail in the memos of interviews and exhibits, it is apparent that the allegation made by Witness No. 1 that the Mayor had called the Street Department to have her street plowed, sometime in the week of January 11<sup>th</sup>, did not occur as related. It is clear that, in relation to the event testified to by Witness No. 1, the Mayor did not contact the Street Department directly. (In this regard, it is possible that Witness No. 1 did not realize that the call that Witness No. 3 received was from Witness No. 9, rather than from the Mayor.) In any event, witnesses confirm that the Mayor made a phone call to the City Manager's Office who, in turn, contacted Witness No. 3 at the Street Department and advised Witness No. 3 that the Mayor had called and requested that an icy spot on Charles Avenue near Harrison Street be treated. Witness

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Ryan Simonton, Esq.  
March 11, 2016  
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No. 2 confirmed that he actually had treated that spot earlier that day but, upon receiving a phone call from Witness No. 3, he treated it again. In this regard, it is important to note that Witness No. 2 and Witness No. 6 both confirm that they did not treat or plow Ridgeway Avenue on that occasion. Moreover, it is important to note that the evidence obtained from Witness No. 2's phone, substantiates that this event took place on January 19, 2016.

During the course of this investigation, another allegation concerning the Mayor calling the Street Department was raised. During the interview of Witness No. 6, he stated that during a big snow in January, they were required to work overtime. Witness No. 6 believes the day at issue was January 8<sup>th</sup>, which was a Friday. Witness No. 6 stated that at approximately 7:00 p.m. during a dinner break, he and others were standing around the table in the garage where they usually receive their assignments and Witness No. 5 came in, placed a piece of paper down on the table, and said the Mayor had called and these were the streets that she wanted taken care of. Witness No. 6 stated that the list was handwritten and Witness No. 5 advised them to review the list and whatever streets were in the Ward that they were assigned, make sure they treat those streets. According to Witness No. 6, one of the streets was Ridgeway Avenue. Witness No. 6 stated that Witness No. 7 and Witness No. 8 were present when this occurred.

As a result of this allegation, Witness No. 5 was re-interviewed. Witness No. 5 was specifically asked about Witness No. 6's allegation. Witness No. 5 said he had heard that Witness No. 6 had made this allegation previously and that he (Witness No. 5) recalls an

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evening when he did, in fact, provide the truck drivers with a list of streets that needed to be cleaned based on citizens' requests, but Witness No. 5 specifically denied ever saying that the list came from the Mayor. Witness No. 5 further denied that he had ever received any direction from the Mayor to have any particular street plowed on that date or any date. Witness No. 5 said it was possible Ridgeway Avenue was on the list, but he does not recall. We then asked Witness No. 5 where he previously heard that Witness No. 6 had made this allegation, he said he heard it from Witness No. 3.

Witness No. 3 was then re-interviewed, who advised us that after Witness No. 1 testified in the removal hearing, an article came out in the newspaper which was titled, "Morgantown Mayor Denies Snow Removal Accusation." Witness No. 3 stated that while she was reading this article on the computer in her office, Witness No. 6 came into her office and they began discussing the article. During the conversation, Witness No. 6 stated something the effect that, "I bet it has to do with the night the Mayor called when we worked overtime to plow the streets." Witness No. 6 told Witness No. 3 that while they were taking a break and getting something to eat, Witness No. 5 came out and said the Mayor had just called and wanted certain streets to be cleaned. Witness No. 5 then provided them with the list. Witness No. 3 said that Witness No. 6 further told her that Witness No. 7 was working that night as well.

Witness No. 7 was then interviewed and asked if he recalled a day in January when they worked overtime and Witness No. 5 provided them with a list of streets to be treated.

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Ryan Simonton, Esq.  
March 11, 2016  
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Witness No. 7 confirmed that he does recall such an event because upon reviewing the list, he began to advise the other drivers which streets were in their assigned areas and one of the other drivers said, "Here's our next supervisor." Witness No. 7, however, denies that Witness No. 5 ever said that the source of the list was the Mayor.

Next, Witness No. 8 was interviewed concerning the allegation by Witness No. 6. Witness No. 8 advised that he recalled an occurrence in January when they were working overtime and Witness No. 5 provided them with a list of streets to be plowed. Witness No. 8 recalled Witness No. 5 putting the list on a table and telling them to make sure they covered the streets on the list that were in their areas, but Witness No. 5 made no mention that the source of the list was the Mayor.

In an effort to further identify the date in question, overtime records were reviewed for January 8<sup>th</sup>. Those records indicate that Witness No. 6, Witness No. 7, and Witness No. 8 did not work overtime that evening. An internet search revealed that a significant snowstorm took place in Morgantown on or about January 22<sup>nd</sup>. The overtime records for that period indicate that Witness No. 6 and Witness No. 8 worked overtime from January 21-27, 2016, however, Witness No. 7 did not.

Finally, we were advised by Witness No. 5 that Witness No. 6 had been the subject of a disciplinary complaint filed in relation to an event on February 11, 2016, and as a result of that complaint, Witness No. 6 was disciplined on February 23, 2016.

Based on all of the above, we were unable to substantiate or corroborate the

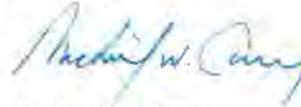
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Ryan Simonton, Esq  
March 11, 2016  
Page 11

allegation made by Witness No. 6 in any way. We are not aware of any further steps that could be taken to prove or disprove the allegation.

Please let us know if there is any additional information you need, or if there are any further inquiries that you would like for us to undertake.

Sincerely,

A handwritten signature in blue ink that reads "Michael W. Carey". The signature is written in a cursive style with a large, stylized initial "M".

Michael W. Carey

MWC/nes  
Enclosures

Exhibit D



**Office of the City Manager**

# The City of Morgantown

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

## **City Manager's Report for City Council Meeting on March 15, 2016**

### **New Business:**

#### **1. 2016 Street Paving Program**

Attached is the recommended 2016 street paving list that includes a primary and contingency list. The number of streets actually paved will be dependent on the cost of asphalt and construction bids. Some streets may need to have additional infrastructure improvements prior to paving which delay street improvement. Engineering Department will continue to assess condition of streets on the contingency list to confirm priority ratings are accurate, which may modify the lower portion of the list order. Total funding for street paving/improvements is approximately \$2,500,000 from the proceeds of the Safe Street and Safe Community Service Fee.

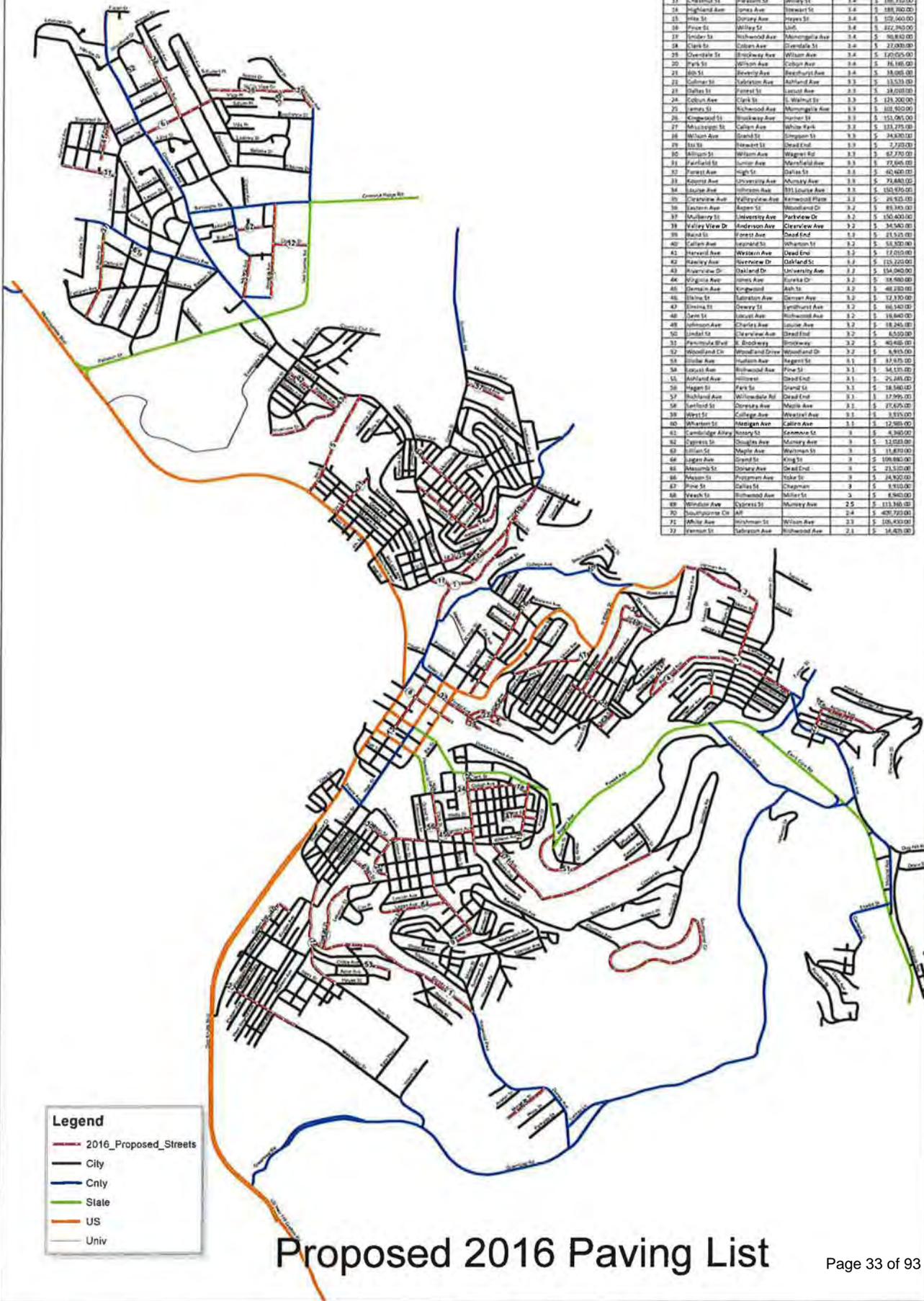
Jeff Mikorski ICMA-CM,  
Morgantown City Manager

Priority	Name	From	To	Priority Total	Anticipated Total Cost
1	Dorsey Ave	Ross St	S. High St	3.6	\$ 170,545.00
2	Darst St	Richwood Ave	Hampton Ave	3.5	\$ 87,180.00
3	Hampton Ave	Darst St	Willey St	3.5	\$ 44,860.00
4	Richwood Ave	Sabraton Ave	Vernon	3.5	\$ 121,045.00
5	8th St	University Ave	Beechurst Ave	3.5	\$ 71,155.00
6	Aspen St	Collins Ferry Rd	Anderson Ave.	3.5	\$ 91,240.00
7	Falling Run Rd	University Ave	Protzman At	3.5	\$ 100,980.00
8	Fayette St	University Ave	Dead End	3.5	\$ 92,620.00
9	Grand St	Grandview St	Maple Ave	3.5	\$ 200,825.00
10	Protzman St	Falling Run Rd	Stewart St	3.5	\$ 133,040.00
11	University Ave	College Ave	Stewart St	3.5	\$ 45,490.00
12	Christy St	Van Voohis Ave	Windsor Ave	3.5	\$ 15,695.00
13	Chestnut St	Pleasant St	Willey St	3.4	\$ 169,310.00
14	Highland Ave	Jones Ave	Stewart St	3.4	\$ 189,760.00
15	Hite St	Dorsey Ave	Hayes St	3.4	\$ 102,660.00
16	Price St	Willey St	UHS	3.4	\$ 222,740.00
17	Snider St	Richwood Ave	Monongalia Ave	3.4	\$ 96,830.00
18	Clark St	Coban Ave	Overdale St	3.4	\$ 27,000.00
19	Overdale St	Brockway Ave	Wilson Ave	3.4	\$ 120,025.00
20	Park St	Wilson Ave	Cobun Ave	3.4	\$ 76,165.00
21	6th St	Beverly Ave	Beechurst Ave	3.4	\$ 38,065.00
22	Colmar St	Sabraton Ave	Ashland Ave	3.3	\$ 13,535.00
23	Dallas St	Forest St	Locust Ave	3.3	\$ 18,010.00
24	Cobun Ave	Clark St	S. Walnut St	3.3	\$ 123,200.00
25	James St	Richwood Ave	Monongalia Ave	3.3	\$ 101,920.00
26	Kingwood St	Brockway Ave	Harner St	3.3	\$ 151,085.00
27	Mississippi St	Callen Ave	White Park	3.3	\$ 133,275.00
28	Wilson Ave	Grand St	Simpson St	3.3	\$ 74,670.00
29	1st St	Stewart St	Dead End	3.3	\$ 7,720.00
30	Allison St	Wilson Ave	Wagner Rd	3.3	\$ 67,770.00
31	Fairfield St	Junior Ave	Mansfield Ave	3.3	\$ 77,645.00
32	Forest Ave	High St	Dallas St	3.3	\$ 60,600.00
33	Koontz Ave	University Ave	Munsey Ave	3.3	\$ 73,880.00
34	Louise Ave	Johnson Ave	931 Louise Ave	3.3	\$ 150,970.00
35	Clearview Ave	Valleyview Ave	Kenwood Place		\$ 26,925.00
36	Eastern Ave	Aspen St	Woodland Dr		\$ 89,345.00
37	Mulberry St	University Ave	Parkview Dr		\$ 150,400.00
38	Valley View Dr	Anderson Ave	Clearview Ave		\$ 34,580.00
39	Baird St	Forest Ave	Dead End		\$ 21,525.00
40	Callen Ave	Leonard St	Wharton St		\$ 53,300.00
41	Harvard Ave	Western Ave	Dead End		\$ 17,010.00
42	Rawley Ave	Riverview Dr	Oakland St		\$ 115,220.00
43	Riverview Dr	Oakland Dr	University Ave		\$ 154,040.00
44	Virginia Ave	Jones Ave	Eureka Dr		\$ 38,960.00
45	Demain Ave	Kingwood	Ash St		\$ 48,230.00

46	Elkins St	Sabraton Ave	Denver Ave		\$ 12,370.00
47	Elmina St	Dewey St	Lyndhurst Ave		\$ 66,140.00
48	Gem St	Locust Ave	Richwood Ave		\$ 16,640.00
49	Johnson Ave	Charles Ave	Louise Ave		\$ 18,245.00
50	Lindel St	Clearview Ave	Dead End		\$ 6,510.00
51	Peninsula Blvd	E. Brockway	Brockway		\$ 40,465.00
52	Woodland Cir	Woodland Drive	Woodland Dr		\$ 6,935.00
53	Globe Ave	Hudson Ave	Regent St		\$ 37,975.00
54	Locust Ave	Richwood Ave	Pine St		\$ 34,135.00
55	Ashland Ave	Hillcrest	Dead End		\$ 25,245.00
56	Hagan St	Park St	Grand St		\$ 18,560.00
57	Richland Ave	Willowdale Rd	Dead End		\$ 17,995.00
58	Sanford St	Doresey Ave	Maple Ave		\$ 27,675.00
59	West St	College Ave	Weetzel Ave		\$ 3,935.00
60	Wharton St	Madigan Ave	Callen Ave		\$ 12,985.00
61	Cambridge Alley	Rotary St	Kenmore St		\$ 4,360.00
62	Cypress St	Douglas Ave	Munsey Ave		\$ 12,020.00
63	Lillian St	Maple Ave	Waitman St		\$ 11,870.00
64	Logan Ave	Grand St	King St		\$ 109,880.00
65	Macomb St	Dorsey Ave	Dead End		\$ 23,510.00
66	Mason St	Protzman Ave	Yoke St		\$ 24,920.00
67	Pine St	Dallas St	Chapman		\$ 3,910.00
68	Veach St	Richwood Ave	Miller St		\$ 8,940.00
69	Windsor Ave	Cypress St	Munsey Ave		\$ 113,365.00
70	Southpointe Cir	All			\$ 409,720.00
71	White Ave	Hirshman St	Wilson Ave		\$ 105,430.00
72	Vernon St	Sabraton Ave	Richwood Ave		\$ 14,405.00
					\$ 5,209,185.00



**Proposed 2016 Paving List**



Priority	Name	From	To	Priority Total	Total Cost
1	Henry Ave	Wing St	E High St	3.6	\$ 1,152,000.00
2	Dart St	Richwood Ave	Hampton Ave	3.3	\$ 84,000.00
3	Hampton Ave	Dart St	Wing St	3.3	\$ 44,800.00
4	Richwood Ave	Richwood Ave	Wing St	3.3	\$ 111,600.00
5	Rich St	University Ave	Dead End	3.5	\$ 11,150.00
6	Maple St	College Ave	Richwood Ave	3.5	\$ 1,942.00
7	Falling Run Rd	University Ave	Richwood Ave	3.5	\$ 100,800.00
8	Haystack St	University Ave	Dead End	3.5	\$ 83,400.00
9	Grand St	Richwood Ave	Maple Ave	3.5	\$ 200,875.00
10	Hampton St	Falling Run Rd	Hampton St	3.5	\$ 111,000.00
11	University Ave	College Ave	Hampton St	3.5	\$ 14,800.00
12	Christy St	Van Vleet Ave	Wingwood Ave	3.5	\$ 15,600.00
13	Chestnut St	Wingwood St	Wingwood St	3.4	\$ 188,110.00
14	Highland Ave	James Ave	Hampton St	3.4	\$ 188,800.00
15	Wing St	Hampton Ave	James St	3.4	\$ 127,200.00
16	Price St	Wingwood St	Richwood Ave	3.4	\$ 122,800.00
17	Timber St	Richwood Ave	Richwood Ave	3.4	\$ 80,800.00
18	Clark St	College Ave	Richwood Ave	3.4	\$ 27,000.00
29	Overdale St	Richwood Ave	Wingwood Ave	3.4	\$ 1,070,000.00
20	Park St	Hampton Ave	College Ave	3.4	\$ 18,100.00
21	Rich St	Richwood Ave	Richwood Ave	3.4	\$ 18,600.00
22	Colman St	Richwood Ave	Ashland Ave	3.3	\$ 13,530.00
23	Dallas St	Forest St	Landon Ave	3.3	\$ 18,000.00
24	Colton Ave	Clark St	E Walnut St	3.3	\$ 121,200.00
25	Wingwood St	Richwood Ave	Richwood Ave	3.3	\$ 112,500.00
26	Hammond St	Richwood Ave	Hampton St	3.3	\$ 151,000.00
27	Mississippi St	Colton Ave	White Park	3.3	\$ 133,275.00
28	Wilson Ave	Grand St	Hampton St	3.3	\$ 88,800.00
29	Rich St	Richwood St	Dead End	3.3	\$ 2,200.00
30	Wingwood St	Wingwood Ave	Wingwood Ave	3.3	\$ 27,200.00
31	Fairfield St	Junior Ave	Richwood Ave	3.3	\$ 77,600.00
32	Forest Ave	High St	Dallas St	3.3	\$ 40,400.00
33	Adopted Ave	University Ave	Adopted Ave	3.3	\$ 74,800.00
34	Maple Ave	Richwood Ave	Richwood Ave	3.3	\$ 131,900.00
35	Springwood Ave	Wingwood Ave	Richwood Ave	3.3	\$ 85,000.00
36	Eastern Ave	Adopted St	Woodland Dr	3.3	\$ 89,300.00
37	Mulberry St	University Ave	Parkview Dr	3.2	\$ 110,400.00
38	Valley View Dr	Hampton Ave	Clearview Ave	3.2	\$ 34,800.00
39	Grand St	Forest Ave	Dead End	3.2	\$ 15,500.00
40	Callan Ave	Hammond St	Wingwood St	3.2	\$ 53,800.00
41	Harwood Ave	Western Ave	Dead End	3.2	\$ 17,000.00
42	Maple Ave	Richwood Dr	Oakland St	3.2	\$ 113,200.00
43	Hammond Dr	Oakland Dr	University Ave	3.2	\$ 134,000.00
44	Wingwood Ave	James Ave	James Dr	3.2	\$ 154,800.00
45	Dennis Ave	Wingwood	Ash St	3.2	\$ 48,100.00
46	Wing St	Richwood Ave	Dennis Ave	3.2	\$ 12,170.00
47	Wingwood St	Owney St	Richwood Ave	3.2	\$ 66,140.00
48	Wingwood St	Richwood Ave	Richwood Ave	3.2	\$ 18,800.00
49	Wingwood Ave	Charles Ave	Lucine Ave	3.2	\$ 18,240.00
50	Landon St	Richwood Ave	Dead End	3.2	\$ 6,000.00
51	Wingwood Blvd	Richwood Ave	Richwood Ave	3.2	\$ 80,400.00
52	Wingwood Dr	Wingwood Ave	Wingwood Dr	3.2	\$ 8,900.00
53	Wingwood Ave	Richwood Ave	Richwood Ave	3.2	\$ 14,900.00
54	Wingwood Ave	Richwood Ave	Richwood Ave	3.2	\$ 54,100.00
55	Wingwood Ave	Richwood Ave	Richwood Ave	3.1	\$ 26,100.00
56	Hagan St	Park St	Grand St	3.1	\$ 18,940.00
57	Wingwood Ave	Wingwood Ave	Dead End	3.1	\$ 17,700.00
58	Wingwood St	Wingwood Ave	Maple Ave	3.1	\$ 74,000.00
59	Wing St	College Ave	Wingwood Ave	3.1	\$ 3,970.00
60	Wingwood St	Wingwood Ave	Wingwood Ave	3.1	\$ 12,980.00
61	Wingwood Alley	Wingwood St	Wingwood St	3.1	\$ 3,300.00
62	Wingwood St	Wingwood Ave	Wingwood Ave	3.1	\$ 11,000.00
63	Wingwood St	Wingwood Ave	Wingwood Ave	3.1	\$ 11,870.00
64	Wingwood St	Wingwood Ave	Wingwood Ave	3.1	\$ 108,880.00
65	Wingwood St	Wingwood Ave	Wingwood Ave	3.1	\$ 27,500.00
66	Wingwood St	Wingwood Ave	Wingwood Ave	3.1	\$ 8,820.00
67	Wingwood St	Wingwood Ave	Wingwood Ave	3.1	\$ 1,900.00
68	Wingwood St	Wingwood Ave	Wingwood Ave	3.1	\$ 6,940.00
69	Wingwood Ave	Wingwood St	Wingwood Ave	2.5	\$ 113,160.00
70	Wingwood Ave	Wingwood St	Wingwood Ave	2.4	\$ 407,720.00
71	Wingwood Ave	Wingwood St	Wingwood Ave	2.3	\$ 10,400.00
72	Wingwood St	Wingwood Ave	Wingwood Ave	2.3	\$ 14,400.00

# Proposed 2016 Paving List

**SPECIAL MEETING March 29, 2016:**

The Special Meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, March 29, 2016 at 6:00 pm.

**PRESENT:** Mayor Marti Shamberger, Deputy Mayor Bill Kawecki and Council Members, Wes Nugent, Jenny Selin, Jay Redmond, Nancy Ganz and City Clerk Linda Tucker were present. (Ron Bane Absent)

The meeting was called to order by Mayor Shamberger.

**CORRESPONDENCE:** Mayor Shamberger presented a proclamation (**Exhibit A**) for Vietnam Veterans Day as the Veterans stood up to accept pins by DAR representatives for their service and sacrifice during the Vietnam War.

**INTERVIEWS TO FILL FIVE VACANCIES ON THE MORGANTOWN FIRE CODE APPEALS BOARD:**

Council Members were informed that candidates should be interviewed in each category to serve as a member on this board per State Code:

Questions were posed to the following candidates from Council:

Patrick Esposito – Professional Engineers

Mark Lambert – Fire Department Operations candidate could not attend and will be interviewed on April 5, 2016. (**Exhibit B**)

Mike Wolfe – General Public

**EXECUTIVE SESSION:** Pursuant to WV State Code Section 6-9A-4(b) (2) (A) motion by Selin, second by Ganz, to go into executive session in order to discuss personnel matters. Present: Council. Time: 6:30 pm

**ADJOURNMENT:**

There being no further business, Council adjourned the Special Meeting at 6:45 pm.

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

\_\_\_\_\_  
Mayor

\*A COMPREHENSIVE DVD IS AVAILABLE OF ALL COUNCIL MEETINGS ON DVD AT THE MORGANTOWN CITY LIBRARY.\*



# The City of Morgantown

Exhibit A

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

Office of the Mayor

## Proclamation

Whereas, the United States of America Vietnam War Commemoration gives us the opportunity for all Americans recognize, honor and thank our Vietnam Veterans and their families for their service and sacrifices during the Vietnam War from November 1, 1955 – May 15, 1975; and

Whereas, more than 9,000 organizations across America, including the Elizabeth Ludington Hagans/Colonel John Evans, Colonel Zackquill Morgan, and Woodburn Chapters of the West Virginia State Society, National Society Daughters of the American Revolution, have joined with the Department of Defense as Commemorative Partners to honor our Nation's Vietnam Veterans; and

Whereas, this commemoration honors the nine million Americans, approximately 7 million living today, who served in the U.S. Armed Forces during this period, and makes no distinction between those who served in-country, in-theater, or were stationed elsewhere during those 20 years – all answered the call of duty; and

Whereas, March 29, 1973, was the last day that U.S. troops were on the ground in Vietnam; and

Whereas, U.S. Department of Veteran's Affairs Secretary Robert A. McDonald has designated March 29, 2016, as a day to honor those who have "borne the battle", and to extend gratitude and appreciation to them and their families; and

Now therefore, I, Marti Shamberger, Mayor of the City of Morgantown, West Virginia do hereby proclaim March 29, 2016 as

## Welcome Home Vietnam Veteran's Day

In Witness Whereof, I hereunto set my hand this 29<sup>th</sup> day of March, in the year of the Lord two thousand sixteen.

Seal:



*Marti Shamberger*  
Marti Shamberger, Mayor

**Linda Tucker**

---

**From:** Ken Tennant  
**Sent:** Tuesday, March 29, 2016 5:14 PM  
**To:** Linda Tucker  
**Subject:** Mark Lambert

Linda,

Mark Lambert called and said he can't make the meeting tonight. Thanks

Ken

Sent from my iPhone using 31-meter shortwave

**COMMITTEE OF THE WHOLE MEETING March 29, 2016:**

The Committee of the Whole meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, March 29, 2016 at 7:00 p.m.

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

Deputy Mayor Kawecki called the meeting to order.

**PRESENTATIONS:**

**1. Community Development Block Grant:**

Dave Bott, Community Development Coordinator Administrator, presented to Council the Community Development Block Grant Draft 2016 Annual Action Plan.

City Council asked questions. No action was taken.

**2. Republic Services:**

City Manager Jeff Mikorski reported that John Connerton, New Manager of Republic Services called him at 5:30 pm stating due to illness he was unable to attend meeting. Mr. Mikorski stated that he is going to have Mr. Connerton on the agenda for the April 5<sup>th</sup>, 2016 Regular Meeting.

**3. Transit Authority:**

David Bruffy, Transit Authority Directory, went over the needs of local residents, how the Transit Authority provides high quality service and helps the economy. He stated if the levy fails many routes will be out which will affect family's needs to survive; for seniors and disabled lose transportation to health care and transit won't be able to replace old buses with new to meet transportation needs. **(Exhibit A)**

City Council asked questions. No action was taken.

**4. Proposed TIF District-Housing Authority:**

John Marty's, Executive Director of the Fairmont/Morgantown Housing Authority, presented to Council the creation of a TIF district in the 3<sup>rd</sup> ward off Liberty Street along Braddock Street. Marty's stated that the TIF will be used solely for support of two projects, an independent living facility for seniors and a family scholar house complex. **(Exhibit B)**

City Council asked questions.

Jeff Mikorski said he would bring additional information to Council in a future meeting for discussion.

No action was taken.

**PUBLIC PORTION:**

Deputy Mayor Kawecki asked if there was anyone else to speak during the Public Portion.

Cayla Nolder, HSUS Intern, presented a proposed tethering Ordinance to regulate and manage dogs and cats and prevent cruelty per State Code. **(Exhibit C)**

City Council asked questions. No action was taken.

There being no other presenters, Deputy Mayor Kawecki closed the public portion.

**ITEMS FOR DISCUSSION:**

**1. Proposed TIF District:**

Deputy Mayor Kawecki asked if Council wanted to move this item to the Regular Agenda.

City Manager Jeff Mikorski stated that proposed TIF district will be brought back to Council with additional informational at a future meeting. After discussion, consensus for City Manager to move forward with TIF information.

**2. Boards and Commissions:**

Deputy Mayor Kawecki requested Council's ideas of appointing Boards and Commissions:

After discussion, Council by consensus suggested development of a Special Committee to look at the Boards and Commissions.

Council referred the item to Regular Agenda by consensus.

**3. Stewart Street Urban Landscaping project:**

Deputy Mayor Kawecki requested that City Manager, Jeff Mikorski, explain the project.

City Manager, Jeff Mikorski, explained the project and the vision to beautify the area. **(Exhibit D)**

City Council asked questions. City Manager, Jeff Mikorski noted that he wanted Council to be aware of this project and that the City will be moving forward on this soon. He stated that once there is a design there would be a full presentation to Council. No action was taken.

Council adjourned the Committee of the Whole meeting at 9:15 pm

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

\_\_\_\_\_  
Mayor

\*A COMPREHENSIVE DVD IS AVAILABLE OF ALL COUNCIL MEETINGS ON DVD AT THE MORGANTOWN CITY LIBRARY.\*

## ***First, Vote For Mountain Line – It's Critical***

### **Mountain Line Meets the Critical Needs of Local Residents**

- Local residents use Mountain Line to make over 1,000,000 trips a year to jobs, stores, healthcare appointments and schools throughout our communities.
- Ridership is growing by 20% per year and has grown by over 353% since 1996, yet we've had no increase in funding since 2008.
- Mountain Line has the second most riders of all West Virginia transit systems, but ranks near the bottom in local funding – so the local and federal funding cuts really hurt.
- We face huge and immediate local and federal cuts. The levy is needed to keep services for thousands of working families, employers, seniors, students and citizens with disabilities.

### **Mountain Line Provides High Quality Service**

- Thousands of riders rely on Mountain Line for high-quality, dependable service. Its routes go where people need and with levy funding, we can keep and improve these essential services.
- With the levy, Mountain Line can add to high-demand schedules, and provide transportation to growing job and population centers. Without it, that's impossible.
- With the levy, Mountain Line can maintain and replace vehicles and keep buses operating properly. Without the levy, it can't keep up.

### **Mountain Line Helps Our Economy**

- Major employers like WVU, healthcare providers, restaurants, retail and many other businesses need Mountain Line to transport workers and customers.
- The levy will allow Mountain Line to add new routes to destinations like Mylan Park, linking thousands of area residents to new jobs and newly developing areas.
- National studies show that every \$1 invested in transit returns \$4 dollars to the local economy.

### **Every Vote for Mountain Line Protects Our Communities**

- If the levy fails, more than 6,000 service hours and many routes will be cut, severely reducing the transit system many workers and families need to survive.
- If the levy fails, many seniors and people with disabilities lose their transportation to health care.
- If they levy fails, Mountain Line won't be able to replace old, inefficient buses or expand the system to meet community transportation needs.

**Mountain Line is the 1<sup>st</sup> levy on the May 10 ballot.  
Please vote for Mountain Line! For our Community – It's Critical.**

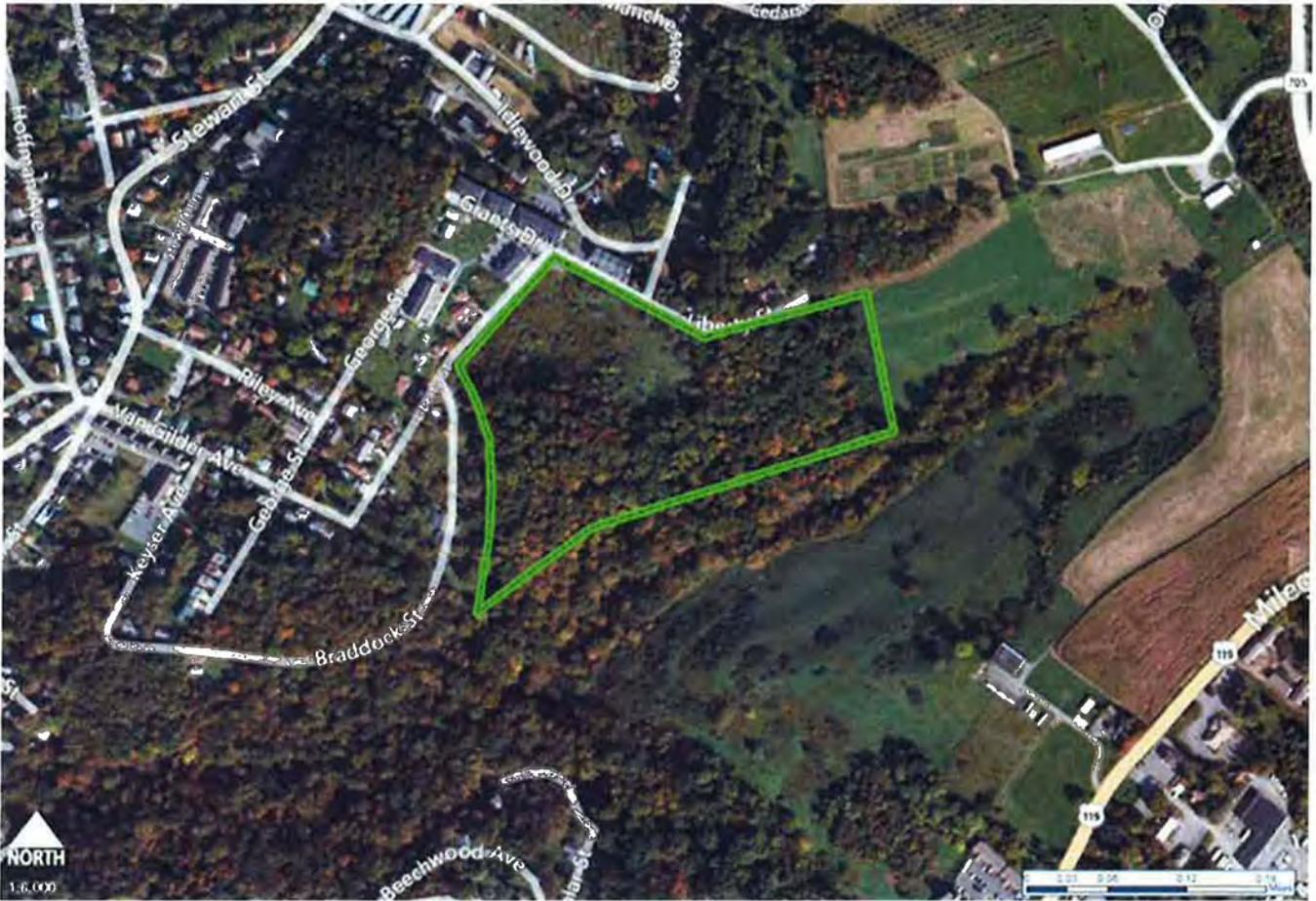
## THE PROJECT DESCRIPTION

The Fairmont-Morgantown Housing Authority is proposing to develop an affordable active adult retirement community on a vacant 20 acre parcel owned by the Housing Authority in the city's 3<sup>rd</sup> ward. The project site is located off Liberty Street and runs along Braddock Street to the west. The project will be an independent living facility for persons 55 and older at or below 150% of the area median income (moderate income) that will consist of 150+/- rental/ownership units, approximately 40 assisted living units and approximately 10 memory care units. Key elements of the development shall include modern architectural design standards that are consistent with FMHA Morgantown Homecoming concepts; accessibility, high energy efficiency to Energy Star standards, outdoor green and recreational space to be linked with WVU green space, on-site community space with amenity package, social, recreational and educational opportunities linked with WVU and other area institutions/businesses, and other such elements that are indicative to the latest and most desirable in retirement living. The development will also include a wide scope of amenities that may include fee based housing keeping, interior and exterior recreational facilities, shops, multi-purpose rooms/facility, social and educational facilities, and other amenities common to an attractive Class A retirement community. The project will offer a continuum of care model that will include an assisted living and a memory unit. This model will provide residents care options that prevent institutionalization and promote the maximum level of quality of life. The project costs for the retirement village are estimated to be between \$50 and \$60 million dollars.

Adjacent to the retirement community is planned a Family Scholar House Complex. Family Scholar House is a 40 to 48 two and three bedroom unit apartment complex that provides residential living to persons with children who are, or wish to attend higher education. The facility and program would provide the necessary support elements to assist the family through graduation such as off-site day care, transportation, tutoring/mentoring and other services to enhance educational success. Not considered "student housing" the Family Scholar House model boasts a 90% graduation rate and near 100% job placement. Compared to the typical university graduation rate of 40%, Family Scholar House has been honored as one of the best models in higher education in the country. The program has graduated many attorneys and medical professionals. About 40% of graduates enter the health care industry. The estimated cost of the scholar house project is approximately \$3.5 to \$4 million dollars.

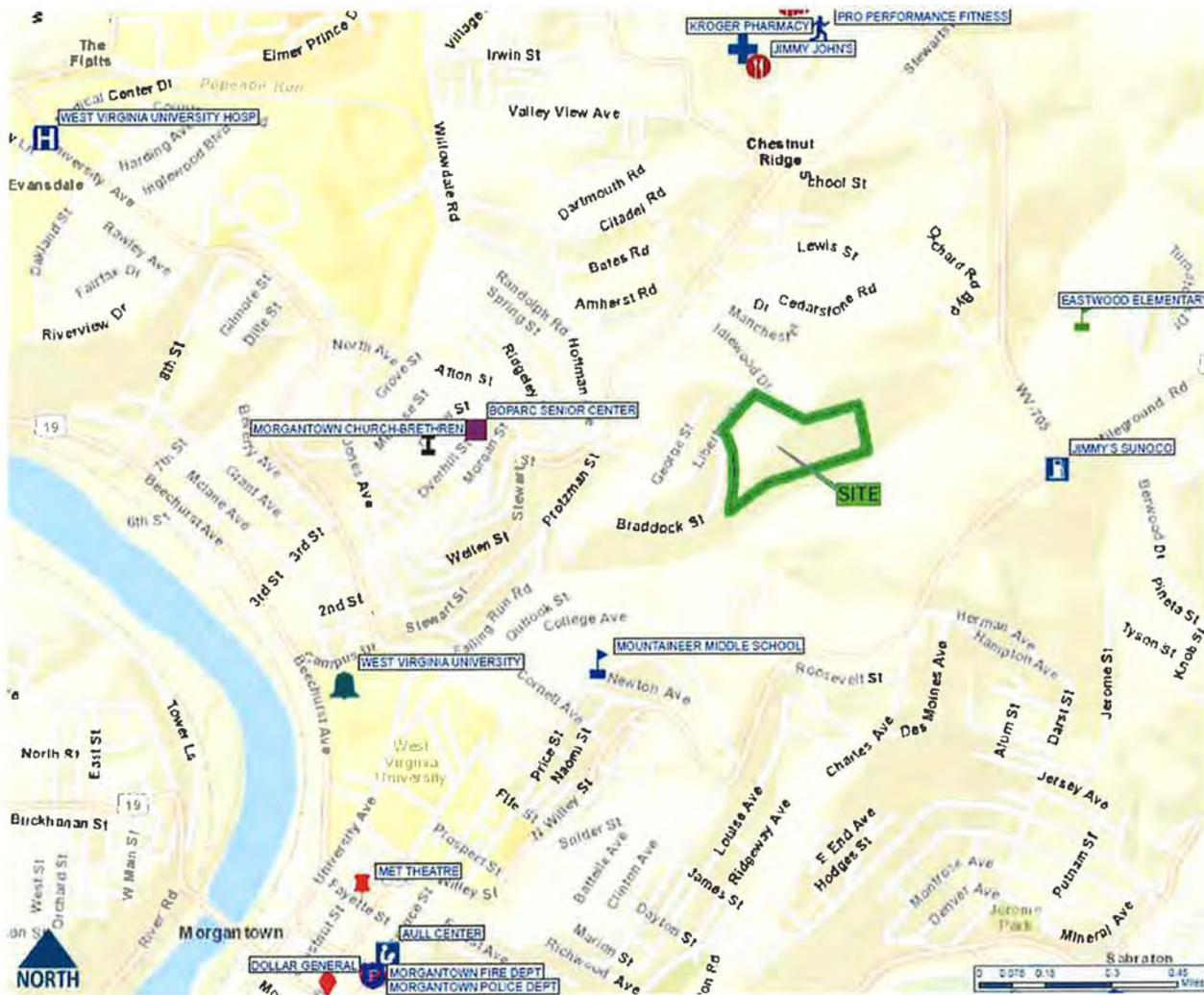
The placement of both retirement village and Family Scholar House on the proposed site will create a unique but growing market of inter-generational housing. Intergenerational living is an innovative concept based upon the idea that the blending of families, students, and seniors in social living activities builds a community that enhances our understanding of one another. Intergenerational communities provide a congenial environment for those who wish to connect and share with other generations on a daily basis and seniors remain integrated into society and are able to continue to contribute in meaningful ways. By maintaining independence and their own decision-making, seniors enjoy improved physical and mental health. The benefits of this model is that loneliness among seniors is prevented, families can draw on different generations for child support, people without relatives living in the same city or country can draw on the support of surrogate grandparents, aunts, uncles etc., the children of

solo parents or one-child families can benefit from a wider sense of family and the willingness to cooperate means that people choose to live alongside those who share the values of caring, support and respect for others.



Proximity to WVU organic farm property.





Project location



Possible project concept.

# Proposed Upper Falling Run

## Fact Sheet

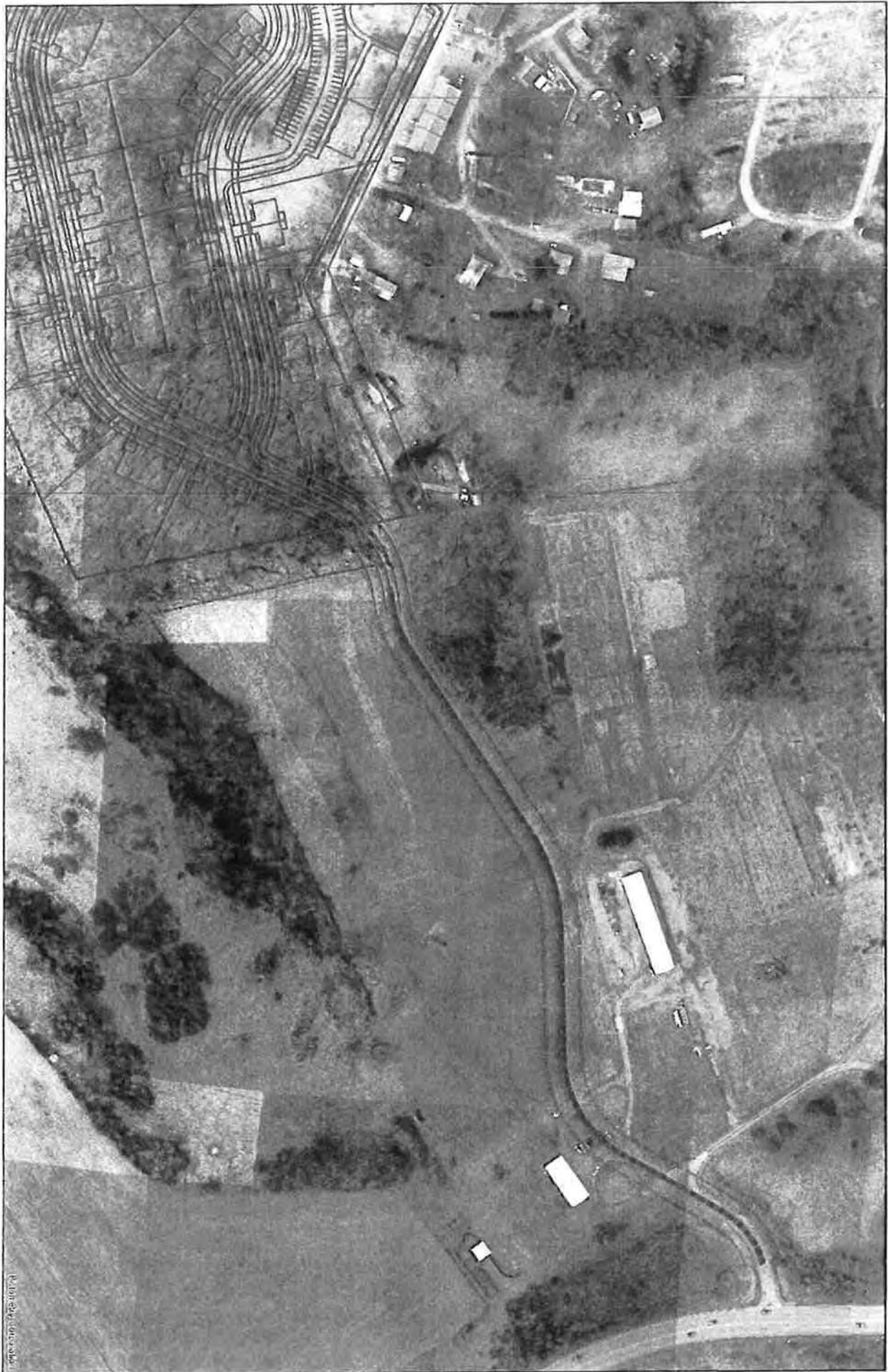
- FMHA is proposing a wonderful opportunity for the residents of Morgantown.
- FMHA is proposing the development of an affordable active adult retirement community for moderate income (household of two < \$85,000 per year) persons 55 and older.
- The development will include 160 units one, two, and three, bedroom apartments base prices ranging from \$750 to \$1650 per month based on package.
- Unit sizes 1Br 800 sf to 3 Br at 1500 sf.
- Unit mix; 1BR den 1- 1.5BA; 2BR den 1.5-2BA; 3BR den 2-2.5BA.
- Apartments will include universal design, modern appliances, solid surface kitchens, cable/Wi-Fi, washer/dryer, balcony/deck/porch, covered parking, carpet/laminate flooring, large walk-in closets.
- Congregate care services will be provided on a purchase of service basis which will include a meal program, laundry and housekeeping services.
- 48 assisted living and 16 memory care units
- There are proposed four buildings and a 10,000 sf club house/recreational facility.
- Community facilities may include;
  - Walking trails
  - Restaurant-Style Dining
  - Café
  - Private dining rooms
  - Beauty Salon / Barber Services
  - Activity center
  - Fitness center
  - Wellness center
  - Wellness programs
  - Wireless Internet
  - Computer with internet access
  - Complimentary laundry facility on-site
  - Housekeeping
  - Mail and Newspaper Service
  - Pets Permitted
  - Pharmaceutical delivery service
  - Smoke free environment
  - Comfortable common and lounge areas to gather with friends and family
  - Beautiful Garden(s) / Courtyard(s)
  - Private balcony/ porch / patio

- Facility will employ high quality design standards
- Built to energy star standards
- Recreational and life-long educational opportunities linked to WVU and other community resources
- Medical Services
- Public transportation

**TIF funds are necessary to make the project feasible** and to support project infrastructure requirements that cannot be supported by the project due to the desire to maintain moderate rents and project costs. TIF funds will support;

- Entry road development
- Secondary street (Liberty/Van Guilder) improvement
- Utility extensions

Total estimated project costs are \$50 to \$60 million dollars.



**Morgantown WV: Proposed Tethering Ordinance**  
***Restricted Tethering with Shelter Definition and Tiered Penalties***

**Authority:** Authority to regulate and manage dogs and cats WV Code Chapter 19-20-6; Authority to prevent cruelty to animals, impose penalties for violations Chapter 7-1-14.

**Purpose:** To provide for proper restraint, shelter, protection and care for dogs.

**Section 1, Permanent Restraint Requirements**

- a. It shall be unlawful for any person to tether, fasten, chain, tie, or cause a dog to be fastened, chained, tied or restrained to any stationary or inanimate object by means of a rope, chain, strap or other physical restraint:
  - (1) between the hours of 10 p.m. and 6 a.m.;
  - (2) without adequate shelter and water as defined in Section 2 of this Ordinance
  - (2) in the case of extreme weather conditions, including conditions in which:
    - i. the actual or effective outdoor temperature is below 32 degrees Fahrenheit;
    - ii. a weather watch or advisory has been issued by a local or state authority or the National Weather Service
- b. The dog must be tethered by a properly fitted non-choke collar or a body harness, which is free from entanglement. The tether must be no less than 8 ft. in length.
- c. The tether shall have swivels at both ends and all areas of confinement shall be maintained as to provide a safe and healthy environment for the dog.
- d. Individuals who do not comply are subject to penalties stipulated in Section 3 of this Ordinance.

**Section 2, Shelter and Permanent Outdoor Enclosure Requirements**

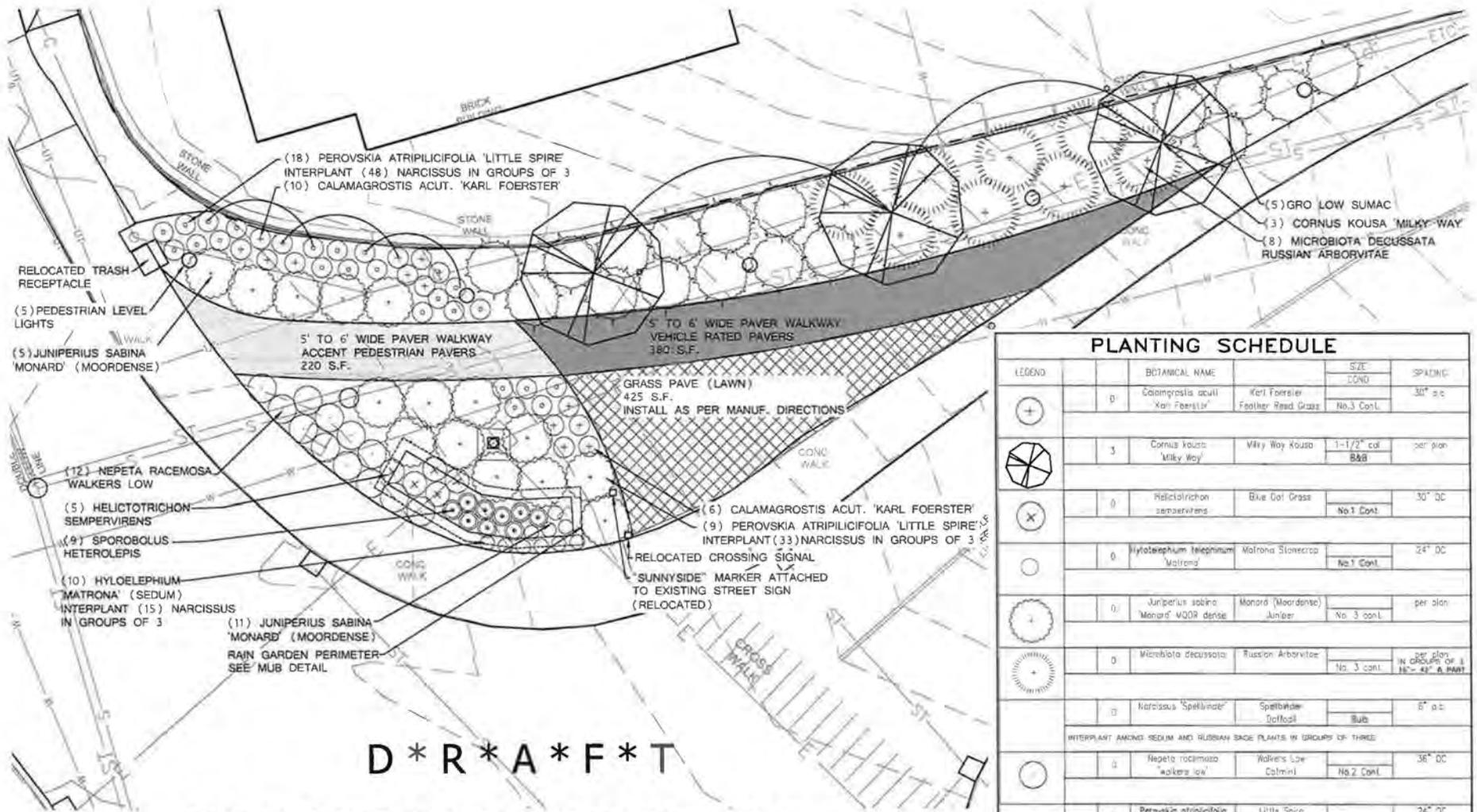
- a. A Permanent Outdoor Enclosure shall be defined as any enclosure used for the purpose of confinement.
- b. Proper shelter, including protection from the weather and elements, shall be provided at all times. The shelter for a dog shall have a weatherproof roof (defined as having no gaps,) enclosed sides, a doorway, and a solid floor. No interior surfaces shall be metal, except for roof. The shelter shall have an entryway that the dog can easily enter and be sufficient in size for a dog to stand, turn around, lie down, and exit in a natural manner. The shelter shall have adequate ventilation and protection from temperature extremes at all times.
- c. Bedding, such as wood shavings, straw or other material shall be provided in sufficient quantity for insulation. Bedding shall be kept dry.
- d. Shade, separate from the proper shelter, either natural or manmade, shall be available at all times to a tethered dog or a dog confined to a permanent outdoor enclosure.

**Section 3. Enforcement; Penalties for Violation**

**(a) Enforcement**

- 1) First offense: Any humane officer or law enforcement officer who determines an animal is being kept in violation of any section of this ordinance shall issue a warning to the owner or guardian of the animal or property owner on which the violation is present. The owner or guardian will be given a reasonable amount of time to correct the violation, not to exceed 72 hours.
- 2) Second Offense: If, after receiving a warning, the animal continues to show evidence of cruelty or inhumane treatment as set forth in this ordinance, the owner or guardian of the animal shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than three hundred nor more than two thousand dollars.
- 3) Additional Offense(s): For each subsequent offense, the owner shall be punishable by a fine of not less than three hundred nor more than two thousand dollars. In addition, any humane officer or law enforcement officer may, on or after the third offense, take into custody, upon either private or public property, an animal which clearly shows evidence of cruel or inhumane treatment as set forth in this ordinance.

**(b)** In addition to the fines and penalties imposed by this section, any defendant convicted of a violation under this ordinance shall pay the Monongalia County Canine Adoption Center or other animal care provider, as a penalty, all reasonable expenses incurred for the care, treatment, and boarding of any animal taken into custody pursuant to this ordinance



D \* R \* A \* F \* T

# UNIVERSITY AND STEWART STREET GREENSPACE

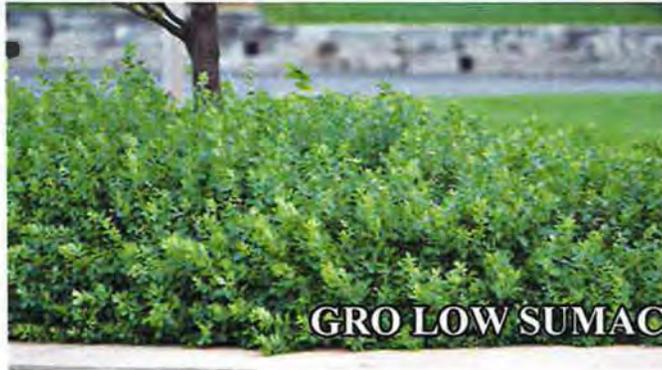
WALLACE PANCHER GROUP  
2-29-16

## PLANTING SCHEDULE

LEGEND	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
			COND	
(+)	Calamagrostis acut 'Karl Foerster'	Karl Foerster Feather Reed Grass	No. 3 Cont.	30" o.c.
(*)	Cornus kousa 'Milky Way'	Milky Way Kousa	1-1/2" cal B&B	per plan
(x)	Helictotrichon sempervirens	Blue Cat Grass	No. 1 Cont.	30" OC
(o)	Hyloelephium telephium 'Matrona'	Matrona Stonecrop	No. 1 Cont.	24" OC
(*)	Juniperus sabina 'Monard' MOOR dense	Monard Juniper	No. 3 cont.	per plan
(*)	Microbiota decussata	Russian Arborvitae	No. 3 cont.	per plan IN GROUPS OF 3 18" - 42" B. INT.
(o)	Narcissus 'Spellbinder'	Spellbinder Daffodil	Sub	8" o.c.
INTERPLANT AMONG SEDUM AND RUSSIAN SAGE PLANTS IN GROUPS OF THREE				
(o)	Nepeta racemosa 'walkers low'	Walkers Low Catmint	No. 2 Cont.	36" OC
(o)	Perovskia atriplicifolia 'Little spire'	Little Spire Russian Sage	No. 2 Cont.	24" OC
(o)	Rhus aromatica 'Gro Low'	Gro Low Sumac	No. 3 cont.	5'-0" o.c.
(o)	Sporobolus heterolepis	Frame Dresser	No. 2 cont.	8'-0" o.c.



**BEARBERRY**



**GRO LOW SUMAC**



**LITTLE SPIRE  
RUSSIAN SAGE**



**MOOR DENSE  
JUNIPER**



**KARL FOERSTER  
GRASS**



**PRAIRIE DROPSEED**

- SITE CONDITIONS**
- POOR COMPACTED SOILS
  - FULL SUN
  - URBAN CONDITIONS
  - ROCK SALT
  - HEIGHT RESTRICTIONS



**RUSSIAN ARB/ CYPRESS**



**CATMINT**



**BLUE OAT  
GRASS**



**MILKY WAY KOUSSA  
DOGWOOD**

**UNIVERSITY & STEWART  
STREET GREENSPACE**



## Boards & Commissions Available Positions

<b>Board/Commission</b>	<b>Vacancy/Term</b>	<b>Name of Applicants</b>	<b>Res./Non Res.</b>	<b>Ward</b>	<b>Code Sec.</b>	<b>Other</b>
Board of Zoning Appeals	1	<b>Attached</b>	Resident		1389	Special Meeting
Fire Code Board Appeals	5	<b>Attached</b>	Resident		1511	Appt 4/5/16
Historic Landmarks	1	<b>Attached</b>	Resident		167	Appt 4/5/16
ICC Board of Appeals	2	<b>Attached</b>	Resident		111.2	Appt 4/5/16
Metropolitan Theatre	7	<b>Attached</b>	Residents		156	Chair notify Clrk
Morgantown Housing	1	<b>Attached</b>	Res/Real Estate		160.03	Appt 4/5/16
Sister Cities	1		Resident		172.02	Advertise
Traffic Commission	2		Resident	1&5	151	Advertise
<b>Urban Landscape will be updated 1st of the year, per Marchetta Maupin. (Code Sec.163)</b>						

Planning Commission has vacancy and City Manager will provide name to fill position.(Code 145)

Traffic Commission First Ward Candidate wants to interview for BZA.

*\*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.*

3/30/2016

Request Details

# Request #31408 : Volunteer to be a member of a Board or Commission

<p><b>Are you a Morgantown resident?</b> Yes</p> <p><b>If Yes, how many years have you lived in the City of Morgantown?</b> 10</p> <p><b>In which City Ward do you reside?</b> Sixth</p> <p><b>On which Board, Commission, or Authority are you interested in being a volunteer?</b> Board of Park and Recreation Commissioners (BOPARC); Board of Zoning Appeals; Historic Landmarks Commission; Housing Advisory Commission; Human Rights Commission; Library Board; Metropolitan Theater Commission; Museum Commission; Parking Authority; Personnel Board; Sister Cities Commission; Urban Landscape Commission</p> <p><b>Who is your current employer (if retired, answer "retired")?</b> Self Employed, Work at Home Parent</p> <p><b>What type of business are you, or were you, employed in?</b> I was previously in Student Affairs Administration (Housing) at WVU. I have been home with my children for 24 months.</p> <p><b>Do you have professional certifications or licenses?</b></p> <p><b>Do you have any pertinent special interests?</b> I am interested in transient citizen (namely students) investment and involvement in neighborhoods, promoting accessible and inviting events and attractions in our downtown area, keeping neighborhoods safe for children to play on foot and creating programs and places for families to participate in and visit in our local neighborhoods, and finally, in promoting a progressive and inclusive community in Morgantown.</p>	<p>Status Completed</p> <p>Priority Normal</p> <p>Received 3/19/2016 at 2:44 PM</p> <p>Source of Request Anon Online by Anonymous</p> <p>Assigned To: Heather Carl</p> <p>Associated To: Anonymous</p> <p>Est. Completion 3/24/2016</p> <p>Actual Completion 3/22/2016</p> <p><input type="button" value="Reactivate"/> <input type="button" value="Print"/></p>
	<p><b>Citizen Information</b></p> <p>Victoria Crowder 540 elmina st morgantown, WV 26501 3049069704 vcrowder1@gmail.com</p> <p><b>Preferred Response Method:</b> E-Mail</p>
	<p><b>Communication</b></p> <p>Select Communication Template Standard <input type="button" value="v"/></p> <p><input type="button" value="Print Letter"/></p> <p><a href="#">View Email Text</a></p>
<p><b>Staff Activities</b></p> <p><a href="#">Add New</a> <a href="#">Sort</a></p> <p>The status of the request was changed from Active to Completed. by Heather Carl on 3/22/2016 at 11:02 AM</p>	
<p><b>Public Activities</b></p> <p><a href="#">Add New</a> <a href="#">Sort</a></p> <p>Request was successfully submitted. by Cartegraph Support on 3/19/2016 at 2:44 PM</p>	

Request Details

# Request #31398 : Volunteer to be a member of a Board or Commission

<p>Are you a Morgantown resident? Yes</p> <p>If Yes, how many years have you lived in the City of Morgantown? 13 years</p> <p>In which City Ward do you reside? First</p> <p>On which Board, Commission, or Authority are you interested in being a volunteer? <u>Board of Zoning Appeals</u> Traffic Commission</p> <p>Who is your current employer (If retired, answer "retired")? Self Employed</p> <p>What type of business are you, or were you, employed in? Real Estate Professional</p> <p>Do you have professional certifications or licenses? No</p> <p>Do you have any pertinent special interests? Yes, to ensure that Morgantown remains a desirable place to live for both permanent and transient residents.</p>	<p>Status Completed</p> <p>Priority Normal</p> <p>Received 3/12/2016 at 1:12 PM</p> <p>Source of Request Anon Online by Anonymous</p> <p>Assigned To: Heather Carl</p> <p>Associated To: Anonymous</p> <p>Est. Completion 3/17/2016</p> <p>Actual Completion 3/14/2016</p> <p><input type="button" value="Reactivate"/> <input type="button" value="Print"/></p>
<p><b>Staff Activities</b></p> <p><a href="#">Add New</a> <a href="#">Sort</a></p> <p>The status of the request was changed from Active to Completed. by <a href="#">Heather Carl</a> on 3/14/2016 at 9:44 AM</p>	<p><b>Citizen Information</b></p> <p>Colin Wattleworth 206 Waitman St Morgantown, WV 26501 (304) 685-7835 cwattlew@yahoo.com</p> <p><b>Preferred Response Method:</b> E-Mail</p>
<p><b>Public Activities</b></p> <p><a href="#">Add New</a> <a href="#">Sort</a></p> <p>Request was successfully submitted. by <a href="#">Cartegraph Support</a> on 3/12/2016 at 1:12 PM</p>	<p><b>Communication</b></p> <p>Select Communication Template</p> <p><input type="text" value="Standard"/> <input type="button" value="v"/></p> <p><input type="button" value="Print Letter"/></p> <p><a href="#">View Email Text</a></p>
<p><b>Attachments</b></p> <p><a href="#">Add New</a></p>	

**Morgantown**

**Request ID:** 31398

**Request Form:** Volunteer to be a member of a Board or Commission  
**Received:** Saturday, March 12, 2016  
**Status:** Completed  
**Priority:** Normal  
**Assigned To:** Heather Carl

**Contact Details**

**From:** Colin Wattleworth  
**Email:** cwattlew@yahoo.com  
**Telephone:** (304) 685-7835  
**Address1:** 206 Waitman St  
**Address2:**

**City:** Morgantown

**State:** WV

**Zip Code:**  
26501

**Pref. Method of Response:** E-Mail

**Request Address**

**Number:**

**Direction:**

**Street:**

**Type:**

**Apt:**

**City:**

**State:**

**Zip Code:**

**Questions and Answers**

**Are you a Morgantown resident?:**  
Yes

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

**In which City Ward do you reside?:**  
First

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

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

**What type of business are you, or were you, employed in?:**  
Real Estate Professional

**Do you have professional certifications or licenses?:**  
No

**Do you have any pertinent special interests?:**

**Yes, to ensure that Morgantown remains a desirable place to live for both permanent and transient residents.**

**Staff Activities**

The status of the request was changed from Active to Completed. on 3/14/2016 at 9:44 AM

**Public Activities**

Request was successfully submitted. by Cartegraph Support on 3/12/2016 at 1:12 PM

## Linda Tucker

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**From:** Amy Fairman  
**Sent:** Tuesday, March 22, 2016 3:16 PM  
**To:** Linda Tucker  
**Subject:** RE: Terms for Barry and Jim

Linda

I have spoken with Jim and Barry. They are both happy to continue on the board

Thank you

Amy

**From:** Linda Tucker  
**Sent:** Tuesday, March 22, 2016 2:09 PM  
**To:** Amy Fairman <[afairman@morgantownwv.gov](mailto:afairman@morgantownwv.gov)>  
**Subject:** Terms for Barry and Jim

Amy, Jim Pompili and Barry Dickson term expires on 4/30/2016. Could you ask them if they wish to consider to serve again☺

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

## Application to Serve on City Boards and Commissions

THE CITY OF MORGANTOWN HAS NUMEROUS COMMITTEES, BOARDS, AND COMMISSIONS COMPRISED OF CITIZENS WHO GIVE OF THEIR TIME IN VERY IMPORTANT CAPACITIES. STATE LAWS PRESCRIBE THAT SOME OF THOSE BODIES RETAIN MEMBERS WHO HAVE CERTAIN EXPERIENCE, EDUCATION OR PROFESSIONAL CERTIFICATIONS. WE ASK THAT YOU PROVIDE THE FOLLOWING BASIC INFORMATION SO WE MAY EVALUATE PROSPECTIVE APPOINTEES' QUALIFICATIONS IN AN EXPEDIENT MANNER. A RESUME OR OTHER PERTINENT INFORMATION MAY BE SUBMITTED ALONG WITH THIS FORM.

MR/MS: Patrick R. Esposito WORK/CELL PHONE: 304.599.1384  
Ph.D., P.E.

ADDRESS: 1257 Fairlawn Ave HOME PHONE: 304-599-5073

Morgantown WV ZIP: 26505

EMAIL ADDRESS: pesposito@whitmanaugusta.com

CITY RESIDENT? YES  NO  YEARS OF CITY RESIDENCY 45 WARD 4th

WHO IS YOUR EMPLOYER? (If Retired, Answer "Retired"): Whitman Augusta

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN? Technology Development

JOB TITLE or JOB DESCRIPTION: President

PROFESSIONAL CERTIFICATIONS/LICENSES: Professional Engineer

SPECIAL INTERESTS: \_\_\_\_\_

PLEASE CHECK THE COMMISSIONS YOU ARE INTERESTED IN SERVING:

- |   |   |
|---|---|
| <input type="checkbox"/> BOCA BOARD OF APPEALS                  | <input type="checkbox"/> MUSEUM COMMISSION          |
| <input type="checkbox"/> BOARD OF PARKS AND RECREATION          | <input type="checkbox"/> PARKING AUTHORITY          |
| <input type="checkbox"/> BOARD OF ZONING APPEALS                | <input type="checkbox"/> PERSONNEL BOARD            |
| <input type="checkbox"/> BUILDING COMMISSION                    | <input type="checkbox"/> PLANNING COMMISSION        |
| <input type="checkbox"/> FIRE CIVIL SERVICE                     | <input type="checkbox"/> POLICE CIVIL SERVICE       |
| <input type="checkbox"/> HISTORIC LANDMARKS                     | <input type="checkbox"/> SISTER CITIES COMMISSION   |
| <input type="checkbox"/> HUMAN RIGHTS                           | <input type="checkbox"/> TRAFFIC COMMISSION         |
| <input type="checkbox"/> LIBRARY BOARD                          | <input type="checkbox"/> TRANSIT AUTHORITY          |
| <input type="checkbox"/> MET BOARD                              | <input type="checkbox"/> TREE BOARD                 |
| <input type="checkbox"/> MORGANTOWN HOUSING ADVISORY COMMISSION | <input type="checkbox"/> URBAN LANDSCAPE COMMISSION |
| <input type="checkbox"/> MORGANTOWN UTILITY BOARD               | <input type="checkbox"/> WARD & BOUNDARY            |
| <input checked="" type="checkbox"/> FIRE CODE BOARD OF APPEALS  |   |
| <input type="checkbox"/> WOODBURN REDEVELOPMENT COMMISSION      |   |

SUBMIT TO: CITY CLERK, 389 SPRUCE STREET, RM.10, MORGANTOWN, WV, 26505.

APPLICATIONS WILL REMAIN ON FILE IN THE CITY CLERK'S OFFICE FOR 6 MONTHS      UPDATED: 7/15

## Application to Serve on City Boards and Commissions

THE CITY OF MORGANTOWN HAS NUMEROUS COMMITTEES, BOARDS, AND COMMISSIONS COMPRISED OF CITIZENS WHO GIVE OF THEIR TIME IN VERY IMPORTANT CAPACITIES. STATE LAWS PRESCRIBE THAT SOME OF THOSE BODIES RETAIN MEMBERS WHO HAVE CERTAIN EXPERIENCE, EDUCATION OR PROFESSIONAL CERTIFICATIONS. WE ASK THAT YOU PROVIDE THE FOLLOWING BASIC INFORMATION SO WE MAY EVALUATE PROSPECTIVE APPOINTEES' QUALIFICATIONS IN AN EXPEDIENT MANNER. A RESUME OR OTHER PERTINENT INFORMATION MAY BE SUBMITTED ALONG WITH THIS FORM.

MR/MS: Mark R. Lambert WORK/CELL PHONE: 304 687-7228

ADDRESS: 507 Burroughs St., Apt 505 HOME PHONE: Same

Morgantown, WV ZIP: 26505

EMAILADDRESS: mlambe13@gmail.com

CITY RESIDENT? YES  NO  YEARS OF CITY RESIDENCY 2 WARD     

WHO IS YOUR EMPLOYER? (If Retired, Answer "Retired"): WVU

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN? Fire Education

JOB TITLE or JOB DESCRIPTION: Director, WV State Fire Academy

PROFESSIONAL CERTIFICATIONS/LICENSES: Certified Fire Investigator

SPECIAL INTERESTS:     

PLEASE CHECK THE COMMISSIONS YOU ARE INTERESTED IN SERVING:

- |   |   |
|---|---|
| <input type="checkbox"/> BOCA BOARD OF APPEALS                  | <input type="checkbox"/> MUSEUM COMMISSION          |
| <input type="checkbox"/> BOARD OF PARKS AND RECREATION          | <input type="checkbox"/> PARKING AUTHORITY          |
| <input type="checkbox"/> BOARD OF ZONING APPEALS                | <input type="checkbox"/> PERSONNEL BOARD            |
| <input type="checkbox"/> BUILDING COMMISSION                    | <input type="checkbox"/> PLANNING COMMISSION        |
| <input type="checkbox"/> FIRE CIVIL SERVICE                     | <input type="checkbox"/> POLICE CIVIL SERVICE       |
| <input type="checkbox"/> HISTORIC LANDMARKS                     | <input type="checkbox"/> SISTER CITIES COMMISSION   |
| <input type="checkbox"/> HUMAN RIGHTS                           | <input type="checkbox"/> TRAFFIC COMMISSION         |
| <input type="checkbox"/> LIBRARY BOARD                          | <input type="checkbox"/> TRANSIT AUTHORITY          |
| <input type="checkbox"/> MET BOARD                              | <input type="checkbox"/> TREE BOARD                 |
| <input type="checkbox"/> MORGANTOWN HOUSING ADVISORY COMMISSION | <input type="checkbox"/> URBAN LANDSCAPE COMMISSION |
| <input type="checkbox"/> MORGANTOWN UTILITY BOARD               | <input type="checkbox"/> WARD & BOUNDARY            |
| <input checked="" type="checkbox"/> FIRE CODE BOARD OF APPEALS  |   |
| <input type="checkbox"/> WOODBURN REDEVELOPMENT COMMISSION      |   |

SUBMIT TO: CITY CLERK, 389 SPRUCE STREET, RM.10, MORGANTOWN, WV, 26505.  
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## MARK R LAMBERT

### SUMMARY OF QUALIFICATIONS

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February 2015 – Present – Program Leader/Director of the WVU Fire Service Extension/Fire Academy.

February 1992 – January 2015 West Virginia State Fire Marshal's Office, Charleston, WV

- Jan. 2014 – Present – Field Deputy in charge of Investigations Division and the Public Education Division. Supervising 10-12 Field Investigators and 2 secretaries.
- Dec. 2011 Jan. 2014 – Field Supervisor for the Fire Marshal's Office, supervising 5-6 investigators around the state.
- Feb. 1992 – Dec. 2011 Assistant State Fire Marshal – Criminal Investigation Division
- Jan. 2011 – Created, implemented & oversee the SFMO drug testing policy. Created after analyzing several policies from state and local agencies both in and out of West Virginia.
- Co-created and implemented comprehensive training policy for newly hired sworn personnel the SFMO.
- Created & implemented the FOIA Policy for the SFMO after analyzing multiple law enforcement agency policies.
- Worked on administrative rules & policies for the current WV explosives & arson related laws.
- Investigation and enforcement of Fire and Explosives related laws, expert opinion and advice on state policy on the subject matter.
- As past President of the WV- IAAI have analyzed and crafted policies with regard to arson related statutes in West Virginia
- Adjunct Faculty WVU Fire Service Extension (Arson/Explosives Instructor) have crafted and reorganized the training policies in this area as a subject matter expert. Part of course involves instructing students on why current laws and policies were implemented.
- Analyzed the policies & practices of the WV State Fire Commission as part of graduate school training.
- Spent 10 years on WVSFM Bomb Squad as a Hazardous Device Technician. Government dignitary protection details and device calls.
- Testified as an Expert in State & Federal Court
- WV Fire & Police Instructor and have also worked as a substitute teacher in WV Public school system.

### EDUCATION

---

2009 – 2011 West Virginia University

Morgantown, WV

*MA – Public Administration*

- Policy analysis, administrative rules, budgeting & quantitative/qualitative analysis.

1986 - 1991    West Virginia University                      Morgantown, WV  
*BA – International Relations/History*  
■ Minor – Political Science/East Asian Policy/Affairs

PROFESSIONAL MEMBERSHIPS

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Member – MENSA

Member - Boone Co. WVU Alumni

Member – Pi Alpha Alpha

AWARDS RECEIVED

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2000 Award US Attorney's Office for Public Service

2003 Award US Attorney's Office for Public Service

2005 Award US Attorney's Office for Public Service

## Application to Serve on City Boards and Commissions

THE CITY OF MORGANTOWN HAS NUMEROUS COMMITTEES, BOARDS, AND COMMISSIONS COMPRISED OF CITIZENS WHO GIVE OF THEIR TIME IN EVERY IMPORTANT CAPACITIES. STATE LAWS PRESCRIBE THAT SOME THOSE BODIES RETAIN MEMBERS WHO HAVE CERTAIN EXPERIENCE, EDUCATION OR PROFESSIONAL CERTIFICATIONS. WE ASK THAT YOU PROVIDE THE FOLLOWING BASIS INFORMATION SO WE MAY EVALUATE PROSPECTIVE APPOINTEES' QUALIFICATIONS IN AN EXPEDIENT MANNER. A RESUME OR OTHER OTHER PERTINENT INFORMATION MAY BE SUBMITTED ALONG WITH THIS FORM.

MR/MS:    MICHAEL "MIKE" WOLFE  
ADDRESS:    546 JUNCTION STREET  
           MORGANTOWN

WORK/CELL PHONE:    304-216-0035  
HOME PHONE:        304-212-4795  
                   26505

EMAIL ADDRESS:        [mike.wolfe304@gmail.com](mailto:mike.wolfe304@gmail.com)

CITY RESIDENT? YES   X   NO        YEARS OF CITY RESIDEN 5 (total) WARD   3  

WHO IS YOUR EMPLOYER? (If Retired, answer "Retired")                    MONONGALIA COUNTY COMMISSION

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN?                    EMERGENCY SERVICES

JOB TITLE OR JOB DESCRIPTION:    DIRECTOR OF HOMELAND SECURITY EMERGENCY MANAGEMENT AGENCY & MECCA 911

PROFESSIONAL CERTIFICATIONS/LICENSE:    LEVEL III WV EMERGENCY MANAGER

---

SPECIAL INTERESTS:    EMERGENCY SERVICES, COMMUNITY DEVELOPMENT, VOLUNTEERING

---

PLEASE CHECK THE COMMISSIONS YOU ARE INTERESTED IN SERVING:

   BOCCA BOARD OF APPEALS

   BOARD OF PARKS AND RECREATION

  X   BOARD OF ZONING APPEALS

   BUILDING COMMISSION

  X   FIRE CIVIL SERVICE

  X   FIRE CODE BOARD OF APPEALS *General Public*

   HISTORIC LANDMARKS

   HUMAN RIGHTS

   LIBRARY BOARD

  X   MET BOARD

  X   MORGANTOWN HOUSING ADVISORY COMMISSION

  X   MORGANTOWN UTILITY BOARD

   MUSEUM COMMISSION

  X   PARKING AUTHORITY

  X   PERSONNEL BOARD

  X   PLANNING COMMISSION

  X   POLICE CIVIL SERVICE

   SISTER CITIES COMMISSION

  X   TRAFFIC COMMISSION

  X   TRANSIT AUTHORITY

   TREE BOARD

   URBAN LANDSCAPE COMMISSION

  X   WARD & BOUNDARY

   WOODBURN REDEVELOPMENT COMMISSION

SUBMIT TO: CITY CLERK, 389 SPRUCE STREET, RM. 10, MORGANTOWN, WV. 26505

APPLICATIONS WILL REMAIN ON FILE IN THE CITY CLERK'S OFFICE FOR 6 MONTHS

Updated: 2/15/2016 HC

**1.7.15 Stop Work Order.** The AHJ shall have the authority to order an operation, construction, or use stopped when any of the following conditions exists:

- (1) Work is being done contrary to provision of this *Code*.
- (2) Work is occurring without a permit required by Section 1.12.
- (3) An imminent danger has been created.

**1.7.16 Imminent Dangers and Evacuation.**

**1.7.16.1** When, in the opinion of the AHJ, an imminent danger exists, the AHJ shall be authorized to order the occupants to vacate, or temporarily close for use or occupancy, a building, the right-of-way, sidewalks, streets, or adjacent buildings or nearby areas.

**1.7.16.2** The AHJ shall be authorized to employ the necessary resources to perform the required work in order to mitigate the imminent danger.

**1.7.16.3** Costs incurred by the AHJ in the performance of emergency work shall be the responsibility of the property owner or other responsible party creating such imminent danger.

**1.7.17 Standby and Fire Watch Personnel.**

**1.7.17.1** The AHJ shall have the authority to require standby fire personnel or an approved fire watch when potentially hazardous conditions or a reduction in a life safety feature exist due to the type of performance, display, exhibit, occupancy, contest, or activity; an impairment to a fire protection feature; or the number of persons present.

**1.7.17.2** The owner, agent, or lessee shall employ one or more qualified persons, as required and approved, to be on duty.

**1.7.17.2.1** The cost of standby fire personnel shall be at no cost to the AHJ.

**1.7.17.3\*** Such standby fire personnel or fire watch personnel shall be subject to the AHJ's orders at all times and shall be identifiable and remain on duty during the times such places are open to the public, when such activity is being conducted, or as required by the AHJ.

**1.7.18 Public Fire Education.**

**1.7.18.1** The AHJ shall have the authority to develop and implement a public fire safety education program as deemed necessary for the general welfare with respect to the potential fire hazards within the jurisdiction.

**1.7.18.2** The AHJ shall have the authority to ensure duly authorized public fire safety education programs or public fire safety messages are disseminated to the general public.

**1.8 Duties and Powers of the Incident Commander.**

**1.8.1 Authority.** The incident commander conducting operations in connection with the extinguishment and control of any fire, explosion, hazardous materials incident, natural disaster, rescue, and/or other emergency shall have authority to direct all operations of fire extinguishment, mitigation of a hazardous materials incident, natural disaster, rescue, and/or control and to take necessary precautions to save life, protect property, and prevent further injury or damage.

**1.8.2 Controlling Scene.** During any emergency described in 1.8.1, including the investigation of the cause of such emergency, the incident commander or authorized representative shall be permitted to control or prohibit the approach to the scene of such emergency by any vehicle, vessel, or person.

**1.8.3 Obstruction of Operations.** Persons shall not obstruct the operations of the fire department or disobey any command of the incident commander or authorized representative or any part thereof, or any order of a police officer assisting the fire department.

**1.8.4 Scene Barrier.** The incident commander or authorized representative in charge of an emergency scene shall have the authority to establish barriers to control access in the vicinity of such emergency and to place, or cause to be placed, ropes, guards, barricades, or other obstructions across any street or alley to delineate such emergency scene barrier.

**1.8.5** Persons, except as authorized by the incident commander in charge of the emergency, shall not be permitted to cross barriers established in accordance with 1.8.4.

**1.9 Liability.**

**1.9.1** The AHJ, and other individuals charged by the AHJ, or the incident commander of emergency operations, charged with the enforcement of this *Code* or any other official duties, acting in good faith and without malice in the discharge of their duties, shall not thereby be rendered personally liable for any damage that could accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of their duties.

**1.9.2** The fire department and AHJ, acting in good faith and without malice in the discharge of the organizations' public duty, shall not thereby be rendered liable for any damage that could accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of such duties.

**1.9.3** Any suit brought against the AHJ, the incident commander, or such individuals because of such act or omission performed in the enforcement of any provision of such codes or other pertinent laws or ordinances implemented through the enforcement of this *Code* or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction.

**1.9.4** This *Code* shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming any such liability by reason of the inspections authorized by this *Code* or any permits or certificates issued under this *Code*.

**1.10 Fire Code Board of Appeals.**

**1.10.1 Establishment of Fire Code Board of Appeals.** A Board of Appeals shall be established to rule on matters relating to the fire code and its enforcement.

**1.10.1.1 Membership.**

**1.10.1.1.1** The members of the Board of Appeals shall be appointed by the governing body of the jurisdiction.

**1.10.1.1.2** The Board of Appeals shall consist of five or seven principal members and one ex officio member representative of the AHJ. Each principal member shall be permitted to have an alternate with similar experience to serve in his or her stead when necessary.

**1.10.1.1.2.1** The jurisdiction governing body shall have the authority to appoint alternates who shall serve when a principal member is unable to fulfill their obligations. Alternates

shall have the full authority and responsibility of principal members when serving in place of a principal member.

**1.10.1.1.3** Members and alternate members shall be appointed based on their education, experience, and knowledge.

**1.10.1.1.4** Members and alternates shall be appointed to a 3-year term.

**1.10.1.1.5** Members and alternates shall be composed of individuals experienced in the following fields or professions:

- (1) Engineering or architectural design
- (2) General contracting
- (3) Fire protection contracting
- (4) Fire department operations or fire code enforcement
- (5) Building code enforcement
- (6) Legal
- (7) General public

**1.10.1.1.5.1** Members and alternates shall not be employees, agents, or officers of the jurisdiction.

**1.10.1.1.5.2** Members and alternates shall be residents of the jurisdiction.

**1.10.1.1.5.3** No more than one member shall represent the same field or provision listed in 1.10.1.1.5.

**1.10.1.1.6** The representative of the AHJ shall be an ex officio member and shall be entitled to participate in all discussions. The ex officio member shall not be entitled to a vote.

**1.10.1.1.7** No member of the Board of Appeals shall sit in judgment on any case in which the member holds a direct or indirect property or financial interest in the case.

**1.10.1.1.8** The board shall select one of its members to serve as chair and one member to serve as vice chair.

**1.10.2 Rules and Procedures of the Board of Appeals.** The Board of Appeals shall have the authority to establish rules and regulations for conducting its business that are consistent with the provisions of this *Code*.

### **1.10.3 Authority of the Board of Appeals.**

**1.10.3.1** The Board of Appeals shall provide for the reasonable interpretation of the provisions of this *Code* and issue rulings on appeals of the decisions of the AHJ.

**1.10.3.2** The ruling of the Board of Appeals shall be consistent with the letter of the *Code* or when involving issues of clarity, ensuring that the intent of the *Code* is met with due consideration for public safety and fire fighter safety.

**1.10.3.3** The Board of Appeals shall have the authority to grant alternatives or modifications through procedures outlined in Section 1.4 of the *Code*.

**1.10.3.4** The Board of Appeals shall not have the authority to waive the requirements of the *Code*.

**1.10.3.5** The Board of Appeals decisions shall not be precedent setting.

### **1.10.4 Means of Appeals.**

**1.10.4.1** Any person with standing shall be permitted to appeal a decision of the AHJ to the Board of Appeals when it is claimed that any one or more of the following conditions exist:

- (1) The true intent of the *Code* has been incorrectly interpreted.
- (2) The provisions of the *Code* do not fully apply.

(3) A decision is unreasonable or arbitrary as it applies to alternatives or new materials.

**1.10.4.2** An appeal shall be submitted to the AHJ in writing within 30 calendar days of notification of violation. The appeal shall outline all of the following:

- (1) The *Code* provision(s) from which relief is sought
- (2) A statement indicating which provisions of 1.10.4.1 apply
- (3) Justification as to the applicability of the provision(s) cited in 1.10.4.1
- (4) A requested remedy
- (5) Justification for the requested remedy stating specifically how the *Code* is complied with, public safety is secured, and fire fighter safety is secured

**1.10.4.3\*** Documentation supporting an appeal shall be submitted to the AHJ at least 7 calendar days prior to the Board of Appeals hearing.

### **1.10.5 Meetings and Records.**

**1.10.5.1** Meetings of the Board of Appeals shall be held at the call of the chair, at such other times as the board determines, and within 30 calendar days of the filing of a notice of appeal.

**1.10.5.2** All hearings before the Board of Appeals shall be open to the public.

**1.10.5.3** The Board of Appeals shall keep minutes of its proceedings showing the vote of each member on every question or, if the member is absent or fails to vote, these actions shall be recorded.

**1.10.5.4** The Board of Appeals shall keep records of its examinations and other official actions.

**1.10.5.5** Minutes and records of the Board of Appeals shall be public record.

**1.10.5.6** A quorum shall consist of not less than 5 members or alternates.

**1.10.5.7** In varying the application of any provision of this *Code*, or in modifying an order of the AHJ, a two-thirds vote of the quorum shall be required.

### **1.10.6 Decisions.**

**1.10.6.1** Every decision of the Board of Appeals shall be entered in the minutes of the board meeting.

**1.10.6.2** A decision of the Board of Appeals to modify an order of the AHJ shall be in writing and shall specify the manner in which such modification is made, the conditions upon which it is made, the reasons therefore, and justification linked to specific code sections.

**1.10.6.3** Every decision shall be promptly filed in the office of the AHJ and shall be open for public inspection.

**1.10.6.4** A certified copy shall be sent by mail or delivered in person to the appellant, and a copy shall be publicly posted in the office of the AHJ for 2 weeks after filing.

**1.10.6.5** The decision of the Board of Appeals shall be final, subject to such remedy as any aggrieved party might have through legal, equity, or other avenues of appeal or petition.

**1.10.6.6** If a decision of the Board of Appeals reverses or modifies a refusal, order, or disallowance of the AHJ, or varies the application of any provision of this *Code*, the AHJ shall take action immediately in accordance with such decision.

Request Details

# Request #31412 : Volunteer to be a member of a Board or Commission

<p><b>Are you a Morgantown resident?</b> Yes</p> <p><b>If Yes, how many years have you lived in the City of Morgantown?</b> I moved here 14 years ago, have been a resident for about 8 years</p> <p><b>In which City Ward do you reside?</b> Second</p> <p><b>On which Board, Commission, or Authority are you interested in being a volunteer?</b> Historic Landmarks Commission</p> <p><b>Who is your current employer (If retired, answer "retired")?</b> Preserve WV/Main Street Morgantown</p> <p><b>What type of business are you, or were you, employed in?</b> historic preservation and economic development</p> <p><b>Do you have professional certifications or licenses?</b> Certificate of Cultural Resource Management</p> <p><b>Do you have any pertinent special interests?</b> History, research, writing, grant writing, and of course historic preservation, restoration, and adaptive reuse</p>	<p>Status Completed</p> <p>Priority Normal</p> <p>Received 3/23/2016 at 4:10 PM</p> <p>Source of Request Anon Online by Anonymous</p> <p>Assigned To: Heather Carl</p> <p>Associated To: Anonymous</p> <p>Est. Completion 3/28/2016</p> <p>Actual Completion 3/29/2016</p> <p><input type="button" value="Reactivate"/> <input type="button" value="Print"/></p>
<p><b>Staff Activities</b> <a href="#">Add New</a> <span style="float: right;">Sort</span></p> <p>The status of the request was changed from Active to Completed. by <b>Heather Carl</b> on 3/29/2016 at 8:12 AM</p>	<p><b>Citizen Information</b></p> <p>Nikki Lewis 121 Woodland Rd Morgantown, WA 26501 304.360.2171 nikkilewis43@gmail.com</p> <p><b>Preferred Response Method:</b> E-Mail</p>
<p><b>Public Activities</b> <a href="#">Add New</a> <span style="float: right;">Sort</span></p> <p>Request was successfully submitted. by <b>Cartegraph Support</b> on 3/23/2016 at 4:10 PM</p>	<p><b>Communication</b></p> <p>Select Communication Template Standard <input type="button" value="v"/></p> <p><input type="button" value="Print Letter"/></p> <p><a href="#">View Email Text</a></p>
<p><b>Attachments</b> <a href="#">Add New</a></p>	

## Morgantown

Request ID: 31412

**Request Form:** Volunteer to be a member of a Board or Commission

**Received:** Wednesday, March 23, 2016

**Status:** Completed

**Priority:** Normal

**Assigned To:** Heather Carl

### Contact Details

**From:** Nikki Lewis

**Email:** nikkilewis43@gmail.com

**Telephone:** 304.360.2171

**Address1:** 121 Woodland Rd

**Address2:**

**City:** Morgantown

**State:** WA

**Zip Code:**  
26501

**Pref. Method of Response:** E-Mail

### Request Address

**Number:**

**Direction:**

**Street:**

**Type:**

**Apt:**

**City:**

**State:**

**Zip Code:**

### Questions and Answers

**Are you a Morgantown resident?:**

Yes

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

I moved here 14 years ago, have been a resident for about 8 years

**In which City Ward do you reside?:**

Second

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

Historic Landmarks Commission

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

Preserve WV/Main Street Morgantown

**What type of business are you, or were you, employed in?:**

historic preservation and economic development

**Do you have professional certifications or**

**licenses?:**  
**Certificate of Cultural Resource**  
**Management**

**Do you have any pertinent special**  
**interests?:**  
**History, research, writing, grant writing,**  
**and of course historic preservation,**  
**restoration, and adaptive reuse**

**Staff Activities**

The status of the request was changed from Active to Completed. on 3/29/2016 at 8:12 AM

**Public Activities**

Request was successfully submitted. by Cartegraph Support on 3/23/2016 at 4:10 PM

One member from West Virginia Fair Housing Network:

Trista Wright  
601 East Brockway East, Suite A & B  
Morgantown, WV 26501

[twright@nwvcil.org](mailto:twright@nwvcil.org)

304-296-6091

One member being a licensed real estate representative:

Joshua White Associate Broker, GRI, CREM  
Sales Manager, Old Colony  
1000 Hampton Center, Suite H  
Morgantown, WV 26505

[jwhite@oldcolony.com](mailto:jwhite@oldcolony.com)

Office: 304-291-2121

Cell: 304-698-5674

Fax: 304-291-2128

One member being a City Neighborhood Association Representative:

RuthDonaldson  
1300 Heritage Place  
Morgantown, WV 26505

[acdonalds@comcast.net](mailto:acdonalds@comcast.net)

304-599-0539

One member being a City Landlord Representative:

James Craig  
2, 14<sup>th</sup> Fairway  
Morgantown, WV 26508

[jim@blueskywv.com](mailto:jim@blueskywv.com)

304-216-6363

One member being a Property Manager Representative:

Arthur Trusler  
Bel-Cross Properties  
High Street  
Morgantown, WV 26505

[art@belcross.com](mailto:art@belcross.com)

304-296-7930

**AN ORDINANCE AMENDING SECTIONS 1329.02 AND 1363.03 OF THE CITY OF MORGANTOWN PLANNING AND ZONING CODE AS THEY RELATE TO PROVIDING FOR SAFETY AND VISION AT STREET INTERSECTIONS.**

The City of Morgantown hereby ordains that Sections 1329.02 and 1363.03 of the City's Planning and Zoning Code are amended as follows (deleted matter struck through; new matter underlined):

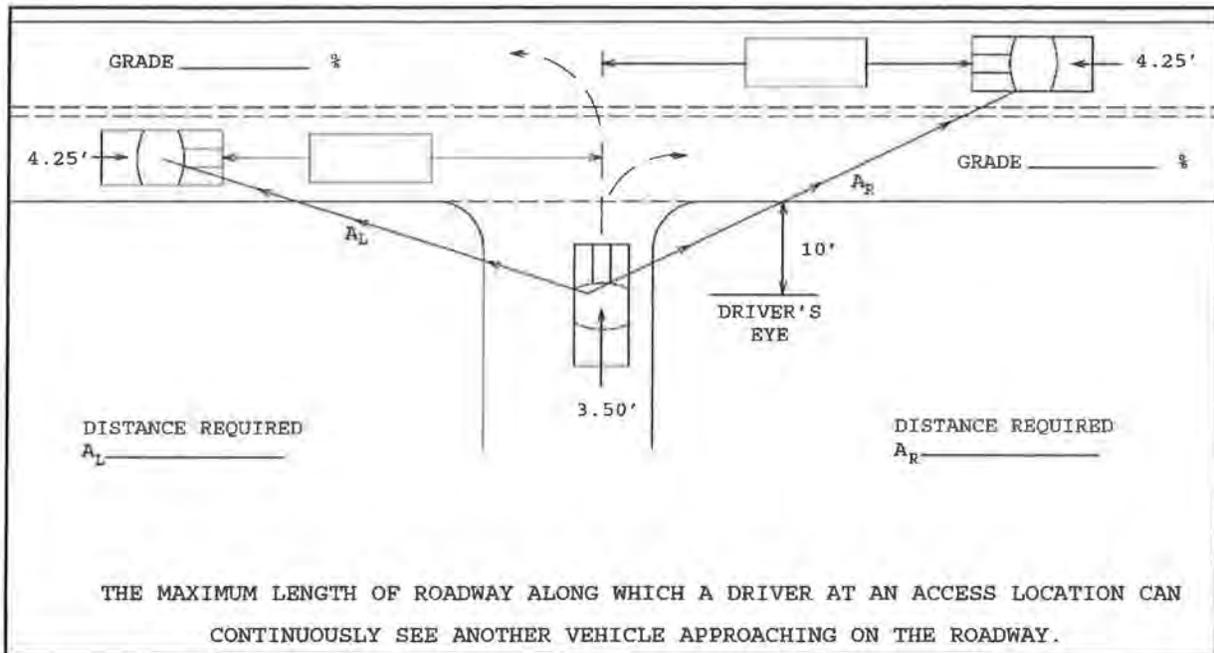
**1329.02 DEFINITIONS OF TERMS.**

CLEAR VISION TRIANGLE – A triangular area of unobstructed vision or measured sight distance at street intersections or where driveways enter a street or alley between ~~two~~ three and one-half (3.5) and eight (8) feet above the proposed driveway surface and the street pavement surface. The form of this triangular area is determined by the stopping sight distance as defined and regulated under this zoning ordinance. ~~road surface and within a triangular area at the street corner, which area is bounded by the street property lines of the corner lot and a line connecting points twenty five (25) feet distant from the intersection of the property lines of such lot.~~

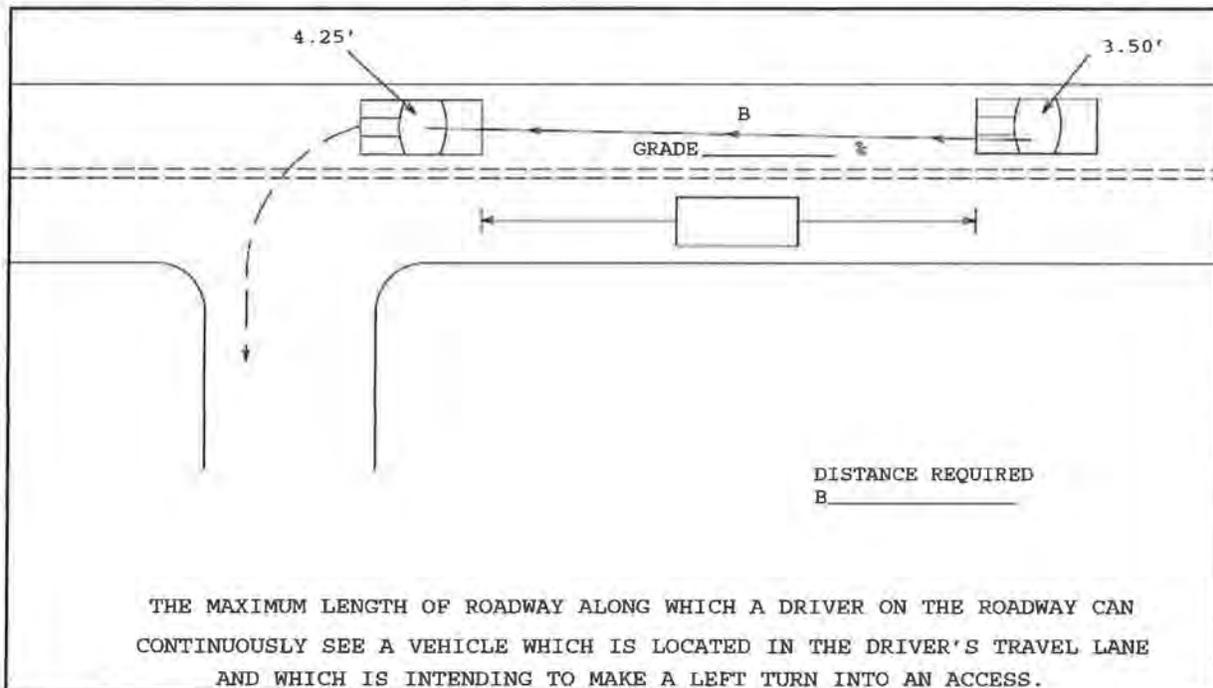
SIGHT DISTANCE – The distance measured between the height of a driver's eye and the height of an object without horizontal or vertical obstruction to the line of sight. For the purpose of measuring sight distance, the driver's eye height shall be three and one-half (3.5) feet above the proposed street or driveway surface and street pavement surface and the vehicle's height shall be four and one-quarter (4.25) feet above the proposed street or driveway surface and street pavement surface. The lateral placement of vehicles at the street or driveway and on the roadway shall be consistent with the operation of the street or driveway and roadway.

STOPPING SIGHT DISTANCE – The distance required by a driver traveling at a given speed to stop the vehicle after an object on the roadway becomes visible to the driver. For each direction along the street, the shortest of the following lengths shall be measured sight distance for that direction along the street as described and illustrated.

- (a) The maximum length of roadway along which a driver at an intersecting street or driveway location can continuously see another vehicle approaching on the roadway. The driver's eyes at a driveway location shall be ten (10) feet back from the pavement edge (curb or edge of shoulder) as illustrated below.

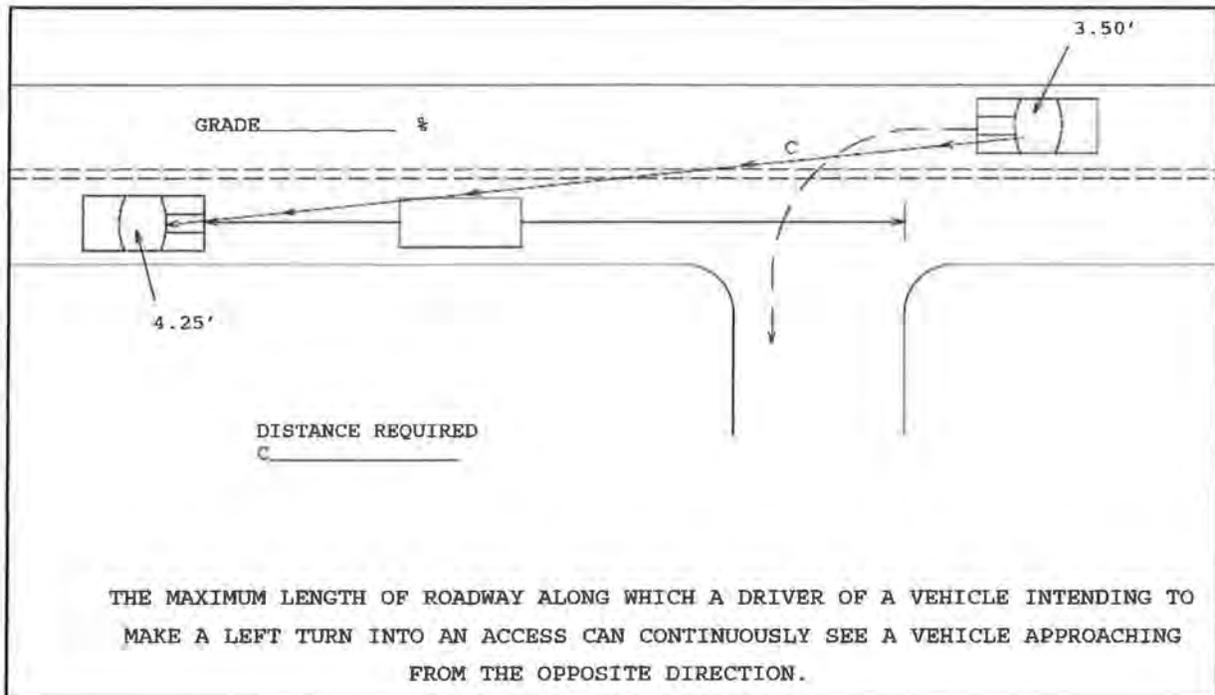


- (b) The maximum length of the roadway along which a driver on the roadway can continuously see a vehicle which is located in the driver's travel lane and which is intending to make a left turn into an intersecting street or driveway as illustrated below.



- (c) The maximum length of roadway along which a driver of a vehicle intending to make a left turn into an intersecting street or driveway can continuously see vehicles approaching from the opposite direction. This distance is measured from the location of the

approaching vehicle to a point on the roadway where the left turning vehicle crosses the path of the approaching vehicle as illustrated below.



### 1363.03 SAFETY AND VISION.

The following regulations provide for the maximum safety of persons using sidewalks and streets as determined by the City Engineer: on any corner lot, a wall, fence, sign, structure, display of merchandise or any plant growth which obstructs sight lines at elevations between two and one half (2 1/2) feet and eight (8) feet above the crown of the adjacent roadway shall not be placed or maintained within a clear vision triangle of the area of the lot twenty five (25) feet along the property line from the street right of way at intersections.

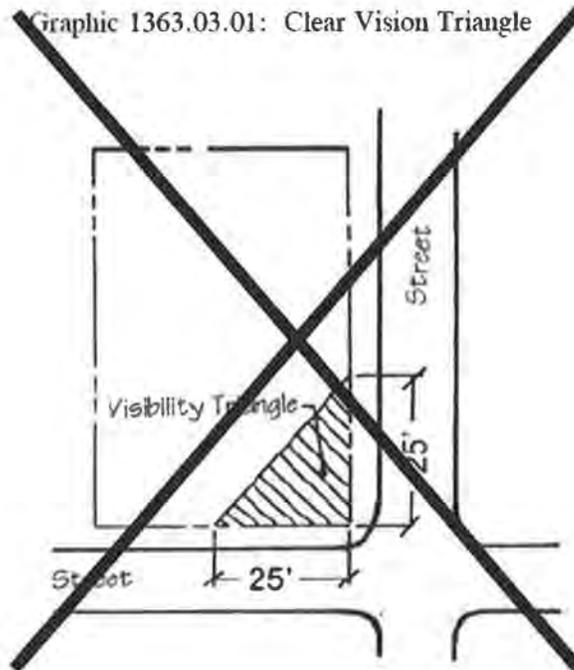
- (A) On any corner lot at street intersections or where driveways enter a street or alley, a wall, fence, sign, structure, display of merchandise or any plant growth, which obstructs measured sight distance, shall not be placed or maintained within a clear vision triangle.
- (B) Sight distance for vehicles entering the street from another street or from a driveway shall meet the minimum stopping sight distance for the operating speed on the adjacent roadway as shown in Table 1363.03.01 "Safe Stopping Sight Distances Required at Different Operating Speeds" and should be as long as can be justified economically. The operating speed is normally assumed to be the posted speed limit. If a traffic study establishes that the operating speed is lower than the posted speed limit, then the lower speed may be used to determine the safe stopping sight distance.

Table 1363.03.01: Safe Stopping Sight Distances Required at Different Operating Speeds

Design Speed (mph)	Stopping Sight Distance (ft)						
	0%	3%		6%		9%	
		Upgrade	Downgrade	Upgrade	Downgrade	Upgrade	Downgrade
15	80	75	80	74	82	73	85
20	115	109	116	107	120	104	126
25	155	147	158	143	165	140	173
30	200	200	205	184	215	179	227
35	250	237	257	229	271	222	287

The sight distance values in Table 1363.03.01 are for passenger vehicle and single-unit trucks only. If the driveway entrance is classified as an industrial driveway, then additional sight distance shall be provided as recommended in the current edition of American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets."

- (C) The applicant is expected to perform whatever work is necessary within the property and frontage boundary lines to meet the minimum requirements specified in Table 1363.03.01. If the minimum distances cannot be met by such work, the City Engineer may, but is not required to, determine a lesser distance as acceptable.



This ordinance shall be effective upon date of adoption.

FIRST READING:

\_\_\_\_\_  
Mayor

ADOPTED:

FILED:

RECORDED:

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CHEAT ROAD  
ENGINEERING, INC. LEASING OFFICE SPACE AT THE MORGANTOWN  
MUNICIPAL AIRPORT**

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached agreement, which is incorporated in this Ordinance by reference, leasing office space to Cheat Road Engineering, Inc. at the Morgantown Municipal Airport, along with any ancillary documents necessary to entering the lease agreement.

**FIRST READING:**

\_\_\_\_\_  
Mayor

**ADOPTED:**

**FILED:**

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

**RECORDED:**

## LEASE AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of Morgantown**, a municipal corporation, hereinafter referred to as the "City" and **Cheat Road Engineering, Inc.**, a duly authorized West Virginia corporation, hereinafter referred to as "Lessee."

WITNESSETH, THAT WHEREAS, the "City" owns, controls and operates the Morgantown Municipal Airport; and

WHEREAS, "Lessee" is engaged in the business of professional engineering services, and "City" desires to lease and grant certain premises and facilities on said "Airport," and "Lessee" desires to hire and obtain certain premises and facilities on said "Airport," together with certain rights, licenses and privileges thereon as described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

### ARTICLE I –PREMISES

1.1 The "City" hereby leases to "Lessee" office space, more particularly identified as **Suite 191**, in the North Terminal for conducting "Lessee's" business, together with the use of four (4) assigned parking spaces, all of which are shown on **Exhibit 1** to this agreement, which is incorporated herein by reference, and which are referred to herein collectively as the "Premises." Tenant has inspected the Premises and agrees to take possession of the Premises in "as-is" condition.

### ARTICLE II -CONSTRUCTION/INSTALLATION OF IMPROVEMENTS

2.1 The "Lessee" shall not, without prior written consent of the "City" make any permanent improvements to the assigned area such as the demolition of existing walls, the construction of new permanent walls, the installation of electrical outlets or lighting, or any modifications to the heating/air conditioning systems.

2.2 The "Lessee" may place furniture, property, and equipment into the assigned area as is necessary for the conduct of its business. Installed equipment which requires electrical or natural gas power shall be subject to the conditions outlined in ARTICLE VI, paragraph 6.1 of this Agreement. The "Lessee" shall have the right to remove the same upon termination of this Agreement, provided the premises are repaired to the satisfaction of the "City" or restored to their original condition after such removal.

### ARTICLE III -TERM OF AGREEMENT

3.1 The "Lessee" shall have and hold said premises, facilities, rights, licenses, and privileges set forth herein for a term commencing **April 15, 2016** and terminating **April 30, 2019**, unless sooner terminated as herein provided. Lessee shall have the option to extend the term of the lease for one calendar year on the terms provided in this agreement by delivering notice in writing to City prior to **January 30, 2019** in the manner notice is to be given pursuant to this agreement. Unless three

months before the expiration date of the initial term of this lease or any renewal term, either party gives the other notice in writing of the party's intention to terminate this lease, this lease will continue in force for another term of one year, and in the same manner from year to year ("Term"), including all terms and conditions in this lease, until one of parties terminates this lease by notice in writing in some ensuing year in the manner described above, which notice terminates this lease at the end of year for which premises are then held.

3.2 It is the mutual intent of the parties that this Agreement shall remain in effect for the full term, subject to each party's right on breach.

#### ARTICLE IV -RENTAL FEES

4.1 The "Lessee" agrees to pay the "City" a monthly rental fee of **\$4,852.50** total for the Premises. The monthly rental fee includes a fee of **\$8.25 per square foot** for 7,000 square feet of office space, more or less, and **\$10 per parking space** for four total parking spaces. Payment will be made in advance, on or before the first business day of each month during the term of this agreement. In any month not entirely covered by the term of this lease, the monthly rental fee shall be prorated according to the number of days of that month covered by the lease term, resulting in a fee for that fractional month equal to (Number of days of month in lease term / number of days in calendar month) x \$4,852.50.

4.2 Failure to remit payment as to the prescribed time will result in an additional charge of 1.5% per month of all unpaid rents and fees.

4.3 All sums due hereunder shall be paid by check payable to The City of Morgantown and mailed to the "Morgantown Municipal Airport," 100 Hart Field Road, Morgantown, West Virginia 26505 unless otherwise directed in writing by the "City".

4.4 The annual rental payment for each year beyond the initial term shall increase by an amount equal to the proportional increase in the U.S. City Average of the Consumer Price Index for All Urban Consumers (CPI-U) for all items over the twelve-month period prior to the start of the new yearly term; provided, that in no event shall the annual rental payment increase by an amount less than One Percent (1%) of the prior year annual rental payment. For purposes of this paragraph, the annual rental payment means an amount equal to twelve (12) times the monthly rental fee prescribed in Paragraph 4.1 and the initial term shall include the one-year renewal if timely exercised by Lessee.

4.5 Prior to taking possession of the Premises, Lessee shall deliver to City a deposit in the amount of the total monthly rental fee as security for the condition of the Premises and completion of the rental term. Upon termination of the agreement pursuant to Paragraph 3.1, City shall return to Lessee the deposit amount within ninety (90) days, less any costs or expenses incurred by the City relating to Lessee's occupation of the Premises. City may, but shall not be required to, apply any or all of the deposit amount to any outstanding fees due from Lessee at the termination of the lease. Lessee shall not be entitled to the return of any portion of the deposit if the lease is terminated other than upon completion of a full term, unless such termination is effected by City without a breach of the provisions of this agreement by Lessee.

## ARTICLE V -MAINTENANCE OF PREMISES

5.1 The "City" agrees to maintain, at its expense, the basic infrastructure of the terminal building to include the basic structure, heating/air conditioning systems, plumbing systems and electrical systems provided however, such maintenance necessitated by the negligence of the "Lessee", his employees or agents, or by willful destruction, shall be at the expense of the "Lessee."

5.2 Lessee agrees to maintain in good repair all portions of the Premises not made the responsibility of the City pursuant to Paragraph 5.1, including but not limited to routine cleaning of the Premises and its entryways and exits.

5.2 The "City" Airport Director or his duly appointed representatives shall have the right to enter the "Lessee's" assigned area to

(a) Inspect the assigned area at reasonable intervals during the "Lessee's" regular business hours, or at any time in case of an emergency, to determine if the "Lessee" is in compliance with the terms and conditions of this Agreement. The "City" may, at its discretion, require "Lessee" to effect any required maintenance or repairs at the "Lessee's" own cost; and

(b) Perform any and all things which the "Lessee" is obligated to, and has failed to do, after providing the "Lessee" with ten (10) days' written notice to act, including maintenance, repairs and replacements to "Lessee's" assigned area. The cost of all labor, materials and overhead charges required for the performance of such work will be paid by the "Lessee" to the "City" within ten (10) days following receipt of invoice for said charges by "Lessee."

## ARTICLE VI -UTILITIES

6.1 The "City" shall pay for all electric current, water, and natural gas that enters the assigned area via presently installed underground utility lines and pipes, to the Terminal Building, and operated by local utility companies. The "Lessee" shall be expected to exercise all practical economy and failure to do so will constitute unsatisfactory operations. The "City" shall have the right to insist upon and institute practices, which it deems necessary, which the "Lessee" shall be expected to implement, to ensure no misuse or abuse of this privilege.

6.2 Should the "Lessee" require any additional utility service other than that provided for above (such as telephone or internet lines), the "Lessee" agrees to bear all costs associated with installing and paying for such utility service.

## ARTICLE VII -GENERAL PROVISIONS

7.1 The "Lessee" hereby covenants and agrees:

(a) That the facilities and space hereby leased shall be maintained and left in a neat and clean condition and the "Lessee" shall conduct its business in such a manner as not to interfere with the normal operations of the Airport.

(b) That personnel performing services for the "Lessee" shall be neat, clean, and courteous, and the "Lessee" shall not permit its agents, servants, or employees so engaged to conduct business in a loud, boisterous, offensive or objectionable manner.

(c) That the "Lessee" shall abide by and be subject to all reasonable Airport Rules and Regulations which are now, or may from time to time be, promulgated by the "City", concerning management, operation or use of the Airport.

(d) That the "Lessee" will meet all expenses in connection with the use of the leased premises hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees, and assessments lawfully levied or assessed against it or assessed because of its operations hereunder, and that it will secure all required permits and licenses for its operations hereunder.

(e) That the "Lessee" will not on the grounds of race, color, national origin, sex, handicap, religion, or age discriminate, or permit discrimination, against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation and Title XI of the Civil Rights Act of 1964.

#### ARTICLE VIII -INDEMNIFICATION AND INSURANCE

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

8.2 Without limiting its liability as aforesaid, the "Lessee" shall carry insurance in the following amounts during the term hereof, naming the "City" as co-insured:

##### Public Liability

Bodily Injury	\$500,000 per occurrence
Property Damage	\$ 50,000 per occurrence

8.3 The "Lessee" shall provide the "City" with certification of insurance throughout the term of this agreement, evidencing such coverage to be in force.

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

## ARTICLE IX – CANCELLATION/TERMINATION

9.1 It is understood and agreed by the parties hereto that this agreement may be terminated by either party, for any reason, by one party giving the other party ninety (90) days advance written notice. It is further understood and agreed by and between the parties hereto that the following provisions will result in cancellation of this agreement:

(a) In the event the "Lessee" shall default on any of the provisions of this agreement, and said default shall continue for a period of thirty (30) days as determined in the sole discretion of the City, then and in that event, this agreement may be canceled and held for naught by the "City", and the "Lessee" shall immediately surrender possession of the office space.

(b) A national emergency results in the Airport being substantially occupied by the United States Government so as to materially interfere with the "Lessee's" operations.

(c) In the event the Airport, or a material portion thereof, is destroyed by fire or other cause, resulting in material interference with the "Lessee's" operations.

9.2 Upon termination or cancellation of this Agreement, the "Lessee" shall remain liable for any and all fees and amounts then due, and the "Lessee" shall immediately surrender possession of the Premises.

9.3 Any notice or other communication to the parties hereunder shall be deemed validly given, served or delivered upon deposit in the United States Mail, registered and with proper postage and registration fee paid, addressed as follows:

"CITY"

OFFICE OF THE AIRPORT DIRECTOR  
Morgantown Municipal Airport  
100 Hart Field Road  
Morgantown, West Virginia 26505

"LESSEE"

Cheat Road Engineering, INC.  
c/o David Bryte  
170 Old Cheat Road  
Morgantown WV 26508

Or other address as may be designated by either party, in writing, from time to time.

## ARTICLE X - MISCELLANEOUS

10.1 To the extent not prohibited by law, the "City" shall attempt to protect the rights and privileges granted to the "Lessee" under this agreement.

10.2 The failure of the "City" to insist, in any one or more instance, upon the strict performance by the "Lessee" of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Lease Agreement shall not operate as a waiver or relinquishment thereof for the future, but the same shall remain and continue in full force and effect, and no waiver of the conditions or stipulations hereof shall be deemed to have been made in any instance unless made expressly in a signed, authorized writing.

10.3 If any term, clause or provision of this Lease Agreement shall be adjudged by any court or government agency to be invalid or contrary to any applicable law or regulation, such invalidation or determination shall not affect the validity and enforceability of the remaining portions of the Lease Agreement; and, to this end, the terms, clauses and provisions of this Lease Agreement are hereby agreed to be severable.

10.4 Both parties hereto acknowledge and agree that this document contains the entire agreement between the parties and that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of the Lease Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto within the amended Lease Agreement in the same manner as the execution of this Lease Agreement.

10.5 This Lease Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of West Virginia.

10.6 "Lessee" shall not assign, transfer or sublease this Lease Agreement, by process or operation of law or in any other manner whatsoever, or sublet any portion of the leased premises or permit any portion of the leased premises to be occupied or used by anyone other than the "Lessee", without the prior, written consent of the "City", which said consent may be withheld in the sole discretion of the "City."

IN WITNESS WHEREOF, The Parties have caused this agreement to be executed by their duly authorized officer and their respective seals to be hereunto affixed, the day and year first above written.

CITY OF MORGANTON

CHEAT ROAD ENGINEERING, INC.

By: \_\_\_\_\_  
Jeff Mikorski

By: \_\_\_\_\_  
David Bryte

Its: City Manager

Its: President

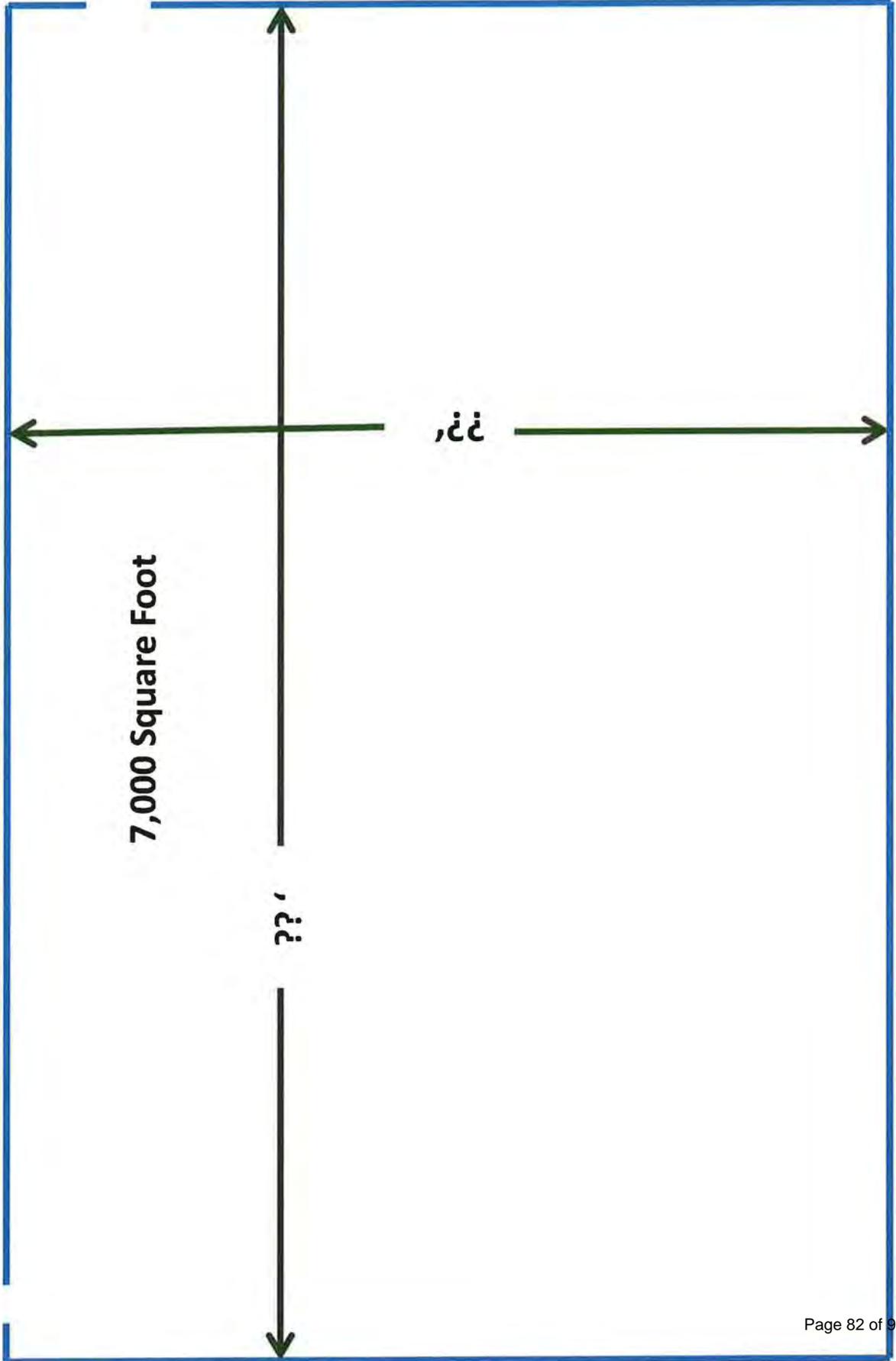
# **EXHIBIT 1:**

## **Premises**

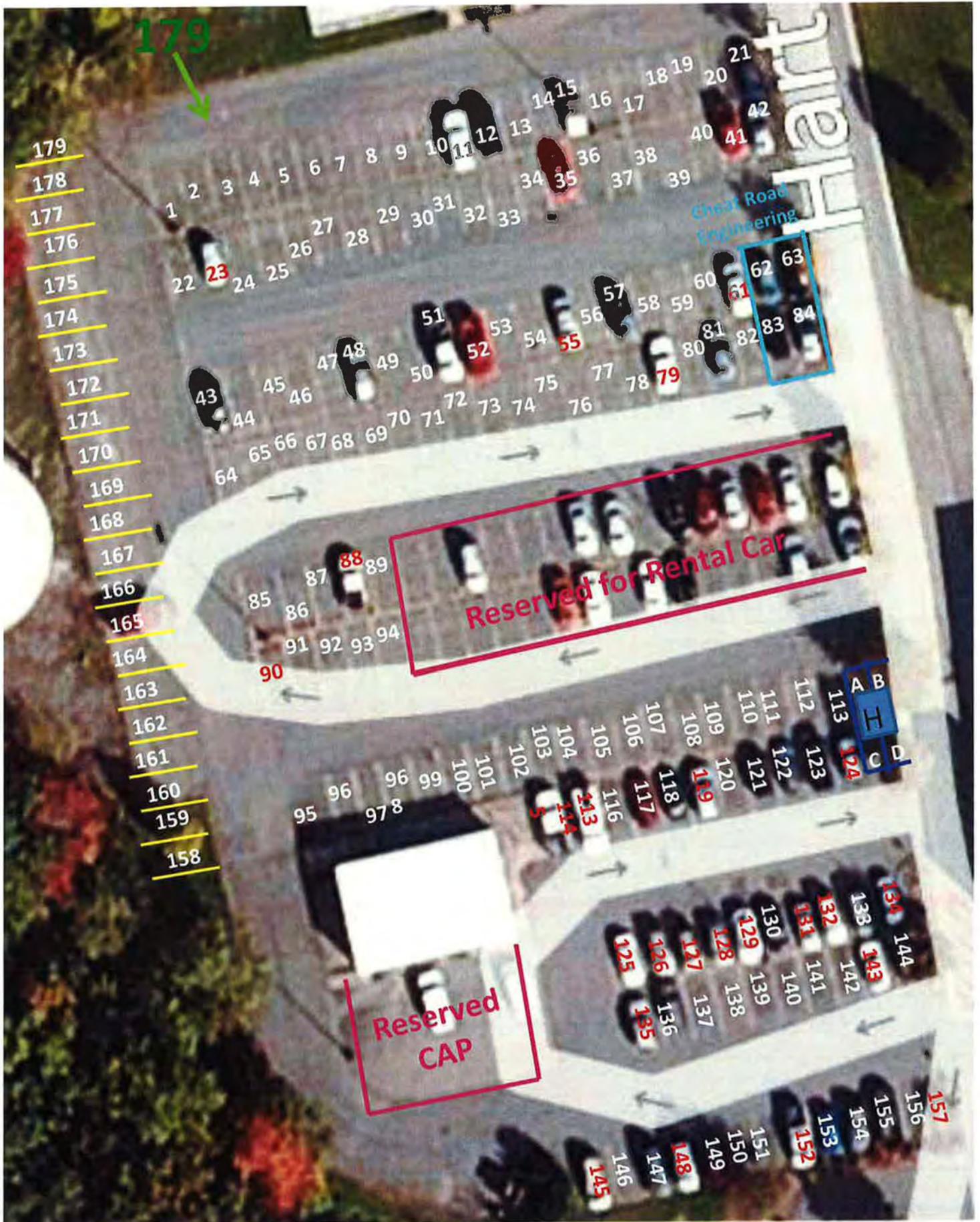
**Terminal Parking**

**(Hart Field Road)**

**7,000 Square Foot**



**North Terminal Downstairs Offices**



**TOTAL: 231 as of 7MAR16 (Less Reserved Spaces)**



**TOTAL: 235 Parking Spaces (Less Reserved Spaces)**

**TOTAL: 231 as of 7MAR16 (Less Reserved Spaces)**

**RESOLUTION**

**SUPPORTING AN APPLICATION FOR FUNDS TO IMPLEMENT OF A COMPLETE STREETS PLAN ON UNIVERSITY AVENUE AND THE ADJACENT CORRIDOR**

WHEREAS, the Morgantown Monongalia Metropolitan Planning Organization's (MPO) 2040 Long Range Transportation Plan calls for University Avenue and the adjacent corridor to be improved to serve as a safe and efficient multi-modal corridor in accordance with the MPO's and the City of Morgantown's adopted Complete Streets policies; and

WHEREAS, University Avenue and the adjacent corridor is the fastest growing area in the City of Morgantown; and

WHEREAS, the Morgantown Monongalia MPO, with the support of the West Virginia Department of Transportation and the Federal Highway Administration has joined with West Virginia University, the Campus Neighborhoods Revitalization Organization (Sunnyside Up), and the City of Morgantown, to engage a consultant to perform a detailed Study identifying in detail the improvements needed to reach the MPO's 2040 Long Range Transportation Plans vision and to address the impacts of the areas rapid growth; and

WHEREAS, the United States Department of Transportation is requesting applications for funds from the Transportation Investment Generating Economic Recovery (TIGER) competitive grant program for use to implement the comprehensive vision for a "complete streets" treatment of University Avenue and the adjacent corridor as being the 2 mile portion of University Avenue from Patteson Drive (WV 705) at the North end to Walnut Street (WV 119) to the South; and between Becchurst Avenue (US19) on the East to Willowdale Drive on the West, being further planned for in the University Avenue Complete Streets Study;

NOW THEREFORE BE IT RESOLVED: that the City of Morgantown authorizes the submittal of an application for a TIGER grant from the United States Department of Transportation to implement the recommendations of the University Avenue Complete Streets Study.

ADOPTED, this \_\_ day of April 2016, at a regular meeting of the City of Morgantown City Council

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

WHEREAS, the City and WVU have worked together to prepare updated technical specifications and implementation plans that will supersede the provisions of the previous Memorandum of Understanding regarding this project, adopted by the City in Resolution No. 2015-21 on December 1, 2015;

NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown as follows:

- 1) the previous Resolution and Memorandum of Understanding are superseded by this Resolution and attached agreement;
- 2) the City Manager is authorized to execute the attached agreement, together with any additional agreements referenced therein, which is incorporated in this Resolution by reference, to provide for the interconnection of City and WVU networks.

Adopted this \_\_\_\_ day of April, 2016.

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Marti Shamberger, Mayor  
City of Morgantown

## WVU / Morgantown IT MOU

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made this April \_\_\_\_\_, 2016, by and between the West Virginia University Board of Governors on behalf of West Virginia University ("WVU") and the City of Morgantown ("City").

WHEREAS, WVU, a public land grant research university in Morgantown, West Virginia, United States desires to collaborate with the City ; and

WHEREAS, WVU desires to expand services to faculty, staff, and students beyond the campus boundaries; and

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

WHEREAS, WVU and the City have agreed to this Agreement to implement certain services described herein.

Now, therefore, WVU and the City intend to provide services using WVU's network infrastructure and the City's internal network for the City's internal use and services supporting WVU, City, or student activities or services, as set forth in periodic service orders agreed by the parties, which are made a part hereof by this reference as fully as though set forth herein at length.

1. **Service:** WVU will provide to the City the use of its network infrastructure and other data and/or installation services ("Services") as detailed by the parties on a WVU Service Order ("Service Order") to establish a connection to the City Public Safety Building and other mutually agreed points of interconnection between the WVU and The City networks. Services provided by WVU are not intended for emergency management or critical life/public safety uses. Services will be established in accordance with the Provisioning and Installation process set forth in designated Service Orders agreed by WVU and The City. The City may use the Services for all lawful purposes, but shall in no event be deemed to have a greater right to use the Services than that which WVU may legally provide under applicable Federal and State laws and regulations. WVU reserves the right to change, modify or upgrade network facilities and IP addresses, etc., which may affect Services. WVU shall notify the City's network manager ("Network Manager") in writing or by email prior to any such planned network modifications.
2. **Period of Agreement:** This Agreement is for a period of 60 months ("Initial Term"). Any additional Service Orders shall be co-termed with the Initial Term date. Either party may terminate this agreement with sixty (60) days written notice.
3. **Service Charges and Invoicing:** The City agrees to pay all recurring charges, non-recurring charges, taxes, fees and other similar charges that arise out of The City's use of the Services, and all such charges which WVU may be required or legally entitled to collect in connection with WVU's provision and/or arrangement for Service to the City under a Service Order, subject to funds being appropriated for such purposes. Recurring and non-recurring charges are set forth in each Service Order as agreed by the Parties. WVU will annually submit to the City an invoice for the recurring and non-recurring charges for which payment is due. The annual invoice will be issued on or about July 1 of each year and; payment shall be made by the City within sixty (60) days.
4. **Liability and Warranties:** Except as otherwise set forth in this Agreement, WVU makes no warranties, representations, or other agreements, express or implied with respect to the Services, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. In no event shall WVU be liable for special, incidental, consequential, indirect or punitive damages, loss of revenue or profit, loss of goodwill, loss of use of any property, cost of substitute performance, equipment or Services, downtime costs and claims of either party for damages, even if such party is advised of the possibility of such damages. WVU is not responsible for any warranty offered by the City or its agents to any third party. WVU's entire liability for

## WVU / Morgantown IT MOU

any claim, loss expense or damage under this Agreement or any Service Order shall in no event exceed the sum actually paid by the City to WVU for the Service giving rise to the claim. WVU shall use all commercially reasonable efforts to maintain the Services to the City as specified herein.

5. **Indemnification:** Subject to the limitations set forth in section 4, above, The City and shall require its Network Manager to indemnify and hold WVU harmless from and against all liabilities, claims, damages, losses, costs, expenses and judgments (including reasonable attorney's fees) and causes of action arising out of or in connection with this Agreement or any Service Order. The City will name WVU as an additional insured on its policy of insurance providing coverage for activities related to this Agreement. WVU, the City and its agents will be responsible for their own capital expenditures, operating expenses, insurance coverage, security, monitoring and operation of their own equipment.
6. **Confidentiality:** It is contemplated that through this Agreement, certain proprietary information of both WVU and the City may be shared with the other party or its designated agents; accordingly, such propriety information is not to be disclosed under any circumstances without the written permission of *both* parties, unless so required by law.
7. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Either Party, upon written notice in accordance with Paragraph 9, may assign this Agreement to any subsidiary, parent or to an entity affiliated with either Party, or to either Party's successor pursuant to any reorganization or merger of its business, or pursuant to any sale or transfer of all or substantially all of its assets. The City shall notify WVU within five (5) business days if it designates a different Network Manager. No other assignment by one Party will be permitted without the prior written consent of the other Party, which consent shall not be unreasonably withheld or denied.
8. **Choice of Law:** The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. Parties agree that any action or suit commenced pursuant to or in respect of this Agreement shall be brought in the West Virginia Court of Claims in Kanawha County or filed by the University in a court of competent jurisdiction.
9. **Notices:** All notices, demands, requests, or other communications which may be, or are required to be, given or served, or sent by any party to any other party pursuant to this Agreement shall be in writing and will be deemed to have been duly delivered or given when: (i) delivered by hand (with written confirmation of receipt) before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day); (ii) sent by facsimile before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day) and a written confirmation of the transmission is received by the sender; or (iii) the next business day after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, and addressed or sent, as the case may be, to the address designated below. Each party may designate by notice in writing a new address, to which any notice, demand, request or communication may thereafter be so given, served or sent.

If to WVU:  
West Virginia University  
C/O Stephen Belcher  
One Waterfront Place, Room 6412  
PO Box 6860  
Morgantown, West Virginia 26506-6860  
[Steve.belcher@mail.wvu.edu](mailto:Steve.belcher@mail.wvu.edu)

# WVU / Morgantown IT MOU

If to the City:  
City Manager  
City of Morgantown  
389 Spruce Street  
Morgantown, WV 26505  
[jmikorski@morgantownwv.gov](mailto:jmikorski@morgantownwv.gov)

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

The City of Morgantown

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Print Jeff Mikorski

Print \_\_\_\_\_

Title City Manager

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## WVU / Morgantown IT MOU

### **Addendum A – Designation of Network Manager**

The City designates Declaration Networks Group Inc., with its principal place of business located at 1950 Old Gallows Road, Suite 201, Vienna, Virginia 22182 (“DNG”) as the City’s network manager and technical advisor (“Network Manager”) for the establishment, monitoring, and operation of the local wireless broadband networks and interconnection capabilities.

Notices, if to DNG:

Chief Financial Officer

Declaration Networks Group Inc.

1950 Old Gallows Road, Suite 201

Vienna, Virginia 22182

[Keith@declarationnetworks.com](mailto:Keith@declarationnetworks.com)

## WVU / Morgantown IT MOU

### Attachment A – WVU Service Order for Fiber Lease

WVU agrees to lease portions of its fiber optic network infrastructure at no cost, exclusive of certain installation and provisioning fees, to the City for its internal use and to provide noncommercial Internet access to the public at the Airport and the downtown area. WVU agrees to provide the following in accordance with the Terms of the Agreement between WVU and The City.

1. One (1) dedicated single mode fiber pair link between the fiber patch panel located in the WVU Mileground Road Motor Pool and the fiber patch panel located in the WVU Colson Hall telecom equipment room. WVU shall label the fiber pair as "Airport Feed".
2. One (1) fiber patch cable to connect the assigned fiber port on the WVU fiber patch panel located at the WVU Mileground Road Motor Pool to the Network Manager's 1Gbps media convertor installed at a suitable location determined by WVU.
3. Three (3) dedicated single mode fiber pair links, labeled "City Hall Feed1", "City Hall Feed2" and "City Hall Internet Feed", between the WVU Colson Hall telecom equipment room fiber patch panel and the City of Morgantown Public Safety Building telco room fiber patch panel located at 300 Spruce Street, Morgantown, WV. WVU agrees to invoice the City, and the City agrees to pay the non-recurring cost of \$5,362.00 for the installation and provisioning of these fiber pairs to the City of Morgantown Public Safety Building telco room.
4. One (1) fiber patch cable to cross connect the fiber pair labeled "Airport Feed" to the fiber pair labeled "City Hall Feed1" in the WVU Colson Hall telecom equipment room.
5. WVU will make reasonable efforts to restore service if WVU determines that an issue with its fiber or the cross connects in WVU facilities is causing a disruption or loss of service to the City. Both parties agree and understand that the City is using single fiber paths with no redundancy.

## WVU / Morgantown IT MOU

### Attachment B – WVU Service Order for Internet Service

WVU agrees to resell a portion of its Internet bandwidth to the City for its internal use and to provide Internet access to visitors at the Airport and the downtown area. WVU agrees to provide the following in accordance with the Terms of the Agreement between WVU and The City.

1. One (1) fiber port on WVU's Internet service point of presence (POP) equipment located in the WVU Colson Hall telecom equipment room.
2. One (1) fiber patch cable to connect the fiber port on WVU's POP equipment in the WVU Colson Hall telecom equipment room to the fiber pair running from WVU Colson Hall to the City of Morgantown Public Safety building, labeled "City Hall Internet Feed".
3. Internet service details to include one (1) CIDR /29 block of IPv4 addresses (6 usable), and its associated subnet mask and gateway address. The City must provide its own DNS (Domain Name System) services.
4. Dedicated bandwidth in the amount of 10 Mbps with the ability to burst up to 200 Mbps at a monthly recurring cost of \$5.47 per Mbps to be invoiced annually. This rate may be modified periodically if rate changes are implemented by providers to WVU. Charges do not include applicable fees and charges such as access or egress (or related) charges imposed by third parties; taxes, tax-related or tax-like surcharges; or other similar charges. The City agrees to pay all additional charges, to the extent applicable, in addition to the charges set forth in this Agreement.
5. WVU will monitor average monthly usage. Initially, this shall be measured Monday through Friday from 7am to 7pm (business hours). If WVU determines that the City's average bandwidth usage during non-business hours (Monday through Friday from 7pm to 7am, plus Saturdays and Sundays) meets or exceeds the usage during business hours, WVU reserves the right to measure bandwidth over a 24-hour period to calculate the average monthly usage. If the City's average monthly bandwidth usage exceeds the purchased amount, the City agrees to purchase additional bandwidth in 5 Mbps blocks to meet or exceed the monthly average.
6. WVU will not provide any security services (e.g. firewall) or bandwidth management/shaping services for the City's Internet service. The City is responsible for implementing appropriate security measures between its network and WVU's network.
7. WVU will make reasonable efforts to restore service if WVU determines that an issue with its Internet service point of presence (POP) equipment or its Internet service providers is causing a disruption or loss of service to the City. Both parties agree and understand that the City is using single fiber paths with no redundancy.
8. The City will acknowledge and abide by the WVU Acceptable Use Policy (AUP); further, the City shall pass this obligation on to its Network Manager and to all end-users of the City's Internet service.
9. WVU will forward any abuse, copyright infringement, or other complaints related to the City's use of the Internet service to the Network Manager for resolution and/or response as warranted.

# WVU / Morgantown IT MOU

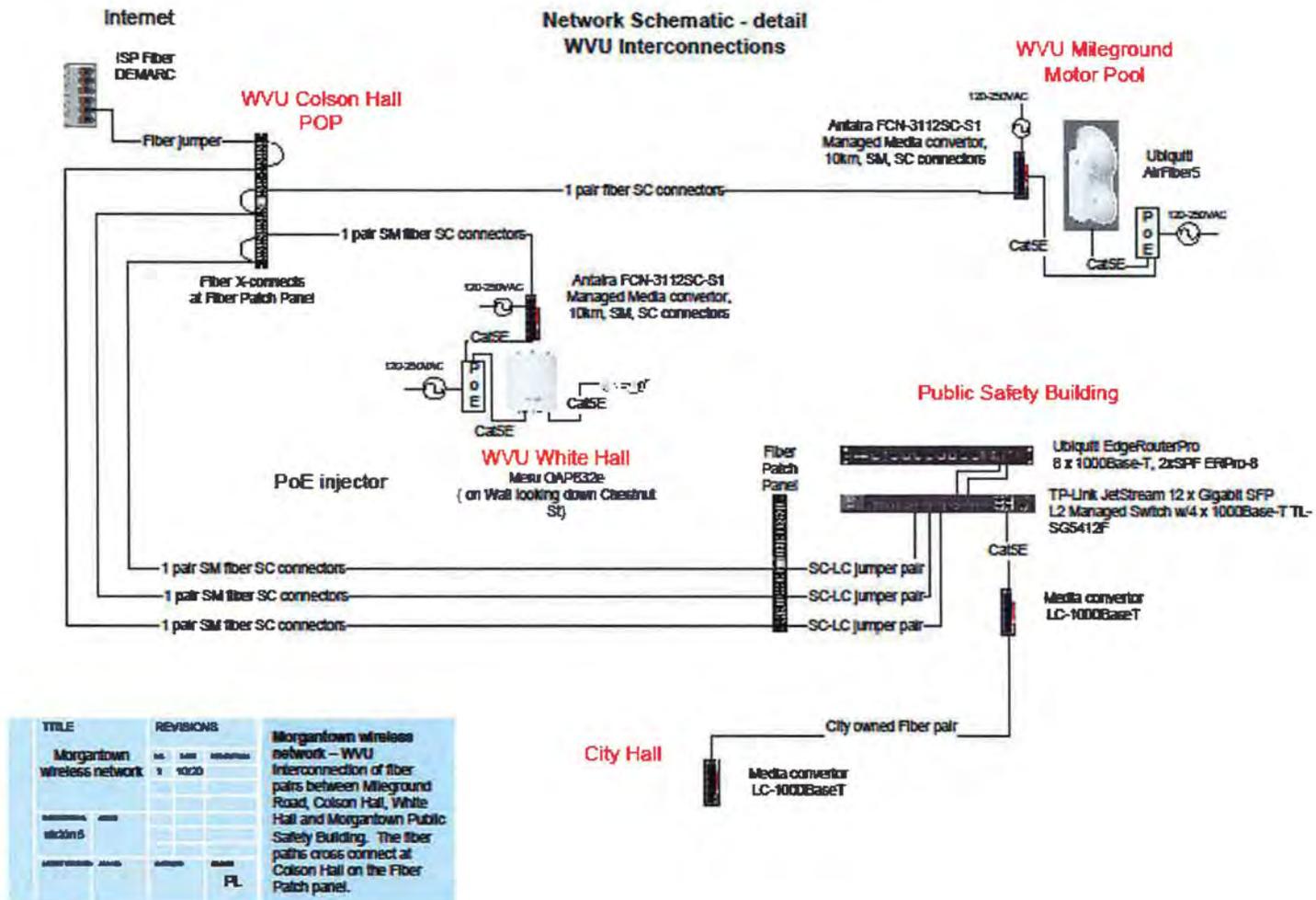


Diagram 1

{W0037811.1}