



Office of the City Clerk

The City of Morgantown

Linda L. Tucker, CMC
389 Spruce Street, Room 10
Morgantown, West Virginia 26505
(304) 284-7439 Fax: (304) 284-7525
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**AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
May 3, 2016
7:00 p.m.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **APPROVAL OF MINUTES:** Special Meeting March 15, 2016, Regular Meeting April 5, 2016, Special Meeting April 19, 2016, Regular Meeting April 19, 2016, and Special Meeting April 26, 2016
5. **CORRESPONDENCE:**
6. **PUBLIC HEARINGS:**
7. **UNFINISHED BUSINESS:**
 - A. **BOARDS AND COMMISSIONS**
8. **PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION**
9. **SPECIAL COMMITTEE REPORTS:**
10. **NEW BUSINESS:**
 - A. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE AMENDING ARTICLE 145 AND SECTIONS 1387.01 AND 1387.02 OF THE CITY CODE RELATING TO THE MORGANTOWN PLANNING COMMISSION.**
 - B. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE**

VACATING, ABANDONING, AND ANNULLING A PORTION OF FIFTH STREET MEASURING APPROXIMATELY FORTY (40) FEET IN WIDTH AND APPROXIMATELY ONE HUNDRED (100) FEET IN LENGTH LOCATED AND SITUATE IN THE FOURTH WARD OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA.

- C. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH M.T. POCKETS THEATRE, INC. FOR SPACE AT THE WOODBURN SCHOOL SITE.**
- D. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE DESIGNATING A STREET IN THIRD WARD AS JUNCTION STREET.**
- E. Consideration of APPROVAL of A RESOLUTION APPROVING AND AUTHORIZING TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) THE 2016 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN.**

11. CITY MANAGER'S REPORT:

New Business:

- 1. Bid for Hot Laid Bituminous Asphalt**

Information:

- 1. 2016 Deer Count and Five-Year Summary**

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
389 SPRUCE STREET
MORGANTOWN, WEST VIRGINIA 26505
(304) 284-7405 FAX: (304) 284-7430
www.morgantownwv.gov

Thursday, April 28, 2016

City Manager's Report for City Council Meeting on May 3, 2016

New Business:

1. Bid for Hot Laid Bituminous Asphalt

See attached memo from Damien Davis, City Engineer and Public Works Director. In order to begin the City Street paving program this year, the City advertised for the purchase of Hot Laid Bituminous Asphalt. We received one bidder, Greer Industries, for an amount of \$792,800.00 for 12, 200 tons of asphalt. I agree with the City Engineer's recommendation of awarding the asphalt contract to Greer Industries for \$792,800.00.

Information:

1. 2016 Deer Count and Five-Year Summary

Attached is the 2016 thermal infrared white-tail deer survey (for reference I also attached the 2011 count). The results show that the five years of Urban Archery Hunts have reduced the number and groups of deer in Morgantown.

Year	Number of Deer	Deer Groups
2011	689	296
2016	264	98

Also attached is a five-year summary on the Urban Deer Archery Hunt prepared by Rick Bebout, Volunteer Coordinator. The annual hunts have been successfully safe while removing 527 deer from the City and donating 5,542 pounds of venison to local shelters. I appreciate the work that Mr. Bebout has achieved and look forward to working with him to examine the results of the study and modify the upcoming hunts.

Jeff Mikorski ICMA-CM,
Morgantown City Manager

Memo

City of Morgantown

Public Works Department

To: Jeff Mikorski, City Manager

From: J. Damien Davis, Public Works Director and City Engineer *JDD*

Subject: Street Paving Project Hot Laid Bituminous Asphaltic Cement
– Bid Call 2016-05

Date: April 25, 2016

Bids were opened at 9:30am on April 25, 2016. The results are as follows:

CONTRACTOR	COST
Greer Industries	\$792,800.00

Engineering has reviewed the submitted bid for completeness and adherence to the Bid Call requirement. I recommend award to Greer Industries.

**Thermal Infrared Imaging White-tailed Deer Survey
City of Morgantown, West Virginia**



Submitted to:

Jeff Mikorski, ICMA-CM, Morgantown City Manager
City of Morgantown, WV
389 Spruce Street
Morgantown, WV 26505
Via email: jmikorski@morgantownwv.gov

Submitted by:

Susan Bernatas, Certified Wildlife Biologist
Vision Air Research, Inc.
904 East Washington Street
Boise, Idaho 83712
208-841-9566
wildlife@visionairresearch.com

April 2016

Vision Air Research was retrained to conduct an aerial survey for deer survey in the City of Morgantown, WV. The project goal was to provide information on distribution and abundance. The aerial infrared also commonly called forward-looking infrared (FLIR) survey provided deer group locations, and provides a tally of deer observed within each group. The study area encompassed the City of Morgantown which included suburban areas with lawns and ornamental shrubs and trees, golf course and larger areas of eastern deciduous forests with mixed deciduous and conifer forests as well as commercial and municipal buildings and roads and highways.

Methods

The survey was conducted February 18, 2016 between 1900 – 2300 hours. Winds were calm and the relative humidity was favorable for an infrared survey. The survey commenced on the northeast corner and proceeded west to completion. Transects were spaced 800 ft apart and flown at 1,000 ft above ground level. The north / south transects were oriented to minimize airport conflicts. We coordinated with Morgantown airport tower to maximize flight safety.

The sensor look angle was approximately 45° elevation. The sensor was moved to aim and focus as needed. The wide field of view (WFOV) was used to search for the deer while the narrow field of view (NFOV) was used to verify the object, as needed. Portion of the flight along transects were recorded to on onboard computer. The time "stamped" on the video is based on standard aviation time (GMT), not local time. The position is the airplane's GPS position not the location of the subject animals because we are looking in front of the airplane.

We used a forward – looking infrared (FLIR) by PolyTech Kelvin 350 II (Sweden) mounted on the left wing of a Cessna 206 "Stationair". The sensor gimbal allows 330° of azimuth and 90° of elevation allowing us to look in all directions except directly behind the airplane. The infrared sensor installed in the gimbal is the high resolution Agema Thermovision 1000, which is a long wave system (8-12 micron). It has 800 by 400 pixels providing good resolution with the ability to determine animals by their morphology or body shape. The thermal delta is less than 1° C, which means it can detect objects with less than 1° C different than the background. There are 2 fields of view (FOV): wide (20 °) and narrow (5°). At 1,000 ft. above ground level looking straight down using the wide FOV the footprint or area covered by the sensor is 360 ft. x 234 ft. while the narrow FOV provides a footprint 90 ft. x 59 ft. This information on the field of view footprint is for reference only since we use an oblique look angle allowing coverage of the entire transect. The sensor operator / wildlife biologist sat in the rear seat and watched a high resolution 15 in. monitor to aim and focus sensor.

The video was reviewed by playing the video backward and forward and in slow motion and frame by frame as needed to identify deer group and count within the group, and map group location. Deer were located by observing their level of emitted infrared energy versus

background levels. Video editing and image extraction was not conducted. The video was collected for use by a skilled thermographer not for entertainment or educational purposes.

Figure 1. Examples of wide and narrow fields of view (FOV). These images were extracted from video taken during the aerial infrared survey of the City of Morgantown, WV, on February 18, 2016 by Vision Air Research. Date and time recorded on the screen are GMT not local time. Figure 1a. Wide FOV was used to scan along transect for detect deer. The time "stamped" on the video is based on standard aviation time (Greenwich Mean Time - GMT), not local time.



Duplicates or repeat groups were identified. Groups were mapped at their approximate location not airplane position since the sensor looking position is in front of the airplane. I performed an additional check of the data through sampling the videotape for detection verification, and checking for duplicate groups. Orthophoto quadrangles were used as the base layer, which provided vegetation cover type to assist in mapping group locations.

Figure 1b. Narrow FOV was used to verify objects. No deer are found within this image but power lines are evident to show detection scale.



Results

The meteorological conditions were good for flight safety and infrared surveys. Image clarity was good. Locations of deer groups were plotted and the total number in each group was tallied. A total of 264 deer were found in 98 groups (Figure 2). This is a decrease the number of groups, total deer counted and group sizes were smaller. In 2011, a total of 689 deer located in 296 groups. As with found in 2011, most deer were found in forest settings. Deer group size ranged from 1 – 8 individuals. Higher group densities were found in the eastern half of Morgantown.

Detection Potential

Cover type influences the availability of the deer to be detected by the sensor. A dense canopy will make it more difficult to detect the deer since infrared, like human vision doesn't see through vegetation. It will detect through holes in the canopy. Research I've conducted to determine detection rates have been based on known target subjects. One or more individuals in a group had radio collars. The location of the target subject was monitored by a second aircrew in another airplane or via ground based crews to avoid any detection bias.

Figure 2. Deer group distributions of the City of Morgantown, WV found during the forward – looking infrared (FLIR) deer survey conducted by Vision Air Research. The aerial survey was conducted February 18, 2016 between 1900 – 2300 hours.



These controls allowed me to determine if the individual or groups were detected, were available to be detected and subsequently missed, or unavailable to be detected because they were no longer in the search area. In areas where no collared animals were available, previously detected animals were used as targets in subsequent replicates. This is similar to a mark – recapture method for determining detection. These efforts have revealed a consistency as to which variables influence detection. The vegetation cover type is the primary variable to confound detection rates. Infrared cannot detect or “see” through a canopy cover. As such, evergreen trees can thwart detection. But unlike with human vision,

IR is detecting a warmer object that will show up as “white hot” against the colder background as opposed to a brown animal against a brown or green background. Branches and tree boles can also influence detection based on the size of the animal. Cloud cover can enhance detection. Ambient temperatures do not influence detection unless it changes the subject animals habitat use or behavior. The multiple look angles provided by an oblique angle and the ability to aim and focus increases detection. Video capture instead of still images provides a dynamic view of the landscape.

Detection rates for open areas such as parks and meadow can be 100% (Figure 4), deciduous forests were roughly 86%, and conifer can range from 50 – 80% or less depending on the canopy closure. What was not obvious was the effect of bud break on detection. Although the deer, for example, could be seen visually through tree branches during bud break, the deer can be masked by the energy given off by the bud break. Buds effectively “glow” masking deer behind the canopy. Bud break may have diminished detection under some tree species and shrubs but it did not appear to be widespread during this survey.

All wildlife surveys are a snapshot in time whether they conducted from the air or ground. This survey can provide a good index or baseline for density and distribution of deer within the community.

Figure 4. Meadow or lawns provide easier detection than in the shrubs or trees.



Morgantown WV



**Thermal Infrared Imaging White - tailed Deer Count
City of Morgantown, West Virginia**



*Deer group found long a road during the aerial infrared survey for deer within
the City of Morgantown, WV, March 2011*

Submitted to:

Jeff Mikorski ICMA-CM
Deputy City Manager
City of Morgantown, West Virginia
Via email: jmikorski@cityofmorgantown.org

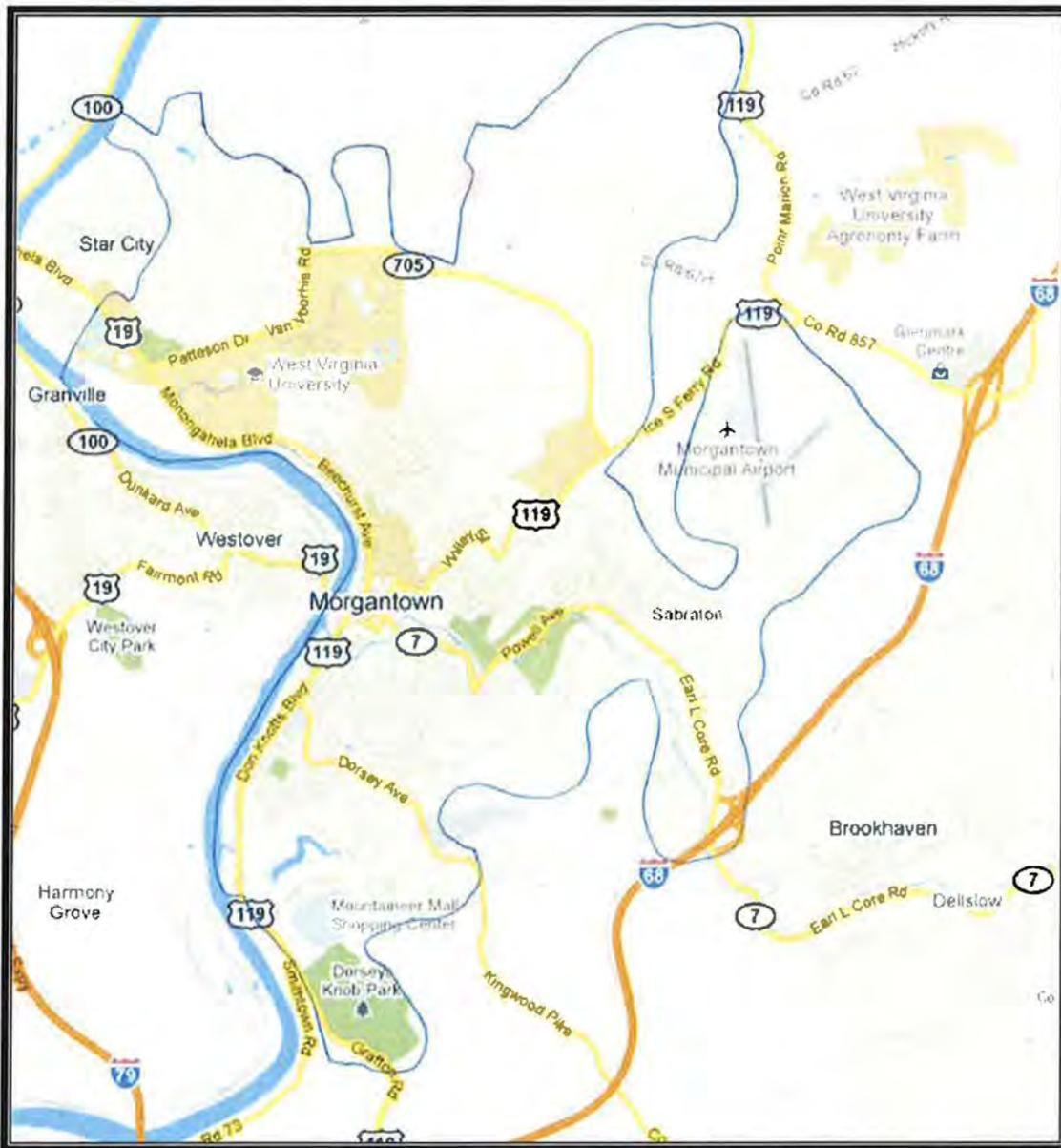
Submitted by:

Susan Bernatas, Certified Wildlife Biologist
Vision Air Research, Inc.
904 East Washington Street
Boise, Idaho 83712
wildlife@visionairresearch.com

May 18 2011

The City of Morgantown, West Virginia retained Vision Air Research to conduct a deer count. The project goal was to conduct an aerial infrared survey for white – tailed deer within the City of Morgantown, WV; map deer group locations, and provide a count of deer observed. A map of the study area was provided by the City of Morgantown (Figure 1).

Figure 1. A solid blue line delineates City of Morgantown, WV.
Source: City of Morgantown, WV.



Methods

The City of Morgantown, WV, boundary is irregular in shape. The survey area was squared to allow a cost effective survey. North – south transects were established to conduct the survey (Figure 2). Transects were spaced 800 ft apart and flown at 1,000 ft above ground level. The pilot used a Garmin 496 which provided the transect locations and tracked transects flown. The sensor look angle was approximately 45° elevation or look angle. The sensor was aimed to gain more oblique or vertical look angle as needed for species identification. Wide field of view was used to search for the deer while the narrow field of view was used to verify the object as needed.

Figure 2. City of Morgantown, WV survey transects for deer conducted in March 2011.



The survey was conducted March 13, 2011 between 1800 and 2200 hours. Portion of the flight along transects were recorded on mini digital videotape. The pilot and sensor operator communicated to verify the location of the boundaries to turn the tape off and on. The sensor operator turned the tape off at the transect end and commenced recording at the transect start. Deer were located by observing their level of emitted infrared energy versus background levels.

The tapes were reviewed by playing the tape backward and forward and in slow motion and frame by frame as needed to identify deer group and count within the group, and map group location. Deer were located by observing their level of emitted infrared energy versus background levels. I performed an additional check of the data through sampling the videotape for detection verification, and checking for duplicate groups. Groups were mapped at their observed position not the position of the airplane. Group location is approximate. Orthophoto quadrangles (year 2000) were used as the base layer, which provided vegetation cover type to assist in mapping group locations.

Equipment

We used a PolyTech Kelvin 350 II (Sweden) mounted on the wing of a Cessna 206 (Figure 3). The sensor gimbal allows 330 ° of azimuth and 90 ° of elevation allowing us to look in all directions except directly behind the airplane. The infrared sensor installed in the gimbal is the high resolution Agema Thermovision 1000, which is a long wave system (8-12 micron). It has 800 by 400 pixels providing good resolution with the ability to determine animals by their morphology or body shape. The thermal delta is less than 1 ° C, which means it can detect objects with less than 1 ° C different than the background. There are 2 fields of view (FOV): wide (20 °) and narrow (5 °). At 1,000 ft. above ground level looking straight down using the wide FOV the footprint or area covered by the sensor is 360 ft. x 234 ft. while the narrow FOV provides a footprint 90 ft. x 59 ft. The sensor operator / wildlife biologist sat in the rear seat and watched a high resolution 15 in. monitor to aim and focus sensor.

Figure 3. Forward-looking infrared attached to the left wing of the Cessna 206.



Results

The meteorological conditions were good for flight safety and infrared surveys. Locations of deer groups were plotted and the total number in each group was recorded. A total of 156 deer groups were identified with a total of 654 deer (Figure 4). Example deer groups are presented in Appendix A. A shapefile was sent for import into a GIS.

Figure 4. Deer group locations within the City of Morgantown, WV, found during the March 13, 2011 FLIR survey by Vision Air Research.



Detection Potential

Cover type influences the availability of the deer to be detected by the sensor. A dense canopy will make it more difficult to detect the deer since infrared doesn't see through the vegetation canopy. Detection rates for open areas such as agricultural fields and meadow were 100%, deciduous forests were roughly 86 %, and conifer can range from 50 – 80 % depending on the canopy closure.

There were no "controls" or known deer to allow developing a search image of deer in this study area. Other research I've conducted to determine detection rates have been based on known target subjects. For example, one or more individuals in a group had radio collars. The location of the target subject was monitored by a second aircrew in another airplane or via ground based crews to avoid any detection bias. These controls allowed me to determine if the individual or groups were detected, were available to be detected and subsequently missed, or unavailable to be detected because they were no longer in the search area. In areas where no collared animals were available, previously detected animals were used as targets in subsequent replicates. This is similar to a mark – recapture method for determining detection. These efforts have revealed a consistency as to which variables influence detection. The vegetation cover type is the primary variable to confound detection rates. Infrared cannot detect or "see" through leaf cover. As such, evergreen species can thwart detection. Branches and tree boles can also influence detection based on the size of the animal. Some animals may be able to effectively hide behind tree boles or masked by dense branches. This variable is fairly easy to comprehend – if the animal is hidden it is not available to be detected. If the animal can't be seen by visual methods (e.g., a deer is bedded behind a tree bole) it can't be seen or was considered "unavailable". What was not obvious was the effect of bud break on detection. Although the deer, for example, could be seen visually during bud break, the deer can be masked by the energy given off by the bud break. Buds effectively "glow" masking deer behind the canopy. Bud break was not an issue during the survey.

The other variable which had a strong influence on detect was "sky" or the effect the cloud deck had on how quickly infrared energy was emitted. A cloud layer allows the animals to glow hot compared to the radiant energy emitted by rocks, soil, and vegetation. A cloud layer enhances detection. The solar gain during daylight hours can reduce detection depending on the vegetation cover types and background conditions (i.e., snow, sand).

Appendix A – in a separate file.

City of Morgantown's Urban Archery Deer Hunt: Five-Year Summary



Submitted to the City Manager & City Council, February 2016

Rick Bebout, Volunteer Coordinator

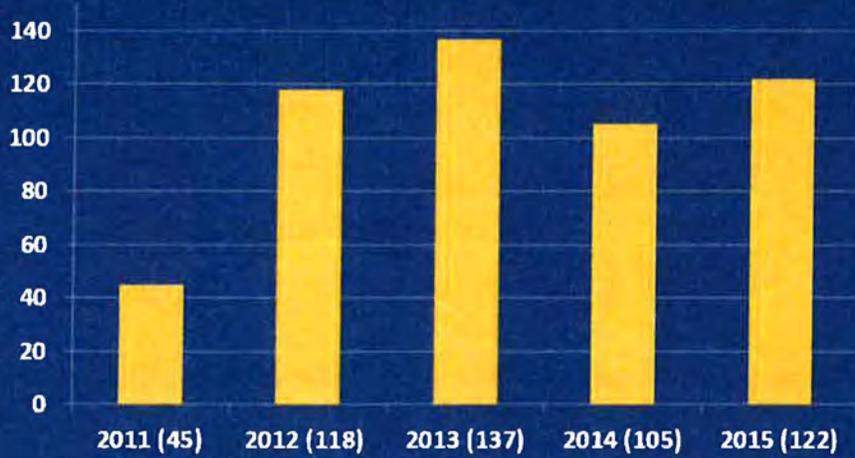
Summary of Hunter Accomplishments

- Harvested 527 deer.
- Worked with the City Manager to start a venison donation program to deliver processed deer to city food kitchens and organizations to help those in need.
 - A completely hunter-driven program. Hunters scheduled, loaded and delivered the meet to local organizations.
 - Donated 5,542 pounds of ground venison.
- Established a solid network of landowners/land managers that have allowed hunter access to their properties.
- Organized and taught five mandatory bowhunter education courses for new hunters prior to their first year of hunting in the city.
- Educated the general Morgantown public on the need for the urban hunt and how the outcomes benefit the city and its residents.
- Worked with the Morgantown Police Department and WVU Police on numerous non-hunting incidents:
 - Stolen property
 - Illegal hunting within the City
 - Trespassers
 - Illegal tent camps on public and private property
- Worked with the WVU Extension Service on a project, led by Dr. Sheldon Owen, to conduct an on-ground thermal deer survey on properties across the city in the spring of 2014.
- There have been no safety accidents or issues.

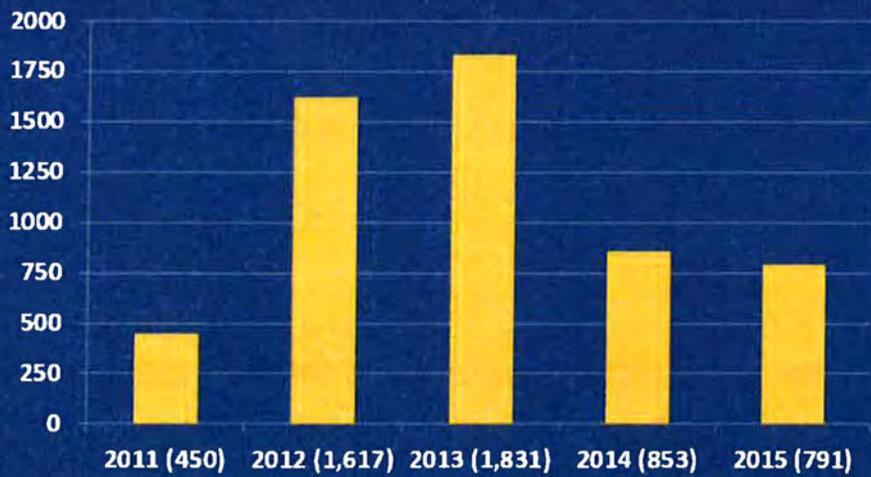


New hunters participating in the mandatory bowhunter education course taught by Kent Garvin and Justin Hettick, certified instructors and urban hunt participants.

Harvests by Year



Venison Donations (Pounds)



2016 Landowner/Land Manager Survey Results

- A total of 12 out of 15 landowners/landowners responded to the survey.
- 9 of 12 responders noted they have observed fewer deer since the urban hunt began in 2011. 3 responders reported seeing the same number of deer.
- Given multiple options:
 - 9 responders noted a concern for damage to landscaping/garden/crops.
 - 6 responders noted a concern for deer-automobile accidents.
 - 5 responders noted a concern for fear of deer ticks and the spread of Lyme disease.
 - 2 responders selected that they did not have a main concern, but feel it is good for the neighborhood.
 - 2 responders entered responses under "Other":
 - Heavy deer browsing of native plants facilitates invasive plants.
 - Benefit to local food organizations.
- 9 of 12 responders noted they have observed less deer-related damage. 3 responders reported seeing the same amount of damage.
- All 12 responders described their interactions with hunters as "Positive, the hunters were polite and respectful while hunting my property."
- All 12 responders felt "the urban bowhunt is a positive project to manage the City's deer herd."
- Additional comments made by landowners/land managers:
 - Small reduction in herd size has resulted in 1. somewhat less browsing of native plants, enabling them to compete against unbrowsed invasive plants, and 2. larger and apparently healthier deer.
 - The hunters using our land have been outstanding. We've only had our property for two years and this was our first urban hunt, so we look forward to seeing how the hunt affects the local deer population over time.
 - ALL of the hunters have been absolutely wonderful.
 - It's great for the community in so many ways. It reduces the number of deer whom create damage and spread disease while also providing meat for local organizations. The hunters are very respectful of the property and provide information of the wildlife within city limits. The average citizen wouldn't even know some of these animals exist in their neighborhood.
 - My neighbors are grateful, too, for less damage to their shrubs and gardens and also less injured deer passing through our properties. We are very grateful for the program.
 - Great group hunting. Need to continue still need thin herd out
 - The urban deer hunt station was 30 yards from my back door I never knew they were there. They picked a well-used deer trail into town and our neighborhood. Deer droppings abound. I thank them for their volunteer efforts They add to the health and beauty of Morgantown. Please keep up the efforts!

Morgantown Urban Archery Deer Hunt Landowner Survey

Since 2011, the City of Morgantown's urban archery deer hunt has worked to address the deer-related issues across the City. In the first five years, our hunters have harvested 527 deer and donated 5,542 pounds of ground venison to organizations within the City to help those in need. Most importantly, we've not had a single accident or safety issue.

As a participating landowner/land manager, I would appreciate you completing this short, anonymous survey. Results will be included in a report submitted to City Council later this spring.

* Required

Location of the property you own/manage? *

1. I participate in the City's urban hunt because I have the following concerns (check all that apply): *

- damage to landscaping/garden/crops
- fear of deer ticks and the spread of Lyme disease
- deer-automobile accidents
- I do not have a main concern, but feel it is good for the neighborhood
- Other: _____

2. Based on your observations on your property since the City's hunt began in 2011, how many deer are you seeing? *

- fewer deer
- about the same number of deer
- more deer

3. Based on your observations on your property since the City's hunt began in 2011, what amount of property damage are you witnessing? *

- less damage
- about the same amount of damage
- more damage

4. How would you describe your interactions with the bowhunter(s) assigned to your property? *

- Positive, the hunters were polite and respectful while hunting my property
- No opinion, my interactions were very limited
- Negative, the hunters were rude and careless while hunting my property

5. Overall, I feel *

- the urban bowhunt is a positive project to manage the City's deer herd
- no opinion
- the urban bowhunt is a negative project to manage the City's deer herd

6. Additional comments regarding the City of Morgantown's urban archery deer hunt?

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, 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.

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 April 5, 2016: The Regular Meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, April 5, 2016 at 7:00 p.m.

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

The meeting was called to order by Mayor Shamberger.

APPROVAL OF MINUTES: Regular Meeting Minutes for March 15, 2016, Special Meeting Minutes March 29, 2016, Committee of the Whole Meeting Minutes for March 29, 2016 were approved as printed. Council requested that the City Clerk review Special Meeting Minutes of March 15th, 2016 verify whether the executive session was held or not, and bring minutes to April 19, 2016 for approval.

CORRESPONDENCE: Mayor Shamberger presented proclamations to MHS Boys and Girls Basketball as Monica Everly, MHS representative, presented Certificates to honor Coaches, players and support staff being honored for OVAC and All-State team. Mayor Shamberger requested Dave Dalton come forward to receive his retirement proclamation and key to the City for his devoted 37 years of service. Mayor Shamberger noted a proclamation for National Service Recognition Day and then presented certificates to WVU Students and Staff from WVU Center for Service Learning in helping elderly and disabled residents with removal of snow.

PUBLIC HEARING - AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF FIVE (5) PARCELS OF REAL ESTATE IN THE SIXTH WARD OF THE CITY OF MORGANTOWN FROM R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT AND B-5, SHOPPING CENTER DISTRICT TO B-2, SERVICE BUSINESS DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.

Mayor Shamberger declared this Public Hearing open.

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

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

Mayor Shamberger declared this Public Hearing open.

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

UNFINISHED BUSINESS:

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF FIVE (5) PARCELS OF REAL ESTATE IN THE SIXTH WARD: The below entitled Ordinance was presented for second reading.

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF FIVE (5) PARCELS OF REAL ESTATE IN THE SIXTH WARD OF THE CITY OF MORGANTOWN FROM R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT AND B-5, SHOPPING CENTER DISTRICT TO

B-2, SERVICE BUSINESS DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.

City Manager, Jeff Mikorski, explained, after discussion, motion by Kawecki, second by Ganz, to adopt the above entitled Ordinance. Motion carried 5-2. (Ron Bane & Jay Redmond voted no)

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 second reading.

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

City Manager, Jeff Mikorski, explained, after discussion, motion by Selin, second by Kawecki, to adopt the above entitled Ordinance. Motion carried 7-0.

BOARDS AND COMMISSIONS: After discussion, Council directed City Clerk Linda Tucker to hold nominations from packet and present all vacancies to be interviewed in a Special Meeting until the rules are formulated for the Boards and Commissions. Council by acclamation appointed to the Fire Code Appeals Board Pat Esposito and Mike Wolfe. City Manager Jeff Mikorski recommended Charles McEwuen as his recommendation for the Planning Commission appointment to replace Ken Martis. After discussion, Council requested that the City Clerk, Linda Tucker schedule a Special Meeting on April 12th at 5:30 pm to interview Planning and BZA candidates.

PUBLIC PORTION:

Mayor Shamberger declared the Public Portion open.

George Lies, 219 Kingwood Street, Chair of Sister Cities Commission, updated Council on commission's programs, events and programs. (Exhibit A)

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

SPECIAL COMMITTEE REPORTS: Mayor Shamberger appointed Councilor Redmond, Councilor Selin and Deputy Mayor Kawecki to serve on a Special Committee to review how the City handles Boards and Commissions. Mayor Shamberger requested the committee have a report back to Council on their findings at the COW Meeting on April 26, 2016.

NEW BUSINESS:

A RESOLUTION SUPPORTING AN APPLICATION FOR FUNDS TO IMPLEMENT OF A COMPLETE STREETS PLAN ON UNIVERSITY AVENUE AND THE ADJACENT CORRIDOR: The below entitled Resolution was presented for approval.

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

City Manager, Jeff Mikorski, explained, motion by Selin, second by Ganz, to adopt the above

entitled resolution. Motion carried 7-0.

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST VIRGINIA UNIVERSITY FOR INTERCONNECTION OF NETWORKS: The below entitled Resolution was presented for approval.

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

City Manager, Jeff Mikorski, explained, after discussion, motion by Selin, second by Kawecki, to adopt the above entitled resolution. Motion carried 7-0.

CITY MANAGERS REPORT: (Exhibit B)

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 equipment needed to improve pothole repair 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. City Manager, Jeff Mikorski, recommended Council approve the contracted total price from State Equipment for \$77,600.00.

City Manager, Jeff Mikorski explained. Council suspended the rules to have Public Works Director Damien Davis answer questions. After discussion, motion by Selin, second by Ganz to approve \$77,600.00 for equipment from State Equipment for repair of potholes. Motion carried 7-0.

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, City Manager, Jeff Mikorski, recommended budgeting \$31,000.00 from the current year's Capital Escrow contingency line to the Airport Equipment line for the above airport capital projects.

City Manager, Jeff Mikorski explained, after discussion, motion by Redmond, second by Selin, to

approve \$12,120.00 be spent to put a new HVAC system in the Morgantown Jet Center and \$18,771.33 will cover to make an airport office ADA compliant. Motion carried 7-0.

REPORT FROM CITY CLERK: City Clerk, Linda Tucker reported that applications are still being accepted for the upcoming Police testing on May 21, 2016.

REPORT FROM CITY ATTORNEY:

No report

REPORT FROM COUNCIL MEMBERS:

Councilor Bane:

No report

Deputy Mayor Kawecki:

No report

Councilor Nugent:

Councilor Nugent stated to the City Manager, Jeff Mikorski that he thought Republic Service was doing a presentation at tonight's meeting. City Manager, Jeff Mikorski, responded that he tried to get them scheduled for tonight's meeting and was unable to do so, but will make sure they attend the next meeting.

Councilor Selin:

Councilor Selin announced that the Farmer's Market is open on April 9th, 2016 from 11:00 a.m. – 1:00 p.m.; April 14th and 15th, 2016 Women's Leadership Conference; Into the Woods this weekend with the Morgantown Theatre Company.

Councilor Redmond:

No Report

Councilor Ganz:

Councilor Ganz thanked Sister Cities, and said she greatly enjoyed the event. She is looking forward to the Skyping Program and the students who speak Chinese and as well the celebration of the Sister City and Mexico; The tour with the Fire Chief helped us learned a lot and she is very thankful for living in this city; Two weeks ago the governor signed the SB 267 which is the removal from office bill. This change will take effect on June 12, 2016 so that will no longer be several different petitions occurred against the 4 council members. She would like the council members who signed the petition, if they could remove their

signatures from the list to help the City save a lot of funds.

Mayor Shamberger:

Mayor Shamberger thanked Councilor Ganz for presenting a Proclamation to Isolene Michael who celebrated her 100th birthday this month; she thanked Councilor Selin for attending a meeting with the Girl Scouts along with Delegate Fleishauer. On May 14, 2016, a pink dogwood will be planted at the Botanic Garden by the Girl Scouts in honor of Rosie the Riveter. Mayor Shamberger asked the City Manager when would Council be getting an update from the Urban Deer Committee regarding the aerial flyover and deer count. Mayor commented on Republic's absence at the meeting. She expressed her concerns about the plans for move in and move out dates of students, as well as new lease dates of May 16, which results in more garbage. Mayor Shamberger appreciates all of the hard work that the Fire Department has done. The tour was wonderful and had received some good information and she commends the Fire Chief. Mayor Shamberger mentioned the tour with the Xuzhou, China Committee signed a document to further our relationship and with our Sister City, She commended South Middle School's fine Arts department. Mayor Shamberger made the following announcements: 4/13/2016 – WVU CAC Illusionists; Chamber of Commerce Breakfast; 4/16/2016 – Chocolate Lovers Day; 4/19/2016 WVDOH Mileground/Easton Hill Forum; 4/20/2016 – Levy Forum.

EXECUTIVE SESSION: Motion by Selin, second by Ganz, to go into Executive Session per West Virginia Code Section 6-9A-4(2) (B) (9) in order to discuss land matters. Present: Council, City Manager and City Attorney. Time 9:15 p.m.

ADJOURNMENT: There being no further business, Council adjourned by unanimous consent at 10:05 p.m.

City Clerk

Mayor

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

Morgantown Sister Cities Highlights

1. **Diversity of Commission** composition since formed in 2008. Volunteers 8 Commissioners. **One Vacancy**. Serve as Advisory Group to City Council on International Activities. Hoping to connect city with flourishing university international student recruitment.
2. Involvement of **Business Community** in Recent Visit by China demonstrates the opportunity for the City of Morgantown in opening potential commercial relationships with Xuzhou China. **Chamber of Commerce and Mylan**. Eventually, Guanajuato Mexico.
3. Promotion of City through an Interview with Morgantown Mayor last Fall 2015 during the visit by the major China news media, called **Xinhua News Agency**. In Chinese. Plus, Use of local restaurants and hotels. Some **businesses** shown in media clip along with an
4. Continuation of **Children's Art Exchanges**, and involvement of Eastwood School, which initiated this exchange. Hope to expand in a virtual way with a U.S. Embassy Grant Award. City can apply by end of year. Need appropriate format. Follow Youth Ambassadors program with Guanajuato.
5. Increase cultural advancement in exchange of people and performing arts. Seek a grant from the U.S Embassy. Amount of grant proposal about \$12,000 dollars. Send performing musicians and dancers.
6. Upcoming – Visit by **Xuzhou China** delegation in June from multiple areas such as health and agriculture and education. In planning now. And the Morgantown Visit to Celebrate Sister Cities Agreement in **Guanajuato Mexico** on September 8-10, 2016, a **“Celebration of Collaboration” Title**.

By George M. Lies, Chair sister cities commission, 304-276-9973



**The City of Morgantown
Sister Cities Commission**

389 Spruce Street, Room 10
Morgantown, West Virginia 26505
(304) 284-7439 Fax: (304) 284-7525
ltucker@morgantownwv.gov

Report to City Council 2016

Prepared by MSCC Commission

April 5, 2016

**MORGANTOWN SISTER CITIES REPORT
March 23-24 XUZHOU SISTER CITIES VISIT**

1. EMAIL FROM CITY COUNCIL REP. NANCY GANZ MARCH 24, 2016 REP. GANZ IS THE CITY COUNCIL REP. ON MORGANTOWN SISTER CITIES
2. MORGANTOWN ITINERARY MARCH 23-24 2016

Just to let you know that Morgantown Sister Cities Commission hosted 5 representatives from our Friendship city XUZHOU. Five government representatives spent the day in Morgantown with our Commissioners. The first picture is of the luncheon hosted by the Commission with 4 Chamber of Commerce representatives. Kay Fanok of the Convention and Visitors Bureau dropped off packets about our town and walking tour information of downtown at that time. The next 2 pictures were taken after our tour of Mylan, arranged by Katie Wilson, Global Attorney and given by Jeff Davis. Zhengjiun, President, of the Chinese student association interpreted and took pictures. The representatives then took a picture of our town from the top of Price Street and other buildings about town. Mayor Shamberger and Commissioner Ganz welcomed the Chinese delegation to City Council Chambers. Facilitated by George Lies, Commission Chairperson, Mayor Shamberger signed our Sister Cities agreement, which opens our town to inter-cultural grant opportunities.

The last two pictures are of the Chinese delegation presenting Mayor Shamberger and Councilor Ganz momentos from Xuzhou.

We welcomed the following Chinese delegation members:

Mr. Chen Xinsheng	Vice Chairman of CPPCC Xuzhou Committee
Mr. Ping Xiangyang	Vice Mayor of Gulou District
Ms. Jin Yunnu	Vice Mayor of Yunlong District
Mr. Wang Yue	Vice Chairman of Xuzhou People's Association for Friendship with Foreign Countries
Mr. Ma Kun	Deputy Section Chief of Xuzhou Foreign Affairs Office

The Chamber members attending the welcome luncheon were:

Kyle Hess, United Bank [\(304\) 276-0805](tel:3042760805)

Dan Miller, Potesta Associates [\(304\) 225-2245](tel:3042252245)

Dan Kimble, President, Morgantown Area Chamber of Commerce [\(304\) 292-3311](tel:3042923311)

Jack Thompson, Director of Business Development, Morgantown Area Chamber of Commerce (304) 292-3311

From WVU international programs, Jessica DeMir attended the welcome luncheon. Liz Flinklea, sister cities attended the welcome luncheon also. Sister Cities commission and Mayor Shamberger hosted the delegation at a reception in their honor Chestnut Hotel. Anne Stroud entertained the group with her WV Fiddle tunes. Thanks to the interpreters, Annie Zeng of NRCCE-WVU and WVU student Genglei Wei who each spent part of the day with us. Looking forward to hosting additional delegates from Xuzhou in June. At the current time, Eastwood students are exchanging artworks with students from Xuzhou. We are looking towards additional cultural exchanges. Respectfully,
Nancy Ganz, City Council, Sister Cities Commission.

ITINERARY

FROM:
George M. Lies
Morgantown Sister Cities
WVU International Programs
Mobile 304-276-9973
Work Direct 304-293-7240

XUZHOU CHINA VISIT

VISITORS Just to confirm the group members as follows:

Mr. Chen Xiansheng	Vice Chairman of CPPCC Xuzhou Committee
Mr. Ping Xiangyang	Vice Mayor of Gulou District
Ms. Jin Yunnu	Vice Mayor of Yunlong District
Mr. Wang Yue	Vice Chairman of Xuzhou People's Association for Friendship with Foreign Countries
Mr. Ma Kun	Deputy Section Chief of Xuzhou Foreign Affairs Office

There are five people in total.

WEDNESDAY MARCH 23, 2016 ITINERARY –

10:13 a.m. – Arrival Pittsburgh Intl. Airport – Drive to Morgantown.

12:00 p.m. – Xuzhou Arrival in Morgantown at Chestnut Boutique Hotel on Chestnut Street.

12:30 p.m./12:45 p.m. – 1:15 p.m. **Regatta Lunch, Water front Hotel** - Lunch with Morgantown Chamber of Commerce President and Executive Director, 2 businesses. Mayor and Rep. Nancy Ganz.. We have interpreters. See below.

1:30 p.m. to 2:00 p.m. – Local **quick tour** in van and photo opportunities.

2:00 p.m. - 2:15 p.m. – Arrive **Mylan Pharmaceutical** early for security clearance at front gate.

2:30 p.m. – **Tour of Mylan Pharmaceutical**. Katie Wilson arranging.

4:00 p.m. to 4:45 p.m. – **Morgantown Van Tour of campus and walking tour of downtown community – OPEN FOR ANOTHER VISIT OR MEETING**

5:00 p.m./5:15 p.m. – **City Council Chambers at City Hall**, Mayor and MSCC Commissioner Ganz, with Xuzhou delegation and escorts and interpreters. Details to follow.

Note: Xuzhou has made two folders with the SISTER CITIES AGREEMENT which will be brought by delegation. This signing of the agreement ups the status of the relationship and does not alter the original Friendship City agreement signed by past Mayor Manila (2010) which made Morgantown and Xuzhou Friendship Cities.

5:45 p.m. to 7:00 p.m. – **Rest Break** at Hotel.

7:15 p.m. to 8:30 p.m. – **Welcome Reception - Vista Art View of Morgantown (Rock top) – ALL Commissioners Invited and Presenters. PLEASE COME.** We are expecting 24 people. **Chestnut Boutique Hotel, Lobby Main Floor.** This is NOT a dinner. Morgantown Sister Cities will cover costs of food and soft drinks. **Appetizers from J.W. Thirsty.** Like wings, sauces, chips, fried shrimp, sliders, bread sticks, cheese sticks, and other munchies.

Interpreters: Annie Zeng of NRCCE WVU-China Coal Group and Zhengjun Wang, Sister Cities Commissioner, and WVU student of Xuzhou Genglei Wei will help with interpreting. The Hotel has a Chinese interpreter (Lyn).

8:45 p.m. – Rest Break or Dinner on Own for Xuzhou Delegation

THURSDAY MARCH 24 2016

8:30 a.m. – **Breakfast at Hotel or Another Location in Downtown.**

9:00 a.m.
If anyone can make the breakfast on Thursday March 24, let me know by Wednesday at 4 p.m. Xuzhou group will leave at 10 a.m. I am planning to be there too, as is Zhengjun.

10:00 a.m. Xuzhou Departure

NOTES: Wednesday Lunch: Here are the representatives of the **Morgantown Chamber of Commerce** who will join the **12:30 p.m.** Wednesday Lunch at the **Regatta, Waterfront Hotel, March 23.** Attendees will be:

Morgantown Sister Cities Expenses for Xuzhou, China Sister Cities Visit
Sponsored and Hosted by Morgantown Sister Cities Commission. **Dates: March 23, 24, 2016**

1. Luncheon with Chamber of commerce, Commission (Regatta)- a. 19 Persons Attending Lunch (credit card)	\$272.16
2. Name Tags, Supplies from CVS (cash)	\$ 10.96
3. Catering Supplies: Sodas,(plates, napkins from Kroger (debit card)	\$ 39.09
4. Catering (wings, shrimp, cheese, etc.) by J.W. Thirsty, Morgantown a. 26 Attendees at Reception (credit card)	\$ 225.00
5. Music Honorarium for Folk Artist Annie Stroud, Morgantown a. Paid by Check (George M. Lies)	\$ 100.00
Subtotal Expenses	\$647.21

Pay to order of: George M. Lies, 219 Kingwood Street, Morgantown WV 26501 (304-276-9973)

Financial and Report Notes:

There is a **Commission Report** listing attendees, activities, and photos of the city events. See attachment. **Total Project Cost \$2,217.30** - Including Donated Time and Expenses of \$1,570.09

Donated Van Expenses: The WVU International Programs Office provided a donated cost-share for the use of an Enterprise Van, at a cost of **\$52.09**.

Donated Volunteer Time: There was donated volunteer time by several commissioners, who serve on the Commission. This resulted in a total of 82 hours which can be counted.

Total value of donated time is \$1,518.00 estimated 92 hours at \$16.50 per hour (est. average).

Details: The 92 hours consists of 40 hours by George M. Lies, 3 months communicating with Xuzhou China Foreign Affairs Office, coordinating city visit, arranging venues, itinerary, assuring payments.

Other donated hours made by Commissioners: Z. Wang, planning, interpreting (20 hours), K. Wilson (12 hours), Mylan tour arrangements; N. Ganz (10 hours), advisory, planning, hosting; and two interpreters: Annie Zeng (4 hours) of NRCCE-WVU and WVU student Genglei Wei Xuzhou student (6 hours).

Kyle Hess, United Bank (304) 276-0805
Dan Miller, Potesta Associates (304) 225-2245
Dan Kimble, President, Morgantown Area Chamber of Commerce (304) 292-3311
Jack Thompson, Director of Business Development, Morgantown Area Chamber of Commerce (304) 292-3311 jack@morgantownchamber.org
WVCIP Coordinator Jessica DeMir, WVU International Programs 304-293-6955





ABOUT Morgantown Sister Cities

Morgantown's Sister Cities Commission (MSSC) is part of a much larger network that falls under the auspices of [Sister Cities International](#). It involves more than 2500 communities in 126 countries of the world. The mission of the Sister Cities program, and the MSSC, is to "promote peace through mutual respect, understanding and cooperation – one individual, one community at a time."

The City of Morgantown and the MSSC strive to develop relationships with places and then extend hospitality to visitors through programs that encourage the entire community to become involved in citizen diplomacy and help Morgantown develop as a global community. The program strives to promote friendship, goodwill, and cooperation through cultural exchanges between different places.

Twin Cities Morgantown connects with cities across the world.

WRITTEN AND PHOTOGRAPHED BY CASSIA KING

Published: Aug 16, 2012



Morgantown has a new friend in Xuzhou, China, and in May 2012, the two cities made their friendship official by signing a treaty at **Waterfront Place Hotel**.

Mayor Jim Manilla and members of **City Council** met with Cai Chenghuan, chief of the People's Government of Xuzhou, Quanshan District, China, to give Cai and his representatives a tour of Morgantown. The Friendship City agreement began with the **Morgantown Sister City Commission**, part of a much larger network, **Sister Cities International (SCI)**. Former president Dwight D. Eisenhower started SCI to promote "peace through mutual respect, understanding, and cooperation—one individual, one community at a time." Years later, SCI has grown to have agreements all over the world. In Morgantown, the Sister City Commission hopes to develop relationships and extend hospitality to visitors, creating a global community in Morgantown.

Besides the Friendship City status with Xuzhou, Morgantown also has a Sister City in Guanajuato, Mexico. This bond started on an academic level in 1989. WVU had been working with the University of Guanajuato for years promoting student exchanges and study when the idea of linking the cities came up. George Lies, sister city commissioner and director of grants at WVU's international program, says, "Morgantown leaders had the foresight to build on the huge success of the universities' partnership."

The group decided to form a commission with City Council, pay dues to SCI, and begin a relationship with the mayor of Guanajuato. In 2008, an agreement was signed, and by 2010, the city of Morgantown created the Morgantown Sister City Commission (MSCC). The goal was to expand a 20-year-old academic relationship into a formal municipal agreement. This type of relationship aims to broaden growth in tourism, economic development, the arts, and youth programs.

Members of the MSCC visited Guanajuato in recent years, attending a Sister City festival, meeting community leaders, and participating in international fairs. George recalls feeling at home in the city. "The city of Guanajuato, Mexico, fascinates me for its rich history and its family unity. It has a lot in art and literature, rancho ballads, and culture. The meals are scrumptious. I have also learned how our histories are intertwined, particularly during the civil wars in each country."

Morgantown's friendship with Xuzhou, China, is mutually beneficial, too. Because Xuzhou is a mining city and also hosts a large university, similar to WVU, a friendship with Xuzhou could lead to cultural, economic, and business exchanges.



The City of Morgantown

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

Morgantown Sister Cities Commissioners

RE: Scheduling Sister Cities Commission 2nd Planning Meeting (Minutes)

We scheduled a 2nd Commission planning meeting. This is **Tuesday, December 15, 2015, at 12 noon** at Panera's Downtown, Wiley and High Streets. *Arrive at 12:00 p.m., order lunch, and we will start at 12:15 p.m.* We will set a regular monthly meeting schedule and discuss the agenda below. In past we have met the 3rd Wednesday or the 3rd Tuesday 1 nlate afternoon. **Thank you for your time and effort in the past years.** - *Best, George M. Lies, Chair, Mobile 304-276-9973*

Report Summary - September 8 to December 15, 2015

Presented at the 1st and 2nd Planning Meeting

Sister Cities Activity Report: We hope to schedule regular monthly meetings. We have had one priority: we filled 2 vacancies, have 1 vacancy and plan projects for the 2016 year. **Note:** The level of international work at the university has expanded in the past year with 2,406 international students; and there have been accomplishments for the Commission.

The report follows and serves as an AGENDA for the planning meeting.

1. **Commissioners.** With assistance of City Clerk, the City Council recently approved Lola Contreras as a **new Commissioner** to fill an expired term. And will recommend Katherine Wilson. Commissioner Betsy Pyle resigned due to family commitments but wishes to continue working with Guanajuato programs.
2. **Letter of Invitation.** The Mayor signed a letter of invitation for 7 Xuzhou, China government officials (including 3 mayors of towns in that area) to visit Morgantown for only a day and a half by the end of **January 2016**. This will require assistance.
3. **Budget & Expenses.** The City Manager and Mayor **allocated \$1,000** for use in hosting the Xuzhou visitors or for related commission expenses.

4. **Partners School Art Exchange.** There has been discussion of a Partners in Education project initiated by City Council members Jay Redmond and Jenny Selin and Mayor. The k-12 education contact is Jessi Morgan - jessicamorgan@k12.wv.us This is an art project that children could do with friendship city Xuzhou. The idea was for children to have a visual pen pal. Eastwood school was contacted. There needs to be a **follow-up**.

Old Business

5. **News of City in China.** Morgantown-Xuzhou Friendship City article by Mr. Jianwu Guan and Mr. Xing Qi has been online at Xinhua Net: http://news.xinhuanet.com/world/2015-09/15/c_1116566282.htm This is in Chinese. The article quotes Mayor Shamberger and Dr. Sun of WVU.
6. **City in China News Media.** A visit by a national media organization occurred in mdi-August when many commissioners were on travel. The 2-day visit included interviews with the Mayor and Convention Center, and the news team took lots of video of Morgantown, to promote the city-to-city relationship.
7. **Commissioner Honor.** City Commissioner Zhengjun Wang was selected by the Chinese Embassy to represent Chinese students and attend the State Arrival Ceremony for President Xi of China) on the South Lawn of the White House last September. He will share his experience at the meeting.
8. **Rep. Nancy Ganz.** The Commissioners welcomed the City Council Member who joins the Morgantown Sister Cities Commission. We look forward to working with Council Rep. Nancy Ganz in connecting the city, community, and international projects. More information follows about the Commission.
9. **Guanajuato Update.** We will invite Don McLaughlin and Karen McLaughlin of Morgantown to attend a Commission's meeting in 2016. They spent one month studying Spanish there last July and, at our request, met with the new Mayor regarding our Sister Cities activities.

Submitted, George M. Lies, Chair

Morgantown Sister Cities Commission

*Morgantown ...
We are the mountains.
We are people from around the world.
We are the diversity growing a community.
We are at the crossroads of global and local.
Morgantown ...*

The Morgantown Sister Cities Commission (MSSC) was formed in 2008. It is comprised of nine (9) volunteer Commissioners who offer their time to serve the city Morgantown, to maintain the city as a Global Goodwill City, and to advise City Council on goodwill diplomacy and cultural exchanges around the world. Commissioners are appointed by City Council for alternate terms of service. City Council approved establishment of the MSCC in 2008 under Ordinance Article 172 creating a Sister Cities Commission.

MSCC plans programs, promotes the city, sends representatives to local schools, works with international fairs to educate, and hosts multiple visiting groups from countries such as Mexico and China. MSCC is part of network called Sister Cities International. It involves 2500 communities in 126 countries with a mission to develop cultural exchange relationships internationally and domestically, while the MSCC encourages residents of the greater Morgantown area to participate in citizen diplomacy. Finally, MSCC supports Morgantown's economic and cultural emergence as a global community through international friendship, goodwill, and cooperation.

Morgantown Sister Cities Commission
Sister City: Morgantown – Guanajuato, Mexico (2008)
Friendship City: Morgantown – Xuzhou, China (2012)

Mission and Goals

Morgantown is a Global Goodwill City. In 2008, the City of Morgantown created the Morgantown Sister Cities Commission (MSCC) through passage of a city ordinance after citizens laid the groundwork in 2007. To meet the goals of a long-lasting process, the City of Morgantown's Sister Cities Commission developed international relationships by extending exchanges as well as hospitality to visitors through programs that encourage the community to become involved in citizen diplomacy. In the end, these efforts will sustain Morgantown as a global community and its designation as an "inclusive city".

The program seeks to promote friendship, goodwill, and cooperation through cultural exchanges between different cities. Three key areas for program development are:

- tourism and economic development,
- education and the arts, and
- youth development programs.

The MSCC provides a formal advisory vehicle for the City Council

The MSC Commission is part of a much larger network under the auspices of Sister Cities International (SCI). It involves more than 2500 communities in 126 countries of the world. The mission of Sister Cities and MSCC, is to "promote peace through mutual respect, understanding and cooperation – one individual, one community at a time." Sister Cities International creates relationships based on cultural, educational, and trade exchanges, creating lifelong friendships that provide prosperity and peace through person-to-person citizen diplomacy.

Guanajuato, Mexico – Morgantown's sister city is Guanajuato (founded 2008), a colonial gold and silver mining city in central Mexico, about 200 miles northwest of Mexico City in the State of Guanajuato. The city contains the main campus of University of Guanajuato and has a population of approximately 100,000 people. The West Virginia – Guanajuato relationship began in 1987 with a WVU Extension Service exchange with the Guanajuato state office of Desarrollo Integral de la Familia (National System for Integral Family Development). The bond between WVU and the University of Guanajuato grew out of that exchange and commenced on an academic level in 1988. WVU has been working with the University of Guanajuato since then, promoting student exchanges, study abroad, faculty language study, and collaborative research.

This academic relationship, now in its 25th year, led to the establishment of the formal municipal relationship that now links the two cities and involves the broader community in cultural and economic as well as educational exchanges. George Lies, MSCC chair and director of grants for the WVU Office of International Programs, says, "Morgantown leaders had the foresight to build on the huge success of the universities' partnership." An agreement between the two cities was signed in 2008.

Three key areas for program development are tourism and economic development, the arts, and youth development programs. Delegations from each city have visited their sister city, and youth ambassadors from the two cities also have exchanged visits in recent years. Students stayed with volunteer host families, attended language classes, and attended cultural events.

Xuzhou, China – Morgantown also enjoys a friendship city relationship with Xuzhou, China. In 2012, the City of Morgantown established friendship city relations with Xuzhou, Quanshan District, in China's Jiangsu Province. Delegates from Xuzhou visited Morgantown last year and signed the Friendship City Proclamation with its Chief and top advisors. In 2013, the city's Mayor and City Council officials hosted a reception for 20 delegates of Xuzhou, China, providing them with pens and keys to the city. In 2014, our city hosted a Chinese photography exhibit and a children's art exhibit from Xuzhou.

The city is in east central China, about 400 miles south of Beijing; the district has a population of about 550,000. Coal mining and higher education form part of the economic base of both Xuzhou and Morgantown, and the area is the birthplace of the Han culture in China. Visitors from both cities traveled to their counterpart, and more cultural and economic exchanges are planned for the future. As the U.S. and China expand their ties in the global economy, the cities of Morgantown and Xuzhou, Quanshan District, can find new ways to contribute to these global relations on a local level through cultural, economic, and educational exchanges.

There are about 250 Chinese students already attending West Virginia University, and Chinese language skills are offered in Monongalia County schools. It is hoped that Chinese residents in Morgantown will join with the WVU Chinese Student Association in working with the MSSC to develop programs that highlight the importance of cross-cultural relationships for the benefit of the entire community.

Summary – The MSSC’s goals for the city of Morgantown are to support the evolving relationships with Mexico and China with formal, ongoing municipal citizens’ exchange programs. These relationships aim to broaden growth in tourism, economic development, the arts, and youth programs.

Information – For further information about sister city and friendship city programs worldwide, visit the Sister Cities International web site at www.sister-cities.org/. MSSC Chair: George.Lies@mail.wvu.edu MSSC Secretary: To Be named.

MORGANTOWN SISTER CITIES COMMISSIONERS and TERMS

- George Lies, WVU (term exp. 5/31/16)
- Helene Friedberg (term exp. 5/31/17)
- Elizabeth Finklea (term exp. 5/31/16)
- *Vacancy (term exp. 5/31/16)*
- Rosalyn Becker (term exp. 5/31/16)
- Katherine Wilson (term exp. 5/31/16)
- Zhengjun Wang (term exp. 5/13/16)
- Lola Contreras (term exp. 5/31/18)
- Nancy Ganz, Council Rep. (term exp. 5/31/17)
- *Vacancy, City Admin, Ex-Officio (term indefinite)*

Sister Cities International

Morgantown's Sister Cities Commission (MSSC) is part of a much larger network that falls under the auspices of Sister Cities International. It involves more than 2500 communities in 126 countries of the world. The mission of the Sister Cities program, and the MSSC, is to "promote peace through mutual respect, understanding and cooperation – one individual, one community at a time."

The City of Morgantown and the MSSC strive to develop relationships with places and then extend hospitality to visitors through programs that encourage the entire community to become involved in citizen diplomacy and help Morgantown develop as a global community. The program strives to promote friendship, goodwill, and cooperation through cultural exchanges between different places.

For a Recent Newsletter – go to - <http://us4.campaign-archive2.com/?u=1c837221each97a08e1abd683&id=655161b71a&e=401b389f5f>



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

Exhibit B

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
<u>Hammer attachment</u>	<u>\$ 7,200.00</u>
	\$ 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 April 19th, 2016:

The Special Meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, April 19th, 2016 at 6:01 p.m.

PRESENT: Mayor Marti Shamberger, Deputy Mayor Bill Kawecki and Council Members, Ron 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 VACANCIES ON THE MORGANTOWN FIRE CODE APPEALS BOARD AND HISTORIC LANDMARKS COMMISSION:

Questions were posed to the following candidates from Council:

Mark Lambert-Fire Department Operations
Victoria Crowder-Historic Landmarks- Did not show for interview.
Nikki Lewis- Historic Landmarks

During a break of waiting for the next candidate, Councilor Ganz requested that the City Clerk add the code description to the Special Meeting Agendas when interviewing candidates for clarity.

Katherine Hanko- Historic Landmarks

EXECUTIVE SESSION: Pursuant to WV State Code Section 6-9A-4(b) (2) (A) motion by Ganz, second by Selin, to go into executive session in order to discuss personnel matters. Present: Council. Time: 6:40 p.m.

SPECIAL MEETING: Council by acclamation opened back into their Special Meeting. Time: 6:50 p.m. Motion by Redmond, second by Kawecki to appoint Mark Lambert to the Fire Code Appeals Board. Motion carried by acclamation.

ADJOURNMENT:

There being no further business, Council adjourned the Special Meeting at 6:51 p.m.

City Clerk

Mayor

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

REGULAR MEETING April 19, 2016: The Regular Meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, April 19, 2016 at 7:00 p.m.

PRESENT: City Manager Jeff Mikorski, City Clerk Linda Tucker, Assistant City Manager Glen Kelly, Mayor Marti Shamberger, City Attorney Ryan Simonton 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: Motion by Bane, second by Redmond to approve the Special Meeting Minutes for April 12, 2016. Motion carried. 7-0.

CORRESPONDENCE: Mayor Shamberger presented a proclamation to Drew Gatlin, Chair of the Bicycle Board declaring May 2016 as Bike Month.

PUBLIC HEARING - NONE

UNFINISHED BUSINESS: NONE

BOARDS AND COMMISSIONS: City Clerk Linda Tucker informed Council that there would be a Special Meeting at 6 p.m. to interview Boards and Commission candidates before the COW.

PUBLIC PORTION:

Mayor Shamberger declared the Public Portion open.

Travis Henline, new Executive Director of Main Street Morgantown introduced himself to Council. Council by acclamation suspended the rules to welcome him to Morgantown.

James Giuliani, 256 Prairie Avenue, commented that Drew Gatlin is doing a fine job as the Chair of the Bike Board. He questioned when the excavation of the Airport runway is going to begin. He noted that the way the Planning Commission appointment was selected was not transparent and wants an investigation of appointments to boards and commissions. He stated that if I am in violation of the codes with my rentals either give me a citation or give me a letter of compliance

John Connerton, Division Manager, Republic Services, stated that he has worked in the industry for 28 years. He commented that he is working on correcting issues and came to the meeting to answer any questions or concerns Council might have this evening. Council suspended the rules by acclamation in order to ask questions about trash and recycling issues.

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

SPECIAL COMMITTEE REPORTS: Councilor Selin updated Council on the Botanical Garden Master Plan.

NEW BUSINESS:

RATES OF LEVY FOR FISCAL YEAR BEGINNING JULY 1, 2016: The below entitled Rates of levy for 2016 were presented for approval.

THE RATES OF LEVY LAID BY THE CITY OF MORGANTOWN AND APPROVED BY

THE STATE AUDITOR FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 ACCORDANCE WITH CHAPTER 11 ARTICLE 8 OF THE WEST VIRGINIA CODE.

City Manager, Jeff Mikorski, explained, after discussion, motion by Selin, second by Kawecki, to adopt the above entitled Levy Rate for 2016. Motion carried 7-0.

CITY MANAGERS REPORT:

New Business:

1. Diesel Tank Repairs

During construction on the Public Safety Plaza to remediate drainage issues, it was identified that remediation work needed to be completed on pipes and a pump leading to an underground diesel gas tank that supplies gas to the Public Safety Building's backup generator. City Manager Jeff Mikorski recommends authorizing \$31,000 to be budgeted to the Public Safety Building plaza project to cover the additional cost of the tank remediation.

Motion by Selin, second by Ganz to authorize \$31,000 be budgeted to cover cost for the tank remediation at the Public Safety Building. Motion carried 7-0.

Jim Dunn Twilight 5-miler Request for Festival Permit (Exhibit A)

Attached is a request for a festival permit to utilize the Wharf District parking garage for the Jim Dunn Memorial Scholarship Twilight 5-miler run on July 15, 2016. This annual event has been very successful at providing scholarships and the City has not had any associated event issues or concerns in the past. City Manager, Jeff Mikorski, recommends City Council authorize a festival permit to be sent to the ABCA to allow the Jim Dunn Memorial event to take place in the Wharf parking garage on July 15, 2016.

After discussion, motion by Kawecki, second by Selin to authorize a festival permit be sent to the ABCA to allow the Jim Dunn Memorial event take place in the Wharf on July 15, 2016. Motion carried 7-0.

Additional Information

The City of Morgantown has always been known for year-round events and activities. After the first quarter, the City has already received 28 permit applications for events to take place in the City; we expect to permit nearly 100 events throughout the year. Attached is a list of those events that have applied so far. (Exhibit B)

Public Works Director Advertisement

City Manager, Jeff Mikorski reported that in Sunday's paper there was an advertisement for a Public Works Director position for the City. He stated that this is due to the restructuring of the department by separating the Public Works Department and Engineering Department overload of duties.

James Giuliani

City Manager, Jeff Mikorski responded to Mr. Giuliani that in reference to his properties being in compliance; that the Fire Marshall will be addressing these issues once the Fire Code Appeals Board is in place.

REPORT FROM CITY CLERK: No report.

REPORT FROM CITY ATTORNEY: No report.

REPORT FROM COUNCIL MEMBERS:

Councilor Bane:

Councilor Bane requested that the City Manager Jeff Mikorski review the Planning Commission guidelines for appointments and to make sure the City is consistent with State Code.

Deputy Mayor Kawecki:

No report.

Councilor Nugent:

Councilor Nugent reported that the Wiles Hill/Highland Neighborhood Meeting is canceled so that everyone can attend the Levy Forum on April 20th. He then apologized to Mr. Giuliani for the misunderstanding about the Planning Commission appointment.

Councilor Selin:

Councilor Selin reminded everyone of the Farmers Market on April 23 from 11 a.m. to 1 p.m. along with the Third Annual Green Household Fair. She then commended the Bike Board for the work they do in acknowledgement of Bike Month. She stated appreciation of James Giuliani's comments this evening; and noted that the City Manager has always been very professional and works well with all citizens.

Councilor Redmond:

Councilor Redmond noted that he agreed with Councilor Bane on the Planning Commission appointment of the selection criteria. He mentioned that the process of contacting candidates that apply for Boards and Commissions could be done more efficiently. He noted that the Planning Commission is developing a forum of concerned citizens to improve the process of that commission.

Councilor Ganz:

Councilor Ganz thanked all volunteers on Boards and Commissions that serve

the City of Morgantown. She stated that if anyone is interested in serving on a Board you could do so by going to the Cities web-site at www.morgantownwv.gov. She congratulated Main Street Morgantown on the hire of Travis Henline as the new Executive Director. She noted a meet and greet at Jameson's sponsored by the Chamber on April 21st. She also thanked David Raese for improving the park in Greenmont. She announced there would be a Suncrest Neighborhood Association Meeting April 28th we will be honoring Veteran Robert Gillis.

Mayor Shamberger:

Mayor Shamberger requested that Glen Kelly give an update on the Airport at the next COW. Council approved Airport topic for COW by consensus. She then mentioned being contacted by Michael Minc requesting that the City consider a street or memorial for Gene Vance. She asked of Council for discussion of Gene Vance designation be placed on the next COW. Council approved Gene Vance topic for COW by consensus. She noted Councilor Nugent mentioning the Levy Forum on April 20th and she mentioned on April 27th would be the Candidate Forum at South Middle School. She thanked the Police Department for taking care of the drug activity in her neighborhood. Mayor Shamberger made the following announcements: An Evening of Farce at M.T. Pockets Theatre and Color Me WV at the Appalachian Gallery on April 23rd, Champagne for Sanes at Table 9 hosted by Council for Women's Concerns on April 21st and on April 23rd a Spring Meltdown Auction at the Morgantown Brewery that all proceeds go to the Friends of Decker's Creek.

ADJOURNMENT: There being no further business, Council adjourned by unanimous consent at 8:10 p.m.

City Clerk

Mayor

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

April 7, 2016

Mr. Jeff Mikorski
City of Morgantown
Via E-mail



Dear Jeff:

In May, 2007, we created a scholarship fund to help our state's best and brightest track stars achieve their collegiate dreams. With the help of our volunteers and organizers, including Main Street Morgantown, this fund has provided 18 scholarships to date. In 2013, we added SteppingStones as a benefactor to our fundraiser.

The 2016 *Jim Dunn Memorial Scholarship Twilight 5-miler* will be held Friday, July 15th at 7 p.m. in the Historic Wharf District in Morgantown to continue to raise funds for this scholarship.

We are requesting a festival permit to accommodate the awards ceremony and banquet, held at the Wharf parking garage and provided by Oliverio's Restaurant on the Wharf, with more than 1500 participants and volunteers.

On behalf of the Jim Dunn Memorial Scholarship Committee and our past and future scholarship recipients, thank you for supporting our youth and for your commitment to a healthier West Virginia. We hope you will approve this year's request.

For additional information, please feel free to contact me at 304-282-2642 or visit jimdunnrun.com.

Sincerely,

Darlene Dunn

Darlene Dunn, Chair
Jim Dunn Memorial Scholarship Committee

Committee Members: Darlene Dunn, Riley Dunn, Mike Mosser, Terri Cutright, Barbara Alexander McKinney, Kay Michael Alexander, Kelly Kerns, Lindsay Hambric, Lori Callen, Kim Palumbo, Mack King, Sheila Saab, Beth Fuller

Date of Application	Event Type	Name of Event	Location of Event	Date of Event	Contact Person	Permit #
10/23/15	Spec Event	Mount Ear 5K	Rail Trail	4/9/16	Skyler Phillips	#1
10/26/15	Spec Event	Girls on the Run	Rail Trail	5/21/16	Margaret Taylor	#2
1/11/16	Spec Event	White Park Mountain Bike Race	White Park	7/23/16	J.R. Petsko	#3
1/22/16	Spec Event	Deckers Creek Half Marathon	Decker's Creek Trail	6/4/16	Ella Belling	#4
2/16/16	Spec Event	Pike Fireman's Challenge	Mt. Lair Green	4/19/16	Ryan Spaulding	#5
2/23/16	Spec Event	Farmer's Market	Market Place	Apr. - Nov.2016	Rebecca Evans	#6
2/26/16	Spec Event	Conquer Chiari	Suncrest Area	9/17/16	Debra Williams	#7
2/29/16	Spec Event	Walk for Wishes	Rail Trail	9/24/16	Leandra Hickman	#8
2/29/16	Spec Event	5K to End Childhood Cancer	Rail Trail	4/10/16	John Galatic	#9
2/29/16	Spec Event	Bark in the Park	Rail Trail	4/23/16	Terry Buretz	#10
3/3/16	Spec Event	Slide the City	University Ave.	6/18/16	Lauren Brady	#11

Exhibit B

Date of Application	Event Type	Name of Event	Location of Event	Date of Event	Contact Person	Permit #
3/9/16	Spec Event	Mother's Walk for Life	Star City Area	4/30/16	Donna Kolanko	#12
3/14/16	Spec Event	Dualathlon & Triathlon	Downtown Area	6/18 & 6/19	Dave Plevich	#13
3/14/16	Spec Event	St. Francis Run 5K	Evansdale & WVU Rec Ctr	4/23/16	Rachel Vitt	#14
3/15/16	Spec Event	Team Hope Walk	Rail Trail	5/7/16	Shawn Supers	#15
3/15/16	Spec Event	Hog Roast	201 Belmar Ave.	4/23/16	Joseph Yamber	#16
3/17/16	Spec Event	Good Friday Service	Ampitheater	3/25/16	Junius Lewis	#17
3/21/16	Spec Event	Walk a Mile in Her Shoes	Market Place	4/24/16	Amy Chandler	#18
3/22/16	Spec Event	Ryan's Rally	Evansdale Campus	4/9/16	Laura Stefanow	#19
3/22/16	Spec Event	Yards for Yearley	Evansdale Campus	4/22/16	Laura Stefanow	#20
3/28/16	Spec Event	Walk for MS	Rail Trail	4/16/16	Amanda Pritt	#21
3/30/16	Spec Event	Worker's Memorial Day	PSB	4/28/16	Kenny Perdue	#22

3/30/10	Spec Event	Int'l Street Festival	High St.	9/24/10	Liz Finkler	#23
4/1/10	Spec Event	Sorority SK	Evansdale area	4/10/10	Lauren Bakos	#24
4/5/10	Parade	Mon Co. Fair Parade	High St.	8/1/10	Mare Weiman	#25
4/7/10	Spec Event	Earth Day Celebration	Riverfront Park	4/22/10	Jessica Spatafore	#26
4/8/10	Spec Event	JTM Dwan Run	Rail Trail	7/15/10	Mike Mosser	#27
4/8/10	Spec Event	Summer Stroll	Rail Trail	4/25/10	Beth Elyard	#28

SPECIAL MEETING April 26, 2016:

The Special Meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, April 26th, 2016 at 6:00 p.m.

PRESENT: Mayor Marti Shamberger, Deputy Mayor Bill Kawecki and Council Members, Ron 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 FOR HISTORIC LANDMARK, ICC APPEAL BOARD AND MORGANTOWN HOUSING ADVISORY COMMISSION:

Questions were posed to the following candidates from Council:

Erica Hetzel - Historic Landmarks Commission

Jim Pompilli – Builder – ICC Appeal Board- No Show

Barry Dickson – Structural Engineer – ICC Appeal Board

Joshua White – Licensed Real Estate Rep. – Morgantown Housing Authority

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: 6:50 p.m.

ADJOURNMENT:

There being no further business, Council adjourned the Special Meeting at 7:06 p.m.

City Clerk

Mayor

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

BOARDS & COMMISSIONS APPOINTMENTS

Board/Commission	Vacancy/Term	Name of Applicants	Res./Non Res.	Ward	Code Sec.	Other
Historic Landmarks	1	Attached	Resident		167	Appt 5/3/16
BOCA Board of Appeals	2	Barry Dixon	Resident		111.2	Appt 5/3/16
Metropolitan Theatre	7	Attached	Residents		156	Chair notify Clrk
Morgantown Housing	1	Attached	Res/Real Estate		160.03	Appt 5/3/16
Sister Cities	1		Resident		172.02	Advertise
Traffic Commission	2		Resident	1&5	151	Advertise
Urban Landscape will be updated 1st of the year, per Marchetta Maupin. (Code Sec.163)						

Jim Pompilli will be interviewed at the next Special Meeting for Boards and Commissions.

**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.

4/27/2016

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

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: Miss Katherine Hanks (Kathy) WORK/CELL PHONE: _____

ADDRESS: 425 Park St HOME PHONE: 304 292-3540

Morgantown WV ZIP: 26501

EMAIL ADDRESS: hanks@comcast.net

CITY RESIDENT? YES NO _____ YEARS OF CITY RESIDENCY 41 WARD 2nd

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

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

JOB TITLE or JOB DESCRIPTION: Lab Supervisor

PROFESSIONAL CERTIFICATIONS/LICENSES: ASCP Board of Registry
and WV State Licensure

SPECIAL INTERESTS: Local, family and United Methodist
History, reading, exercising, OLI classes ~~over~~

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 checked="" 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 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: Erica Hetzel WORK/CELL PHONE: 304-293-4633

ADDRESS: 1257 Jersey Avenue HOME PHONE: 757-645-7976

Morgantown, WV ZIP: 26505

EMAILADDRESS: erica.hetzel@mail.wvu.edu

CITY RESIDENT? YES NO YEARS OF CITY RESIDENCY >1 ^(June 1, 2015) WARD 6

WHO IS YOUR EMPLOYER? (If Retired, Answer "Retired"): West Virginia University Research Corporation

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

JOB TITLE or JOB DESCRIPTION: Office Manager, Land Use & Sustainable Development Law Office

PROFESSIONAL CERTIFICATIONS/LICENSES: Bachelor of Science, Environmental Policy & Planning (Virginia Tech, 2013)

SPECIAL INTERESTS: Environment, sustainability, zoning, planning

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 checked="" type="checkbox"/> BOARD OF ZONING APPEALS | <input type="checkbox"/> PERSONNEL BOARD |
| <input type="checkbox"/> BUILDING COMMISSION | <input checked="" type="checkbox"/> PLANNING COMMISSION |
| <input type="checkbox"/> FIRE CIVIL SERVICE | <input type="checkbox"/> POLICE CIVIL SERVICE |
| <input checked="" 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 checked="" 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 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

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MR/MS: Mr. Josh White WORK/CELL PHONE: 304-698-5674

ADDRESS: 823 Hileman Road HOME PHONE: _____

Bruceston Mills, WV ZIP: 26525

EMAILADDRESS: jwhite@oldcolony.com

CITY RESIDENT? YES _____ NO X YEARS OF CITY RESIDENCY 8 WARD _____

WHO IS YOUR EMPLOYER? (If Retired, Answer "Retired"): Old Colony Realtors

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN? Residential Real Estate

JOB TITLE or JOB DESCRIPTION: Sales Manager

PROFESSIONAL CERTIFICATIONS/LICENSES: REALTOR, GRI, CREM, Broker

SPECIAL INTERESTS: Real Estate Investing, Farming, & College Basketball

Official

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 checked="" type="checkbox"/> MORGANTOWN HOUSING ADVISORY COMMISSION | <input type="checkbox"/> URBAN LANDSCAPE COMMISSION |
| <input type="checkbox"/> MORGANTOWN UTILITY BOARD | <input type="checkbox"/> WARD & BOUNDARY |
| <input type="checkbox"/> WOODBURN REDEVELOPMENT COMMISSION | |

8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design *occupant load*.
11. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.
12. Any special stipulations and conditions of the *building permit*.

[A] **111.3 Temporary occupancy.** The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

[A] **111.4 Revocation.** The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 112 SERVICE UTILITIES

[A] **112.1 Connection of service utilities.** No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

[A] **112.2 Temporary connection.** The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

[A] **112.3 Authority to disconnect service utilities.** The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS

[A] **113.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable govern-

ing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business.

[A] **113.2 Limitations on authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

[A] **113.3 Qualifications.** The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

SECTION 114 VIOLATIONS

[A] **114.1 Unlawful acts.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

[A] **114.2 Notice of violation.** The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

[A] **114.3 Prosecution of violation.** If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

[A] **114.4 Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

[A] **115.1 Authority.** Whenever the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

[A] **115.2 Issuance.** The stop work order shall be in writing and shall be given to the owner of the property involved, or to

2.8. "State Building Code" means the entire contents of this rule and the referenced national standards and codes.

2.9. "State Fire Code" means the entire contents of ~~State Fire Commission~~ the State Fire Code, 87CSR1, and the referenced standards and codes.

§87-4-3. Conflicts.

3.1. Whenever there is a conflict between the State Fire Code and the State Building Code, the State Fire Code takes precedence.

3.2. Whenever there is a conflict between the International Plumbing Code requirements of the State Building Code and the rules of the West Virginia State Department of Health and Human Resources, the rules of the Department of Health and Human Resources take precedence.

3.3. Whenever there is a conflict between the State Building Code and statutory laws of the State of West Virginia, the laws of the State of West Virginia take precedence.

§87-4-4. National Standards and Codes.

4.1. The standards and requirements as set out and as published by the International Code Council, and American National Standards Institute, and the National Fire Protection Association as listed in this subsection, have the same force and effect as if set out verbatim in this rule.

4.1.a. The ~~2012~~ 2015 edition, International Building Code, with the following exceptions:

4.1.a.1. Provided; that the section entitled "Fire Prevention" and identified as Section 101.4.5 is deleted and not considered to be a part of this rule.

4.1.a.2. Further provided that the entire subsection entitled "Qualifications" and identified as Section 113.3 is deleted and replaced with the following:

"Section 113.3. Board of Appeals

113.3 Qualifications. The board of appeals shall consist of five members, with up to three alternates, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction. They may include, but are not limited to, a WV Registered Professional Architect or Engineer, or a WV Licensed General Building, Residential, Electrical, Piping, Plumbing, Mechanical or Fire Protection Contractor, with at least 10 years experience, five of which shall be in responsible charge of work. No less than one of the members of such Board of Appeals shall be a WV Registered Professional Architect or Engineer, or a WV Licensed General Building, Residential, Electrical, Piping, Plumbing, Mechanical or Fire Protection Contractor."

ARTICLE 167
Historic Landmarks Commission

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

CROSS REFERENCES

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

167.01 ESTABLISHMENT.

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

167.02 LEGISLATIVE PURPOSE.

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

167.03 MEMBERS; QUALIFICATIONS; TERM; COMPENSATION.

The Commission shall consist of five members appointed by Council.

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

- (b) Term. The member of Council appointed by Council to serve on the Commission shall serve a term commensurate with his Council term. Of the remaining original members, one shall be appointed to serve for a term of one year, one for a term of two years, one for a term of three years, and one for a term of four years. Thereafter, members shall be appointed to a term of four years.
A member may be appointed for a second consecutive term, but after two consecutive full terms, a member shall be ineligible for reappointment until a calendar year has elapsed since the date of his or her second term.
- (c) Method of Filling Vacancies. Appointments to fill a vacancy in membership shall be made by the established procedure for regular appointments and for the balance of the unexpired term.
- (d) Compensation; Reimbursement for Expenses. Commission members shall serve without compensation, but shall be reimbursed for all reasonable and necessary expenses actually incurred in the performance of duties.
(Ord.10-7-86.)

167.04 OFFICERS; MEETINGS; QUORUM; RULES.

(a) Officers. At its first regular meeting in each calendar year, the Commission shall elect from its members a president, a vice president and a secretary-treasurer. The vice president shall have the power and authority to act as president during the absence or disability of the president.

(b) Meetings. The Commission shall fix the time for holding regular meetings but shall meet at least once in the months of January, April, July and October. The Commission may meet more often as it shall determine or require. Reasonable notice of the time and place of meetings shall be given to the public. All meetings shall conform to the West Virginia Open Governmental Proceedings Act, West Virginia Code Article 6-9A, as amended.

(c) Quorum. A majority of the members of the Commission shall constitute a quorum. No action of the Commission shall be official, unless authorized by a majority of all members of the Commission at a properly constituted regular or special meeting.

(d) Votes. The vote of each Commission member shall have equal weight.

(e) Rules. The Commission shall adopt and publish rules of procedure upon approval of Council. (Ord. 10-7-86.)

167.05 EMPLOYEES.

The Commission is authorized and empowered to employ within the limits of funds available therefor, such employees, assistants, technical personnel and consultants as are necessary to discharge the duties and responsibilities of the Commission.
(Ord. 10-7-86.)

167.06 OFFICES AND EXPENSES; OTHER APPROPRIATIONS.

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

167.07 MEETING MINUTES.

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

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

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

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

167.09 PRIORITIES.

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

167.10 COMMISSION POWERS AND DUTIES.

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

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

(b) Special Powers.

The Commission shall have plenary power and authority to:

- (1) Make survey of, and designate as historic landmarks, buildings, structures and sites which constitute the principal historical and architectural sites which are of local, regional, Statewide or national significance. No building, structure or site shall be deemed to be an historic one unless it has been prominently identified with, or best represents, some major aspect of the cultural, political, economic, military or social history of the locality, region, State or nation, or has had a major relationship with the life of an historic personage or event representing some major aspect of, or ideals related to the history of the locality, region, State or nation. Buildings or structures which are to be so designated shall embody the principal or unique features of an architectural type or demonstrate the style of a period of our history or method of construction, or serve as an illustration of the work of a master builder, designer or architect whose genius influenced the period in which he worked or has significance in current time;
- (2) Prepare a register of buildings, structures and sites which meet the requirements of subsection (b)(1) hereof, publish lists of such properties and with the consent of the property owners, inspect such properties from time to time and publish a register thereof from time to time setting forth appropriate information concerning the registered buildings, structures and sites;
- (3) With the consent of the property owners, certify and mark with appropriately designed markers, buildings, structures and sites which it has registered;
- (4) Establish standards for the care and management of certified landmarks and withdraw such certification for failure to maintain the standards so prescribed;
- (5) Acquire by purchase, gift or lease and administer registered landmarks and easements and interests therein, both real and personal;
- (6) Lease or sell property so acquired under terms and conditions designed to insure the proper preservation of the landmark in question;
- (7) Establish historic districts for registered landmarks, utilizing the same guidelines set forth in subsection (b)(1) hereof and designate the area thereof by appropriate markers;
- (8) Identify historical districts for registered landmarks and aid and encourage the municipality or county in which the district or landmark is located to adopt rules and regulations for the preservation of historical or architectural values;
- (9) Prepare and place historical markers on or along the highway or street closest to the location which is intended to be identified by such a marker;
- (10) Seek the advise and assistance of individuals, groups and departments and agencies of government who or which are conducting historical preservation programs and coordinate the same insofar as possible;
- (11) Seek and accept gifts, bequests, endowments and funds from any and all sources for the accomplishment of the functions of the Commission;
- (12) Adopt rules and regulations concerning the operation of the Commission, the functions and responsibilities of its officers, employees, assistants and other personnel and such other matters as may be necessary to carry out the purposes of this article; and
- (13) Adopt such other rules and regulations as may be deemed necessary to effectuate the purposes of this article, but no such rules and regulations shall be inconsistent with the provisions of this article or with any plan of the planning commission of such municipality or county. (Ord. 10-7-86.)

167.11 RESTRICTION ON USE OF PROPERTY DESIGNATED AS HISTORIC LANDMARK.

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

(Ord. 10-7-86.)

167.12 NOTICE TO COUNTY ASSESSOR OF DESIGNATION OF HISTORIC DISTRICT

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

(Ord. 10-7-86.)

167.13 ASSISTANCE OF STATE AGENCIES; COORDINATION.

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

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

(Ord. 10-7-86.)

167.14 NOTICE AND PUBLIC HEARING.

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

(Ord. 10-7-86.)

ARTICLE 160
Housing Advisory Commission

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

CROSS REFERENCES

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

160.01 ESTABLISHED.

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

160.02 PURPOSE AND DUTIES.

The function of the Housing Advisory Commission is to:

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

160.03 MEMBERSHIP.

(a) The Housing Advisory Commission shall consist of thirteen members who shall be appointed by Morgantown City Council as follows:

- (1) One member of Morgantown City Council;
- (2) One member from West Virginia University's Off-Campus Housing office;
- (3) One member from West Virginia University's Office of Student Legal Services;
- (4) One member from West Virginia University's Student Government;

- (5) One member from the Fairmont-Morgantown Housing Authority;
- (6) One member from West Virginia Fair Housing Network;
- (7) One member being a licensed real estate representative;
- (8) One member being a City Neighborhood Association Representative;
- (9) One member being a City Landlord Representative.
- (10) One member being a Property Manager Representative;
- (11) One member at large member who shall be a resident of the City of Morgantown; and there shall be two ex-officio/non-voting members of the Commission as follows:
- (12) One City of Morgantown Building Code Official; and
- (13) One City of Morgantown Fire Marshal's office representative.

All members shall serve without compensation.

(b) A majority of the Housing Advisory Commission should be City residents, or have housing business interest or activity within City limits.
(Ord. 14-44. Passed 10-21-14.)

160.04 TERMS OF OFFICE.

All members of the Commission, except for the WVU Student Government representative; shall serve a three-year term. The WVU Student Government representative shall serve a one-year term.
(Ord. 14-44. Passed 10-21-14.)

160.05 OFFICERS.

The Housing Advisory Commission shall select from its own membership a chairperson, vice-chairperson and secretary.
(Ord. 14-44. Passed 10-21-14.)

160.06 MEETINGS.

The Housing Advisory Commission shall meet as often as it may deem necessary, upon call of the chairperson. All meetings will be subject to the West Virginia Open Governmental Proceedings Act.
(Ord. 14-44. Passed 10-21-14.)

160.07 WRITTEN REPORTS.

The Commission shall submit annual reports to the City Manager and Council summarizing its past year's activities and recommendations for the ensuing year.
(Ord. 14-44. Passed 10-21-14.)

160.08 FREEDOM OF INFORMATION ACT APPLIES.

As a board of the City, the Housing Advisory Commission shall be subject to the West Virginia Freedom of Information Act.
(Ord. 14-44. Passed 10-21-14.)

**AN ORDINANCE AMENDING ARTICLE 145 AND SECTIONS 1387.01 AND 1387.02
OF THE CITY CODE RELATING TO THE MORGANTOWN PLANNING
COMMISSION**

WHEREAS, the West Virginia Code provides mandatory requirements for the composition of Municipal Planning Commissions at Section 8A-2-3, which provides in part that one member must be a member of the municipal governing body or a designee and one member must be a member of the administrative department of the municipality or a designee, that all members must be residents of the city, and that three-fifths of the members must have been residents of the city for the past three years prior to appointment; and

WHEREAS, City Charter Article 6 provides that the Council may create a Planning Commission as it now is, or may hereafter be, authorized to create pursuant to the provisions of the Code of West Virginia, Chapter 8, Article 24, as amended; and

WHEREAS, City Charter Article 6 provides that “Any Planning Commission heretofore established shall continue to operate as though established under the provisions of the Code of West Virginia, Chapter 8, Article 24, as amended;” and

WHEREAS, former West Virginia Code Chapter 8, Article 24, was amended and replaced by current West Virginia Code Chapter 8A; and

WHEREAS, the City intends to conform its Code in all respects with the West Virginia Code requirements for composition of its Planning Commission, as instructed by the City Charter, and to avoid redundancy by prescribing those requirements only within the Planning and Zoning Code;

NOW, THEREFORE, the City of Morgantown hereby ordains that Article 145 of the City Code and Sections 1387.01 and 1387.02 of the City Code are amended as follows:

145.01 ESTABLISHED.

~~There is hereby created and established~~ shall be a City-Planning Commission in accordance with the provisions of the City Planning and Zoning Code.

~~**145.02 COMPOSITION AND MEMBERSHIP; VACANCIES.**~~

~~The Planning Commission of the City shall consist of nine members, all of whom shall be freeholders and residents of the City, who shall be qualified by knowledge and experience in matters pertaining to the development of the City and who shall include representatives of business, industry and labor. Three-fifths of all members shall have been residents of the Municipality for~~

~~at least one year prior to nomination and confirmation or appointment. All members shall be nominated by the City Manager and confirmed by Council.~~

~~One member of the Commission shall also be a member of Council, and one member shall also be a member of the administrative department of the City. The term of these two members shall be coextensive with the term of office to which each has been elected or appointed, unless the City Manager and Council, at the first regular meeting each year, appoint others to serve as the City's representatives. The remaining seven members shall be appointed for terms of three years each, except those members first appointed, as provided in Section 145.03, one member being appointed from each ward of the City. Vacancies shall be filled by appointment in the same manner for the unexpired term only. Members of the Commission shall serve without compensation, but shall be reimbursed for all reasonable and necessary expenses actually incurred in the performance of their official duties.~~

~~145.03 ORIGINAL APPOINTMENTS.~~

~~For the original appointment of the seven members of the City Planning Commission provided for in Section 145.02, three members shall be appointed for one year, two members for two years and two members for three years.~~

~~145.04 OFFICERS.~~

~~At its first regular meeting in each year, the City Planning Commission shall elect from its members a president and vice-president. It shall designate a member of the Commission to act as an advisory member of the County Planning Commission.~~

~~145.05 OFFICES, FACILITIES AND EXPENSES.~~

~~Council shall provide the City Planning Commission with suitable offices and facilities and shall provide by appropriation a sum sufficient to defray the reasonable expenses of the Commission to enable it to carry out its duties.~~

~~145.06 MEETINGS; QUORUM.~~

~~The City Planning Commission shall fix the time for holding regular meetings, but it shall meet at least once in the months of January, April, July and October.~~

~~The provisions of West Virginia Code 8-24-8 and 8-24-9 shall govern special meetings and quorums.~~

~~145.07 POWERS AND DUTIES.~~

~~The City Planning Commission shall have all powers and perform all duties provided for in West Virginia Code Art. 8-24 consistent with the provisions of Article VI of the City Charter.~~

145.08 PURPOSE OF ARTICLE.

~~—It is the object of this article to improve the present health, safety, convenience and welfare of the residents of the City and to plan for the future development of the City to the end that highway systems be carefully planned, that new community centers grow only with adequate highway, utility, health, educational and recreational facilities, that the needs of industry and business be recognized in future growth, that residential areas provide healthy surroundings for family life, and that the growth of the community is commensurate with and promotive of the efficient and economical use of public funds.~~

1387.01 ESTABLISHMENT.

A Planning Commission known as the Morgantown Planning Commission is hereby established under the provisions of the Code of the State of West Virginia, Chapter 8A, Article 2, et seq., as amended. The membership of said Planning Commission, the qualifications thereof, and the powers, privileges, duties and responsibilities of said Planning Commission shall be as hereinafter set forth:

(A) Membership. The following provisions govern the composition of the Morgantown Planning Commission:

(1) The Morgantown Planning Commission shall consist of nine (9) members, all of whom shall be residents of the City who shall be qualified by knowledge and experience in matters pertaining to the development of the City, and shall fairly represent different areas of interest, knowledge and expertise, including, but not limited to, business, industry, labor, government and other relevant disciplines. Three-fifths of all the members shall have been residents of the City for at least three years prior to nomination and confirmation or appointment. ~~No two (2) shall be residents of the same ward.~~

(2) All members shall be nominated by the City Manager and confirmed by Council. Vacancies shall be filled by appointment in the same manner for the unexpired term.

~~—(B) One member of the City Planning Commission shall also be a member of Council, and one member shall also be a member of the Administrative Department of the City. The term of these two members shall be co-extensive with the term of office to which each has been elected or appointed, unless the City Manager and Council at the first regular meeting of each year appoint others to serve as the City representatives.~~

(3) One member must be a member of City Council or a designee and one member must be a member of the administrative department of the City or a designee. The term of membership for these two members is the same as their term of office. The term of a designee of the governing body shall end at the conclusion of a term of City Council. The

term of a designee of the administrative department shall end at the conclusion of the City Manager's employment as City Manager. The remaining members of the Commission shall be appointed to terms of three (3) years and serve until their successors are appointed and qualify. Vacancies shall be filled by appointment in the same manner for the unexpired term only. Members shall serve without compensation, but shall be reimbursed for all reasonable and necessary expenses actually incurred in the performance of their official duties.

(4) The commission established prior to the effective date of this section and the members of the commission in office prior to the effective date of this section shall be continued in existence and in office and shall continue to operate thereafter as though established under the terms of this section.

(B) Removal. The City Council may remove a member of the Planning Commission for inactivity, neglect of duty or malfeasance. Removal proceedings for inactivity may only be commenced following a member's failure to attend three consecutive meetings. Removal proceedings may only be instituted by a majority vote of Council to provide a member with a written statement of the reasons for removal. Any member presented with a notice of removal shall have an opportunity to be heard on the matter before Council. The opportunity for a hearing must be exercised by delivering a written demand for such hearing to Council within five days of receiving the notice of removal. No removal shall be effective until the hearing before Council has been held or waived by failure to deliver a demand for hearing. Any member who waives a hearing shall be removed from office effective the day after his or her failure to deliver a demand for hearing as prescribed in this paragraph. Any member who demands a hearing may only be removed by a majority vote of Council at such hearing or subsequent to the hearing.

(C) Conduct of business. The Commission shall fix times for holding regular meetings and shall meet at least quarterly. Special meetings may be called by the President or upon the written request of any two members. The secretary shall give a-At least two (2) days' notice of any special meeting shall be provided unless the same is waived by the full membership of the Commission. Notice of all meetings shall be provided in accordance with the West Virginia Open Governmental Proceedings Act, as amended. A majority of members shall constitute a quorum for the transaction of business and no action of the Commission shall be official unless authorized by a majority of the membership present at a regular or properly called special meeting.

(D) Officers. At the first regular meeting in each year the Commission shall elect from its membership a President and Vice President and may appoint a secretary from within or without its membership. The vice president shall have the power and authority to act as president of the planning commission during the absence or disability of the president. The Commission may

~~appoint such employees as are necessary to discharge its duties, and compensation paid shall be in conformity with the budgetary powers of the City Council.~~

(E) The City Council shall provide the Planning Commission with: (1) Suitable offices for the holding of meetings and the preservation of plans, maps, documents and accounts; and (2) Appropriate money to defray the reasonable expenses of the planning commission.

(F) The Commission is authorized to accept gifts, funds and donations which will be deposited with the City in a special nonreverting planning commission fund to be available for expenditures by the planning commission for the purpose designated by the donor.

1387.02 POWERS AND DUTIES.

~~To effectuate the purposes of this ordinance the Commission shall have power and authority to~~
The Morgantown Planning Commission has the following powers and duties:

- (A) Exercise general supervision for the administration of the affairs of the Commission;
- (B) Prescribe uniform rules and regulations pertaining to administration, investigations and hearings, provided that the rules and regulations are adopted by City Council;
- (C) Supervise the fiscal affairs and responsibilities of the Commission;
- (D) With consent of Council, hire employees necessary to carry out the duties and responsibilities of the Planning Commission, provided that City Council sets the salaries;
- (E) Keep an accurate and complete record of all Planning Commission proceedings;
- (F) Record and file all bonds and contracts;
- (G) Take responsibility for the custody and preservation of all papers and documents of the Commission.
- (H) Make recommendations to City Council concerning planning.
- (I) Make an annual report to City Council concerning the operation of the Planning Commission and the status of planning within the City;
- (J) Prepare, publish and distribute reports, ordinances and other material relating to the activities authorized under the Code of the State of West Virginia Code, Chapter 8A, Article 2;
- (K) Adopt a seal and certify all official acts;
- (L) Invoke any legal, equitable or special remedy for the enforcement of the provisions of the Code of the State of West Virginia, Chapter 8A, Articles 1 through 12 or any ordinance, rule or regulation or any action taken thereunder;
- (M) Prepare and submit an annual budget in the same manner as other departments of the City government and shall be limited in all expenditures to the provisions made therefore by City Council;
- (N) If necessary, establish Advisory Committees;
- (O) Delegate limited powers to a committee composed of one or more members of the Planning Commission; and,
- (P) Contract for special or temporary services and professional counsel with the approval of City Council.

This Ordinance shall be effective from the date of its adoption.

First Reading:

Adopted:

Mayor

Filed:

Recorded:

City Clerk

AN ORDINANCE VACATING, ABANDONING, AND ANNULING A PORTION OF FIFTH STREET MEASURING APPROXIMATELY FORTY (40) FEET IN WIDTH AND APPROXIMATELY ONE HUNDRED (100) FEET IN LENGTH LOCATED AND SITUATE IN THE FOURTH WARD OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA

Whereas, the Common Council ("Council") of The City of Morgantown, West Virginia ("City"), finds and makes a legislative determination that Fifth Street ("Street") is a publicly dedicated and accepted easement and right of way for, among other purposes, street purposes, that is shown, illustrated, and depicted on, among other maps or plats of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia ("Clerk's Office"), the map or plat of Morgantown Building and Investment Company's Addition, commonly known as the Beechurst Addition, of record in the Clerk's Office in Envelope No. 233B of Map Cabinet No. 1; and

Whereas, the Council finds and makes a legislative determination that the Street is located and situate within the Fourth Ward of the municipal limits of the City, in Monongalia County, West Virginia; and

Whereas, the Street is adjoined on either side by property of Grantave LLC, a West Virginia limited liability company ("Grantave"); and

Whereas, Grantave has petitioned and/or made application to the City to vacate, abandon, and annul the part or portion of the Street which is adjoined on either side by property of Grantave; and

Whereas, a map or plat prepared by Patrick E. Gallagher, P.S. No. 1352, of CTL Engineering of West Virginia, Inc., dated March 21, 2016, designated as Job No. 13100023MOR, which is appended to this Ordinance as "Exhibit No. 1" and incorporated into this Ordinance by this reference ("Exhibit Plat"), shows, illustrates, and depicts the portion of the Street which is adjoined on either side by property of Grantave, and that Grantave has petitioned and requested be vacated, abandoned, and annulled by the City ("Vacated Street"); and

Whereas, the Vacated Street currently contains underground utility facilities of the Morgantown Utility Board and Hope Gas, Inc. and no other utilities; and

Whereas, the Council finds and makes a legislative determination that the Vacated Street is not presently used, useful, or needed for street purposes and, upon removal and relocation of existing underground utility facilities, is not needed for any other public uses or purposes; and

Whereas, the Council finds and makes a legislative determination that the Vacated Street shall not subsequently be used, useful, or needed for street purposes or, upon removal and relocation of existing underground utility facilities, any other public uses or purposes; and

Whereas, the Council finds and makes a legislative determination that no party nor any property of any party will be injured, damaged, or prejudiced by the vacation, abandonment, and annulment of the Vacated Street; and

Whereas, the Council finds and makes a legislative determination that it is in the best interests of the City and the public generally that the Vacated Street be vacated, abandoned, and annulled by the City for street purposes and, upon removal and relocation of existing underground utility facilities, any and all other public uses or purposes; and

Whereas, the Council finds and makes a legislative determination that the Vacated Street being vacated, abandoned, and annulled by the City for street purposes and, upon removal and relocation of existing underground utility facilities, for any and all other public uses or purposes will promote the public interest.

Now, therefore, the City of Morgantown hereby ordains as follows:

Section 1. The findings and legislative determinations of the Council set forth and contained in the above recitals are incorporated and integrated into this Ordinance by this reference and adopted, confirmed, and affirmed as findings and legislative determinations of the Council.

Section 2. The Exhibit Plat is incorporated and integrated into this Ordinance by this reference.

Section 3. The Vacated Street is described as follows:

Beginning at a calculated point along the southerly 50 foot right-of-way boundary of Grant Avenue and the northeast corner of GrantAve LLC (Deed Book 1506 at Page 321), such calculated point is situated S 47° 08' 51" E 302.72 feet from a concrete monument; thence along such right-of-way, S 48° 28' 30" E 40.10 feet to a calculated point in the northwest corner of GrantAve LLC (Deed Book 1515 at Page 543); thence leaving such right-of-way, S 41° 31' 30" W 100.00 feet to a calculated point in the northerly 15 foot right-of way of an alley; thence along such alley right-of-way, N 48° 28' 30" W 40.10 feet to a calculated point; thence leaving such alley right-of-way, N 41° 31' 30" E 100.00 feet to the place of beginning.

Section 4. Upon the adoption of this Ordinance, for the reasons set forth and contained in the above recitals, the easement and right of way of the City for street purposes in, of, and to the Vacated Street is and shall be vacated, abandoned, and annulled by the City.

Section 5. Upon the adoption of this Ordinance, the easement and right of way of the City in, of, and to the Vacated Street for any and all public purposes other than street purposes shall also be vacated, abandoned, and annulled effective upon the subsequent occurrence of the following conditions:

- (A) The permanent removal and relocation of all utility facilities of the Morgantown Utility Board or its successor in interest from the Vacated Street; and
- (B) The permanent removal and relocation of all utility facilities of Hope Gas, Inc. or its successor in interest from the Vacated Street.

Section 6. Upon the permanent removal and relocation of the utility facilities described in Section 5 of this Ordinance, Morgantown Utility Board and Hope Gas, Inc. shall each provide written certification of such relocation to the City Clerk, evidencing the occurrence of the conditions subsequent to vacation, abandonment, and annulment of the Vacated Street for all public purposes other than street purposes. Upon receipt of both certifications, the Clerk shall cause to be recorded a document substantially in the form of "Exhibit 2", incorporated herein by reference, sufficient to evidence the occurrence of the conditions subsequent to vacation, abandonment, and annulment of the Vacated Street for all public purposes other than street purposes.

Section 7. Upon the adoption of this Ordinance, the City Clerk of the City of Morgantown shall cause a duly certified copy of this Ordinance to be recorded in the Clerk's Office as evidence of the vacating, abandoning and annulling of the Vacated Street as shown on the Exhibit Plat and said Clerk shall also file with said certified copy of this Ordinance the Exhibit Plat showing the location of said street so vacated, abandoned and annulled.

Section 8. This Ordinance shall be effective from the date of its adoption.

First Reading: _____, 2016

Adopted: _____, 2016

Filed: _____, 2016

Recorded: _____, 2016

Mayor

City Clerk

This document prepared by:
Ryan P. Simonton, Esq.
389 Spruce Street
Morgantown, WV 26505

STATE OF WEST VIRGINIA
COUNTY OF MONONALIA, to wit:

I, _____, a Notary Public of said County, do hereby certify that
_____, Clerk, and _____, on behalf of the City of
Morgantown, whose names are signed to the foregoing document dated as of the ____ day of
_____, 2016, have this day acknowledged the same before me in my said County.

Given under my hand this _____, day of _____, 2016.

My Commission expires _____.

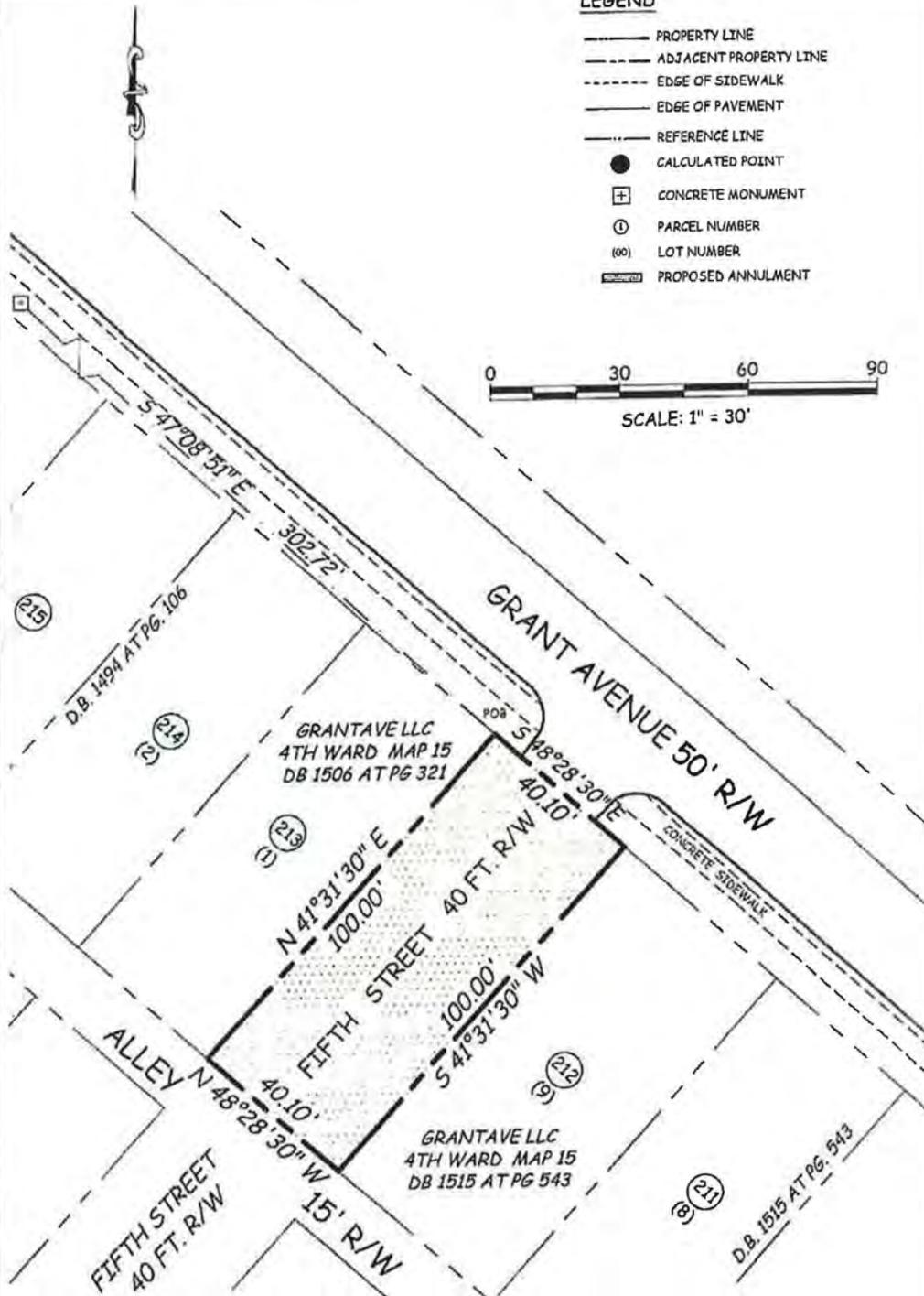
{SEAL}

Notary Public

EXHIBIT NO. 1 TO AN ORDINANCE VACATING, ABANDONING, AND ANNULLING A PORTION OF FIFTH STREET MEASURING APPROXIMATELY FORTY (40) FEET IN WIDTH AND APPROXIMATELY ONE HUNDRED (100) FEET IN LENGTH LOCATED AND SITUATE IN THE FOURTH WARD OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA

LEGEND

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - EDGE OF SIDEWALK
- - - EDGE OF PAVEMENT
- - - REFERENCE LINE
- CALCULATED POINT
- ⊕ CONCRETE MONUMENT
- ① PARCEL NUMBER
- (00) LOT NUMBER
- ▭ PROPOSED ANNULMENT



**PLAT OF SURVEY
FIFTH STREET ANNULMENT
MADE FOR
THE CITY OF MORGANTOWN
AND OWNED BY GRANTAVE LLC**

**4TH WARD DISTRICT MAP 15
MONONGALIA COUNTY, WEST VIRGINIA**

DATE: 03-21-16 SCALE: 1" = 30'
DRAWN BY: JEF APPROVED BY: JBC
JOB #: 13100023MCR
DWG NAME: FIFTH ST ANNULMENT 03-21-16.DWG

PATRICK E. GALLAGHER
No. 1352
STATE OF WEST VIRGINIA
PROFESSIONAL SURVEYOR

PREPARED BY:
CTL ENGINEERING OF WEST VIRGINIA, INC.
731 Farmway Blvd Morgantown, WV 26501 Phone: 304/292-1133 Fax: 304/296-3200
550 E 3 STREET South Charleston, WV 25303 Phone: 304/776-1140 Fax: 304/776-1143

CONSULTING ENGINEERS * TESTING * INSPECTION SERVICES * ANALYTICAL LABORATORIES

EXHIBIT NO. 2 TO AN ORDINANCE VACATING, ABANDONING, AND ANNULLING A PORTION OF FIFTH STREET MEASURING APPROXIMATELY FORTY (40) FEET IN WIDTH AND APPROXIMATELY ONE HUNDRED (100) FEET IN LENGTH LOCATED AND SITUATE IN THE FOURTH WARD OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA

This document was prepared by:
Ryan P. Simonton, Esq.
389 Spruce Street
Morgantown, West Virginia 26505

Affidavit of Satisfaction of Conditions Subsequent to Vacation, Abandonment, and Annulment
(Fifth Street)

State of West Virginia,
County of Monongalia, to-wit:

_____, in her capacity as City Clerk of The City of Morgantown, West Virginia, upon oath, attests and verifies as follows:

- (1) I am the incumbent City Clerk of The City of Morgantown, West Virginia ("City").
- (2) The Common Council of The City of Morgantown, West Virginia, adopted an ordinance styled "AN ORDINANCE VACATING, ABANDONING, AND ANNULING A PORTION OF FIFTH STREET MEASURING APPROXIMATELY FORTY (40) FEET IN WIDTH AND APPROXIMATELY ONE HUNDRED (100) FEET IN LENGTH LOCATED AND SITUATE IN THE FOURTH WARD OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA" on ____, 2016 ("Ordinance").
- (3) An accurate and true copy of the Ordinance is of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book ____, at Page ____.
- (4) Both Morgantown Utility Board and Hope Gas, Inc. have provided to the City the written certifications contemplated by Section 6 of the Ordinance, evidencing the permanent removal and relocation of the utility facilities described in Section 5 of the Ordinance and the occurrence of the conditions subsequent to vacation, abandonment, and annulment of the Vacated Street (as defined in the Ordinance) for all public purposes other than street purposes..
- (5) This affidavit has been prepared to evidence that the above-referenced conditions subsequent to vacation, abandonment, and annulment of the Vacated Street for all public purposes other than street purposes have occurred and that the easement and right of way of the City in, of, and to the Vacated Street for any and all public purposes, including street purposes, has been vacated, abandoned, and annulled by way of the Ordinance and the occurrence of such conditions subsequent.

_____, in her capacity as City Clerk of The City of Morgantown, West Virginia

Taken, subscribed, and sworn to this the ____ day of _____, 200 ____.

Notary Public
My commission expires: _____

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH M.T. POCKETS THEATRE, INC. FOR SPACE AT THE WOODBURN SCHOOL SITE

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 space at the former Woodburn School site to M.T. Pockets Theatre, Inc.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

LEASE AGREEMENT

This agreement is made this _____ day of _____, 2016 by and between **THE CITY OF MORGANTOWN**, a municipal corporation and political subdivision of the State of West Virginia ("Lessor"), and **M.T. POCKETS THEATRE, INC.**, a West Virginia non-profit corporation doing business as **M.T. Pockets Theatre Company** ("Lessee"), upon the following terms:

RECITALS

- A. Lessor is the sole owner of the premises described below.
- B. Lessee is a non-profit organization that was established to conduct arts, entertainment, and recreation services and a performing arts company; and desires to lease office space from lessor.
- C. The parties desire to enter a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this lease agreement, the parties agree as follows:

SECTION ONE. DESCRIPTION OF PREMISES

- A. Lessor leases to lessee that certain space consisting of the **Activity Center modular building** located on the former Woodburn Elementary School, consisting of **2,667 square feet**, more or less, situated in Morgantown, Monongalia County, West Virginia, and shown on the attached "Exhibit 1," which is incorporated herein by reference (the "Premises").
- B. The premises shall be used for the purpose of office space and preparation, rehearsal, and conduct of performing arts and for no other purpose.
- C. In addition to the demised premises, the Lessee shall have the right to use all driveways, parking areas, and sidewalks (collectively, "Common Areas"), if any, in or about the Woodburn School building, jointly with other tenants and their respective representatives, agents, customers, guests and invitees. The Lessor will be responsible for routine maintenance of the Common Areas.

SECTION TWO. TERM OF LEASE

- A. This lease agreement shall cover a term commencing **May 18, 2016**, and extending until midnight on the day preceding the **fifth** anniversary of such date, provided that either of parties to this lease gives to the other, three months before the latter date, notice in writing of the party's intention to terminate this lease on that date. Otherwise 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.
- B. Lessee shall surrender the premises to lessor immediately on termination of the lease.

SECTION THREE. DELIVERY OF POSSESSION

If, for any reason, lessor cannot deliver possession of the demised premises at the commencement of the term, this lease agreement shall not be void or voidable, nor shall lessor be liable to lessee for any loss or damage resulting from the inability to deliver possession. However, there shall be a proportionate reduction in total rent, covering the period between the commencement of the term and actual delivery of the demised premises to lessee, in the event of a late delivery by lessor.

SECTION FOUR. RENTAL

A. Lessee shall pay a total of **\$9,126.00** per year, resulting in a monthly rate of **\$760.50** per month, due on the 1st day of each month for the succeeding month's rental. This sum reflects a monthly rate of **\$4.50** per square foot of space. Payments shall be made to lessor at the address specified herein, and a payment shall be delinquent if not paid by the fifth day after which it is due. 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 $(\text{Number of days of month in lease term} / \text{number of days in calendar month}) \times \760.50 .

B. 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.

C. On lessee's failure to pay the rental on a timely basis, lessor shall have the right to terminate this lease agreement, and the lease agreement will then be forfeited.

SECTION FIVE. RESTRICTIONS ON USE

Lessee shall not use or permit the demised premises, or any part of the demised premises, to be used for any purposes other than those set forth in this lease agreement. Lessee shall neither permit on the demised premises any act, sale, or storage that may be prohibited under standard forms of fire insurance policies, nor use the premises for any such purpose. In addition, no use shall be made or permitted to be made that shall result in: (1) waste on the demised premises; (2) a public or private nuisance that may disturb the quiet enjoyment of other tenants in the building; (3) improper, unlawful, or objectionable use, including sale, storage, or preparation, of food, alcoholic beverages, or materials generating an odor on the premises; or (4) noises or vibrations that may disturb other tenants. Lessee shall comply with all governmental regulations and statutes affecting the demised premises either now or in the future.

SECTION SIX. ABANDONING PREMISES OR PERSONAL PROPERTY

Lessee shall not vacate or abandon the demised premises at any time during the term of this lease agreement. If lessee does vacate or abandon the demised premises or is dispossessed by process of law, any personal property belonging to lessee and left on the demised premises shall be deemed abandoned at the option of lessor and shall become the property of lessor.

SECTION SEVEN. UTILITIES AND SERVICES

A. Lessor shall furnish and timely pay when due and payable, at no additional cost to the Lessee, the following utilities and/or services:

- (i) Custodial services in the common areas used by other tenants.
- (ii) Ground maintenance, including mowing, landscaping, and parking lot maintenance.
- (iii) Snow removal in front of the Activity Center, including only the front of the modular building constituting the Leased Premises and the walkway adjacent thereto, to be paid by the Lessor if third-party services are required, who

shall be entitled to reimbursement as Additional Rent from the Lessee upon Lessor's delivery of a separate invoice, providing evidence of payment made.

B. The Lessee, at its expense, shall furnish and provide payment to the applicable company or vendor for the following utilities and/or services:

- (i) Utilities including natural gas, electric, water.
- (ii) Custodial Services in the demised premises.
- (iii) Trash services, for which the Lessee may choose to partner with the neighboring tenants.
- (iv) Telephone and internet connectivity services.
- (v) The Lessee shall have the right to rekey locks, install a key card access system, or provide any other security system for the demised premises, using such security services provider as the Lessee may choose in its sole discretion, provided that Lessee shall ensure Lessor is able to access the premises through such locks or system. The Lessee may remove said system at any time during the term of this lease, provided that Lessee, at its sole expense, shall repair any damage resulting from such removal and ensure that an adequate method for securing the demised premises is in place.

C. In the event that any utilities or services being provided by the Lessor are interrupted for reasons within the Lessor's control and as a result, suitability of the Premises is interrupted, the Lessee shall have the option to (i) cause the utilities or services to be reinstated and deduct the costs and expense thereof from the rents which may become due and payable thereafter to the Lessor until the Lessee is fully reimbursed for such expenditures; or (ii) terminate this Lease upon notice to Lessor and Lessor's failure to cure such default within three (3) business days.

SECTION EIGHT. ALTERATIONS AND MODIFICATION; REPAIRS

A. Lessee has inspected the demised premises, and they are now in a tenantable and good condition, except as specifically identified by Lessee on the attached "Schedule 1 – Lessee Identification of Defects."

B. Lessee shall take good care of the demised premises and shall not alter, repair, or change the demised premises without the prior, express, and written consent of lessor, which consent shall not be unreasonably withheld.

C. All alterations, improvements, and changes that lessor allows shall be done either by or under the direction of lessee and at the expense of lessee. Lessor shall not have the right to control the manner of performance or the selection of contractors, and it is the intent of the parties that no public funds be contributed either directly or indirectly to the payment for any alterations or improvements. Lessee shall be responsible for ensuring that any approved alterations or improvements are performed in compliance with applicable laws. All alterations and improvements shall become the property of lessor and remain on the demised premises, except that at the option of lessor, lessee shall, at its expense, remove from the demised premises all partitions, counters, railings, and similarly installed improvements when surrendering the demised premises.

D. All damage or injury done to the demised premises by lessee or any person who may be in or on the demised premises with the consent of lessee shall be paid for by lessee.

E. Lessee shall, at the termination of this lease agreement, surrender the demised premises to lessor in as good condition and repair as reasonable and proper use of the premises will permit.

F. Lessor shall be responsible for making all routine repairs and for performing routine maintenance in the demised premises except the services and maintenance for which Lessee is responsible pursuant to **Section 7.B.** of this Agreement. Lessee shall permit lessor and lessor's agents to enter the demised premises at all reasonable times to inspect them, clean windows, perform

other janitorial services, maintain the building and demised premises, make repairs, alterations, or additions to the demised premises, or any portion of the building, including the erection of scaffolding, props, or other mechanical devices, to post notices of nonliability for alterations, additions, or repairs, or to place on the premises any usual or ordinary "For Sale" signs, without any rebate of rent to lessee or damages for any loss of occupation or quiet enjoyment of the demised premises. Lessor may, at any time within ninety days prior to the expiration of this lease agreement, place on the windows and doors of the premises any usual or ordinary "To Let" or "To Lease" signs. Lessor and lessor's agents may, during the last-mentioned period, enter on the demised premises at reasonable hours and exhibit them to prospective tenants.

SECTION NINE. LIMITATION OF LIABILITY; INDEMNIFICATION

A. Lessee waives all claims against lessor for damages to goods or for injuries to persons on or about the demised premises from any cause arising at any time.

B. Lessee will indemnify lessor on account of any damage or injury to any person, or to the goods of any person, arising from the use of the demised premises by lessee, or arising from the failure of lessee to keep the demised premises in good condition as provided in this lease agreement.

C. Lessor shall not be liable to lessee for any damage by or from any act or negligence of any other occupant of the same building, or by any owner or occupant of adjoining or contiguous property.

D. Lessee agrees to pay for all damage to the building, as well as all damage or injury suffered by tenants or occupants of the building caused by the misuse or neglect of the demised premises by lessee.

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

F. In order to assure its ability to defend and hold harmless the lessor, lessee shall carry insurance in the following minimum amounts during the term of this lease, naming the lessor as an additional insured on the policy(ies):

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

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

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

SECTION TEN. DESTRUCTION OF PREMISES

A. In the event of a partial destruction of the demised premises during the term of this lease agreement from any cause, lessor may, at its option, repair the demised premises.

B. Any partial destruction of the demised premises shall neither annul nor void this lease agreement, except that lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by lessee on the demised premises. Lessor may, at lessor's option, make repairs within a reasonable time, this lease agreement continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. If lessor elects not to make repairs, or if repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease agreement may be terminated at the option of either party.

C. In the event of any partial destruction of the demised premises which lessor may elect to repair under the terms of this section, the provisions of any statute or common law rule authorizing lessee to make the repairs and deduct the expenses from the rent are waived by lessee.

D. A total destruction of the building in which the demised premises are situated shall terminate this lease agreement.

SECTION ELEVEN. CONDEMNATION

A condemnation of the entire building or a condemnation of the portion of the demised premises occupied by lessee shall result in a termination of this lease agreement. Lessor shall receive the total of any consequential damages awarded as a result of condemnation proceedings. All future rent installments to be paid by lessee under this lease shall be terminated.

SECTION TWELVE. ASSIGNMENT AND SUBLEASE

A. Lessee shall not assign any rights or duties under this lease agreement nor sublet the demised premises or any part of the demised premises, nor allow any other person to occupy or use the demised premises without the prior, express, and written consent of lessor. A consent to one assignment, sublease, or occupation or use by any other person shall not be a consent to any subsequent assignment, sublease, or occupation or use by another person. Any assignment or subletting without consent shall be void.

B. This lease agreement shall not be assignable, as to the interest of lessee, by operation of law, without the written consent of lessor.

C. Lessor may withhold consent to an assignment or sublease of the demised premises in lessor's sole discretion.

SECTION THIRTEEN. BREACH OR DEFAULT

Lessee shall have breached this lease agreement and shall be considered in default under this lease agreement if: (1) lessee fails to pay any rent when due and does not make the delinquent payment within five days after receipt of notice from lessor; or (2) lessee fails to perform or comply with any of the covenants or conditions of this lease agreement and such failure continues for a period of ten days after receipt of notice from lessor in the fashion described in Section 21 below.

SECTION FOURTEEN. LESSOR'S REMEDIES

In the event of a breach of this lease agreement as set forth in SECTION THIRTEEN above, the rights of lessor shall be as follows:

A. Lessor shall have the right to cancel and terminate this lease agreement, as well as all of the right, title, and interest of lessee under this lease agreement, by giving to lessee not less than five days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease agreement and the right, title, and interest of lessee under this lease agreement shall terminate in the same manner and with the same force and effect, except as to lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the lease term.

B. Lessor may elect but shall not be obligated to make any payment required of lessee in this lease agreement or comply with any agreement, term, or condition required by this lease agreement to be performed by lessee. Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied. However, any expenditure by lessor incurred in any such correction of a default shall not be deemed to waive or release lessee's default or lessor's right to take any action as may be otherwise permissible under this lease agreement in the case of any default.

C. Lessor may reenter the demised premises immediately and remove the property and personnel of lessee, and store the property in a public warehouse or at a place selected by lessor, at the expense of lessee. After reentry lessor may terminate this lease agreement on giving five days' written notice of termination to lessee. Without the notice, reentry will not terminate this lease agreement. On termination, lessor may recover from lessee all damages proximately resulting from the breach, including the cost of recovering the demised premises and the worth of the balance of this lease agreement over the reasonable rental value of the demised premises for the remainder of the lease term, which sum shall be immediately due lessor from lessee.

After reentry, lessor may relet the demised premises or any part of the demised premises for any term without terminating this lease agreement, at the rent and on the terms as lessor may choose. Lessor may make alterations and repairs to the demised premises. The duties and liabilities of the parties if the demised premises are relet as provided in this paragraph shall be as follows:

1. In addition to lessee's liability to lessor for breach of the lease agreement, lessee shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by lessor under the new lease agreement and the rent installments that are due for the same period under this lease agreement.

2. Lessor shall have the right to apply the rent received from reletting the premises (a) to reduce lessee's indebtedness to lessor under this lease agreement, not including indebtedness for rent, (b) to expenses of the reletting and alterations and repairs made, (c) to rent due under this lease agreement, or (d) to payment of future rent under this lease agreement as it becomes due.

If the new lessee does not pay a rent installment promptly to lessor, and the rent installment has been credited in advance of payment to the indebtedness of lessee other than rent, or if rentals from the new lessee have been otherwise applied by lessor as provided for in this section, and during any rent installment period, are less than the rent payable for the corresponding installment period under this lease agreement, lessee shall pay lessor the deficiency, separately for each rent installment deficiency period and before the end of that period. Lessor may at any time after a reletting terminate this lease agreement for the breach on which lessor had based the reentry and subsequently relet the premises.

D. After reentry, lessor may procure the appointment of a receiver to take possession and collect rents and profits of the business of lessee, and, if necessary to collect the rents and profits the receiver may carry on the business of lessee and take possession

of the personal property used in the business of lessee, including inventory, trade fixtures, and furnishings, and use them in the business without compensating lessee.

SECTION FIFTEEN. UNLAWFUL DETAINER AND ATTORNEYS' FEES

In case suit shall be brought for an unlawful detainer of the demised premises, for the recovery of any rent due under the provisions of this lease agreement, or for lessee's breach of any other condition contained in this lease agreement, lessee shall pay to lessor reasonable attorneys' fees that shall be fixed by the court. Any such attorneys' fee shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of the action by lessor. Lessee shall be entitled to attorneys' fees in the same manner if judgment is rendered for lessee.

SECTION SIXTEEN. REMEDIES OF LESSOR CUMULATIVE

The remedies given to lessor in this lease agreement shall be cumulative, and the exercise of any one remedy by lessor shall not be to the exclusion of any other remedy.

SECTION SEVENTEEN. GOVERNING LAW

This lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of West Virginia.

SECTION EIGHTEEN. NO WAIVER

Waiver by lessor of any breach of any covenant or duty of lessee under this lease is not a waiver of a breach of any other covenant or duty of lessee, or of any subsequent breach of the same covenant or duty.

SECTION NINETEEN. ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

SECTION TWENTY. MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION TWENTY-ONE. NOTICES

A. All notices, demands, or other writings in this lease agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

If to lessor: City of Morgantown
c/o City Manager
389 Spruce Street
Morgantown, WV 26505

With a copy to jeff.mikorski@morgantownwv.gov

If to lessee: M.T. Pockets Theatre, Inc.
c/o Vickie Trickett
722 Brookhaven Road
Morgantown WV 26508
With a copy to vickie.trickett@mail.wvu.edu

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

SECTION TWENTY-TWO. COUNTERPARTS

This lease agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

SECTION TWENTY-THREE. SECTION HEADINGS

The titles to the sections of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

The parties have executed this lease agreement in Morgantown, Monongalia County, West Virginia the day and year first set forth above.

[Signature page follows]

LESSOR: City of Morgantown

By _____
Jeff Mikorski
City Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Jeff Mikorski, City Manager of the City of Morgantown, West Virginia.

My commission expires: _____.

Notary Public in and for
said State and County

LESSEE:

By _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, member of _____.

My commission expires: _____.

Notary Public in and for
said State and County

Schedule 1 – Lessee Identification of Defects

AN ORDINANCE DESIGNATING A STREET IN THIRD WARD AS JUNCTION STREET

The City of Morgantown hereby ordains as follows:

- (a) The street located in the Third Ward of the City and bounded on the East by Raymond Street, on the West by Willowdale Road, on the North by Morgan Street, and on the South by Highland Avenue shall be named "Junction Street." A depiction of the street is shown on the attached "Exhibit A" to this Ordinance.

- (b) The City shall cause appropriate signage to be placed identifying Junction Street and take any necessary action within its power to notify all responsible entities of the street's identification as Junction Street. Such notification shall include the United States Postal Service and the Monongalia Emergency Centralized Communications Agency (MECCA-911), together with any other appropriate party pursuant to the Statewide Addressing and Mapping System.

- (c) The Clerk shall cause a copy of this ordinance to be mailed by first-class mail, postage prepaid, to each residential and business address on Junction Street as designated in this ordinance.

This ordinance shall be effective from the date of adoption.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

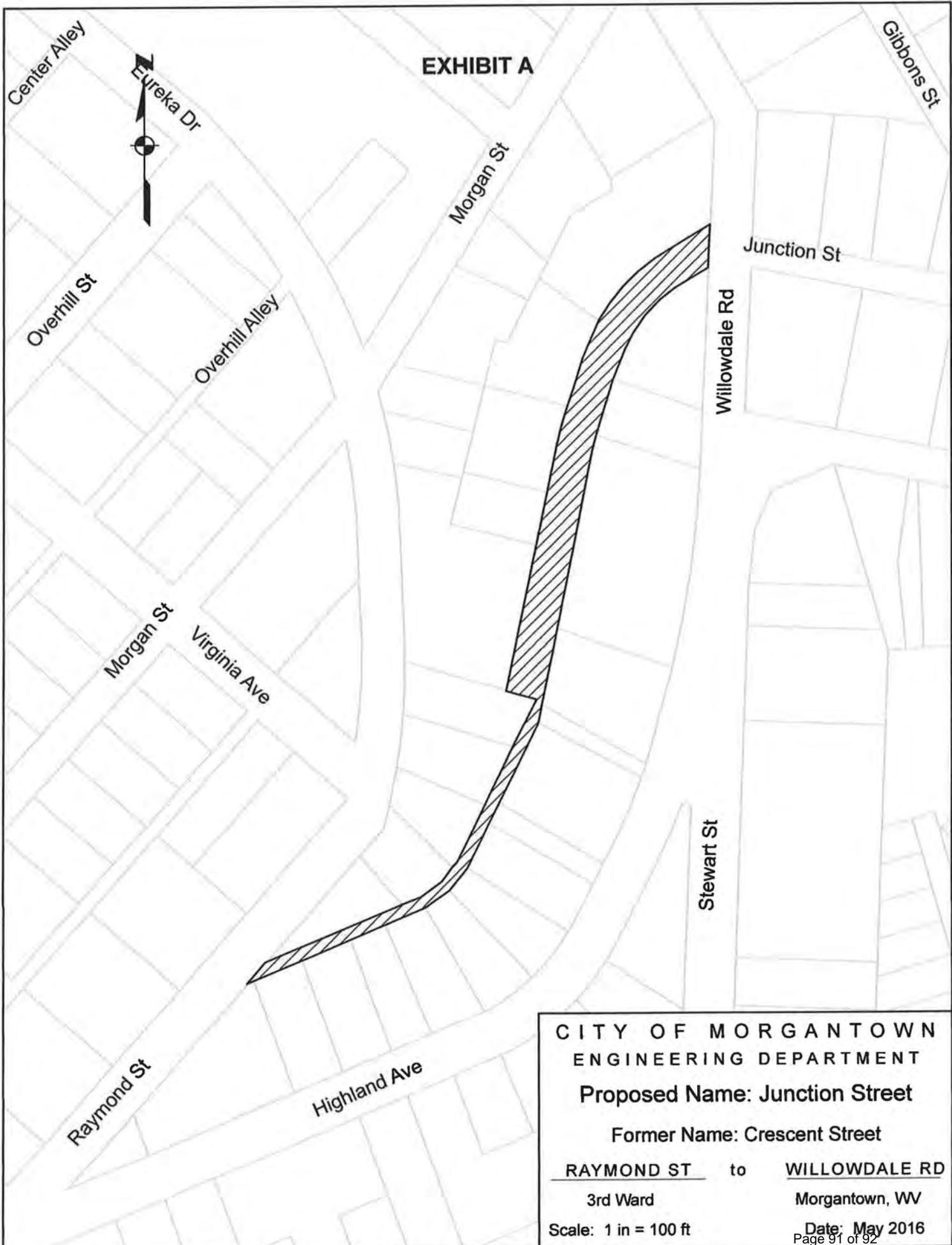


EXHIBIT A

**CITY OF MORGANTOWN
ENGINEERING DEPARTMENT**

Proposed Name: Junction Street

Former Name: Crescent Street

RAYMOND ST to WILLOWDALE RD

3rd Ward

Morgantown, WV

Scale: 1 in = 100 ft

Date: May 2016

RESOLUTION APPROVING AND AUTHORIZING TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) THE 2016 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN

- WHEREAS, The City of Morgantown is anticipated receive a FY 2016 entitlement allocation of \$366,375 in Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD); and
- WHEREAS, The City has prepared the FY 2016 Action Plan in compliance with the 2014-2018 Consolidated Plan; and
- WHEREAS, The FY 2016 Action Plan and 2014-2018 Consolidated Plan have been developed in accordance with the City of Morgantown's Citizen Participation Plan, including public hearings conducted on November 12, 2015, and March 29, 2016, along with a publication of proposed Action Plan for a 30 day Public Comment period April 1 – 30, 2016 with plans available at City Hall, Public Library, BOPARC Senior Center, BOPARC Office and on the City's Web Site;
- NOW, THEREFORE the City of Morgantown by adoption of this resolution this 3rd day of May, 2016, authorizes the execution of;
- SECTION 1, The FY 2016 Action Plan allocating \$366,375 in new CDBG funds, \$190,012.34 in carry over funds, funding Administration & Planning - \$73,275, Housing Programs - \$132,680, Community Development Activities - \$54,956, Non-Housing Community Development Activities - \$180,012.
- SECTION 2, That the City of Morgantown City Manager is hereby designated as the official representative of the grantee and authorized to submit the Action Plan and all certifications, assurances, and related documents to the U.S. Department of Housing and Urban Development (HUD), and to act in connection with the submission as may be necessary
- SECTION 3, That the City of Morgantown City Manager is hereby authorized to execute the FY 2016 CDBG Grant Agreement with the U.S. Department of Housing and Urban Development (HUD) and to administer the Community Development Block Grant Program on behalf of the City.
- SECTION 4, That the Office of Community Development is authorized to administer the CDBG grant and request drawdowns from HUD.

Mayor

City Clerk