



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  
llittle@cityofmorgantown.org

**AGENDA  
MORGANTOWN CITY COUNCIL  
REGULAR MEETING  
JULY 21, 2015  
7:00 p.m.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **APPROVAL OF MINUTES:** July 7, 2015 minutes will be available at a later date.
5. **CORRESPONDENCE:**
6. **PUBLIC HEARINGS:**
  - A. **AN ORDINANCE AMENDING CITY CHARTER SECTION 2.12 AND ADDING A NEW SECTION 2.17 PERMITTING AUTHORIZATION OF INTERGOVERNMENTAL AGREEMENTS BY RESOLUTION RATHER THAN ORDINANCE.**
  - B. **AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT OVER PROPERTY LOCATED AT 10 MAPLE AVENUE.**
  - C. **AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY BOARD OF EDUCATION PROVIDING FOR A PREVENTION RESOURCES OFFICER.**
  - D. **AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT WITH THE West Virginia UNIVERSITY BOARD OF GOVERNORS ON HOUGH STREET.**
  - E. **AN ORDINANCE ANNEXING PROPERTY IN UNION AND GRANT DISTRICTS ADJACENT TO THE MORGANTOWN MUNICIPAL AIRPORT INTO THE**

**CORPORATE BOUNDARIES OF THE CITY OF MORGANTOWN.**

**7. UNFINISHED BUSINESS:**

- A. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT OVER PROPERTY LOCATED AT 10 MAPLE AVENUE. (FIRST READING: JULY 7, 2015)**
- B. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY BOARD OF EDUCATION PROVIDING FOR A PREVENTION RESOURCES OFFICER. (FIRST READING: JULY 7, 2015)**
- C. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT WITH THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON HOUGH STREET. (FIRST READING: JULY 7, 2015)**
- D. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE ANNEXING PROPERTY IN UNION AND GRANT DISTRICTS ADJACENT TO THE MORGANTOWN MUNICIPAL AIRPORT INTO THE CORPORATE BOUNDARIES OF THE CITY OF MORGANTOWN. (FIRST READING: JULY 7, 2015)**

**E. 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 AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY RELATING TO RUNWAY EXTENSION AT THE MORGANTOWN MUNICIPAL AIRPORT.**

**B. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE AMENDING THE FY 2015-2016 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.**

**C. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE AMENDING THE FY 2015-2016 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE COAL SEVERANCE FUND.**

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

**INFORMATION:**

**1. BAD-to-Better Building meetings**

**12. REPORT FROM CITY CLERK:**

**13. REPORT FROM CITY ATTORNEY:**

**14. REPORT FROM COUNCIL MEMBERS:**

**15. EXECUTIVE SESSION: Consideration of employee evaluations for City Manager and City Clerk (It is anticipated this matter will be discussed in executive session as permitted by W. Va. Code Section 6-9A-4(b) (2) (A).**

**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](http://www.morgantownwv.gov)

## City Manager's Report for City Council Meeting on July 21, 2015

### **Information:**

#### **1. BAD-to-Better Building meetings**

In April, the City was notified that it was the recipient of a BAD Building Technical Assistance Grant through the Brownsfield Assistance Center. The technical assistance would come in community training and guidance in establishing a BAD Building program. For Morgantown, we have termed the program the BAD-to-Better Program. A community kick-off meeting will take place on July 20<sup>th</sup> at the Woodburn Activity Center at 6:00 pm to get residents interested in becoming a part of the program by helping to inventory and develop strategies to reuse, redevelop, or remove vacant and dilapidated properties in the City. The first community training meeting will take place on July 27<sup>th</sup>, again at the Woodburn Activity Center at 6:00 pm. I encourage residents to be a part of the BAD-to-better Program by participating in the training meetings and volunteer to help develop a full City-wide inventory of properties and strategies for improvements.

Jeff Mikorski ICMA-CM,  
Morgantown City Manager

# BAD-TO-BETTER BUILDINGS TEAM KICK-OFF MEETING



## Join the BAD-To-Better Buildings Team!

Learn about the ***BAD Buildings Program*** and be a part of the reuse planning of the abandoned, dilapidated, and vacant buildings in ***Morgantown!***

**MONDAY JULY 20TH 6TH, 6:00PM—8:00PM**  
**WOODBURN ACTIVITY CENTER**  
**918 FORTNEY STREET**

Contact: Jeff Mikorski, 304.284.7405, [jmikorski@morgantownwv.gov](mailto:jmikorski@morgantownwv.gov)

Light refreshments will be provided

# MORGANTOWN BAD-TO-BETTER BUILDINGS



## TEAM MEETING

**MONDAY, JULY 27th 6:00 PM - 8:00 PM**

**Woodburn Activity Center  
918 Fortney Street**

Want to?

Clean up your neighborhood

Remove abandoned and blighted buildings in town

Help make Hamlin shine!

**Join the BAD-To-Better Buildings Team Today!**

**FOR MORE INFO CONTACT:**

Jeff Mikorski  
City Manager  
304-284-7405

[jmikorski@morgantownwv.gov](mailto:jmikorski@morgantownwv.gov)

## BOARDS AND COMMISSIONS - TERMS EXPIRED AND CURRENT VACANCIES

### Council

*Please remember that your terms expire on 30<sup>th</sup> day of June 2015 for the boards & ad. Hoc committees you are on. Please be deciding if you wish to remain on these or switch to a new board.*

**BIKE BOARD VACANCIES:** The Bicycle Board needs new members. Advertisement went out on 7-14-15. Those interested can contact the City Clerk at 304-284-7439 or by e-mail at [tucker@morgantownwv.org](mailto:tucker@morgantownwv.org). See attached press release.

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

**HUMAN RIGHTS COMMISSION:** The following member's terms expired on 6/30/15: Anne Marie Lofaso; Jan Derry and Brian Jara. Chair Jan Derry is checking to see if all wish to continue to serve. Jan Derry is continuing to serve. The Commission will have to fill 3 vacancies Annie Marie Lofaso, Brian Jones and Mike Fike. Sending out Advertisement for applicants. Appt. by Council. Terms staggered

**METROPOLITAN THEATRE COMMISSION:** Connie Merandi has resigned. Will advertise for candidates to replace vacancy. Attached is a bio to fill the vacancy of Connie. Council can review and vote on that applicant at the July 7<sup>th</sup>, 2015 meeting. 7 members to be City residents, 1 member from Council, 1 member from County Commission.

**MORGANTOWN HOUSING ADVISORY COMMISSION:** Chelsi Baker has done a press release for members. Council will be notified when the Clerk gets applications and will keep Council updated. Councilor Kawecki will also be helping to develop this Commission. Ruth Donaldson also wishes to continue to serve. Attached are bios. For Council consideration. Council can review and vote on applicants at the July 7<sup>th</sup>, 2015.

**MUSEUM COMMISSION:** Christi Vehnam and Tim Termans term expires on 6-30-15. Checking with Chair to see if they wish to continue to serve. Residents, 10 members, 1 from council.

**URBAN LANDSCAPE:** Cindy Fike the 6<sup>th</sup> ward member is resigning. Nicole Panaccione, Fourth Ward resigned on 7/1/2014. Councilor Selin is looking for a replacement for that position on that commission. Also, Joseph Scotti resigned as Fifth Ward member. Am asking our Deputy Mayor and 5<sup>th</sup> Ward Council member to find a replacement. Kitty Lozier resigned effective 7/1/15. Attached is her resignation letter. Nominated by CM, one from each WD, 13 members with staggered terms and 1 Councilor. City Manager and Clerk will be meeting to discuss appointments.

**SISTER CITIES COMMISSION:** Helene Friedberg, Amelia Garcia and Rosalyn Becker's term expired on 6/30/15. George Lies Chair of this Commission is checking to see if they wish to continue to serve. Waiting on Chair Lies to report back on vacancies. (Up to two or more from the Metro Area serve as Ex-officio members) 9 members & City Admin Ex-Officio

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

**WARD AND BOUNDARY COMMISSION:** Don West, Cindy O'Brian, Roger Banks, Steve Carpenter, William Ryan, Guy Panrell and Chair Alan Donaldson's. Chair Donaldson contacted members and all wish to continue to serve. (Attached from Chair Donaldson is paper work confirming all members wishing to continue on board for reference.) Appt. by Council within 30 days of term commencement. One from each ward.

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

*\*Information for Boards and Commissions vacancies are placed in the Dominion Post, City Newsletter are advertised on the City's Government Station Channel 15, and City's Web Page*

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

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

7/14/15

## BICYCLE BOARD OPENING

As a committee of the Traffic Commission, the purpose of the Bicycle Board is to work to make Morgantown a Bicycle Friendly Community as defined by the League of American Bicyclists so as to reduce traffic demands, afford better air quality, and improve public health. Also to make recommendations for improving signage, safety, capacity and facilities for bicycles on streets, trails or other land design or use which supports cycling; advocate for the provision of bicycle travel opportunities to and from locations such as residential, employment, commercial, education, recreation and transit centers; promote the development of safe bicycle routes to schools; and encourage use and enjoyment of bicycling and bicycle safety education in Morgantown.

To apply to become a member contact the City Clerk at 304-284-7434 or by e-mail [ltucker@morgantownwv.org](mailto:ltucker@morgantownwv.org)

## Linda Tucker

---

**From:** Jan Derry <jderry@nwvcil.org>  
**Sent:** Friday, June 19, 2015 7:13 AM  
**To:** Linda Tucker  
**Subject:** Re: HRC Solicitation

We need 3.. Coming off is Mike Fike, Brian Jara and Anne Marie Lafaso.

Jan Derry  
Executive Director  
NCIL Region III Representative  
NWVCIL  
601-3 E. Brockway Ave  
Suite A&B  
Morgantown, WV 26501  
304-296-6091 V/TTY  
[www.nwvcil.org](http://www.nwvcil.org)

On Jun 19, 2015, at 7:01 AM, "Linda Tucker" <[tucker@morgantownwv.gov](mailto:tucker@morgantownwv.gov)> wrote:

How many and who is coming off?:)

**From:** Jan Derry [<mailto:jderry@nwvcil.org>]  
**Sent:** Thursday, June 18, 2015 8:45 PM  
**To:** Linda Tucker  
**Subject:** HRC Solicitation

Linda,

The commission approved you moving forward on the public solicitation for commission members.

Thanks!

Jan

Sent using OWA for iPhone

**Linda Tucker**

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**From:** Web Contact <webcontact@cityofmorgantown.org>  
**Sent:** Tuesday, June 16, 2015 1:30 PM  
**To:** Linda Little  
**Subject:** Fwd: morgantownwv.gov Contact Form

Linda, I'm guessing he's referring to the Met Theater Commission?

Carol Allen  
Executive Assistant to the City Manager  
City Managers Office

----- Forwarded Message -----

From: "morgantownwv.gov Contact Form" <do-not-reply@mandsconsulting.com>  
To: webcontact@cityofmorgantown.org  
Sent: Friday, June 12, 2015 11:17:02 PM  
Subject: morgantownwv.gov Contact Form

Page: <http://www.morgantownwv.gov/residents/downtown-morgantown/>

IP: 24.131.120.62

Date and Time: June 12, 2015 7:17 pm

Name (required): Tim Rhodes

Email (required): tim.rhodespmg@gmail.com

Phone: 304 319 0630

Message (required): To whom it may concern,

In response to the announcement in the Dominion Post on June 12, 2015, I am interested in applying to volunteer for the Metropolitan Theater Commission. The email address little@cityofmorgantown.org was returned as an incorrect address.

Please send any further information on the requirements of application for this commission.

Respectfully,

Tim Rhodes

## Morgantown

Request ID: 30805

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

**Received:** Sunday, June 14, 2015

**Status:** Completed

**Priority:** Normal

**Assigned To:** Heather Carl

### Contact Details

**From:** Terry Kelly

**Email:** tkellywv@hotmail.com

**Telephone:** 3042924658

**Address1:** 501 Astor Ave

**Address2:**

**City:** Morgantown

**State:** WV

**Zip Code:**  
26501

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

### Request Address

**Number:**

**Direction:**

**Street:**

**Type:**

**Apt:**

**City:**

**State:**

**Zip Code:**

### Questions and Answers

**Are you a Morgantown resident?:**

Yes

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

65

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

First

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

Housing Advisory Commission

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

retired

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

education/psychology

**Do you have professional certifications or licenses?:**

yes

**Do you have any pertinent special interests?:**  
**background in theatre and work with multi-cultures**

**Staff Activities**

The status of the request was changed from Active to Completed. on 6/17/2015 at 2:30 PM

**Public Activities**

Request was successfully submitted. by EXEC EXEC on 6/14/2015 at 10:34 PM

## 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: Mr. Brian Jones WORK/CELL PHONE: 304 282 3685

ADDRESS: 5004 Church Hill Dr HOME PHONE: 304 249 8183

Morgantown, WV 26505 ZIP: 26505

EMAIL ADDRESS: Jones19Board@10 yahoo.com

CITY RESIDENT? YES  NO  YEARS OF CITY RESIDENCY 16 yrs WARD     

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

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN? oil; gas

JOB TITLE or JOB DESCRIPTION: frac crew

PROFESSIONAL CERTIFICATIONS/LICENSES:     

SPECIAL INTERESTS: housing Commission

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 checked="" type="checkbox"/> FIRE CIVIL SERVICE            | <input type="checkbox"/> POLICE CIVIL SERVICE                  |
| <input type="checkbox"/> HISTORIC LANDMARKS                       | <input type="checkbox"/> SISTER CITIES COMMISSION              |
| <input checked="" 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"/> URBAN LANDSCAPE COMMISSION |
| <input type="checkbox"/> MORGANTOWN UTILITY BOARD                 | <input type="checkbox"/> WARD & BOUNDARY                       |
| <input checked="" type="checkbox"/> MORGANTOWN HOUSING COMMISSION | <input type="checkbox"/> WOODBURN SCHOOL                       |
| <input type="checkbox"/> TREE BOARD                               |  |

**Brian Jones**  
**5004 Church Hill Dr**  
**Morgantown, WV 26505**  
**(304) 249-8783**

### **Objective**

To obtain a position in the community while helping others

### **Education**

West Virginia Junior College, Morgantown, WV  
A.S., Information Technology, 2005

Mountaineer Challenge Academy, Kingwood, WV  
Adult Basic Education/Quasi-Military Training

### **Certifications**

#### **Basic Essential Supervisor Training**

*Superior Knowledge of Supervisory managerial, Leadership skills and Fair employment Skills*

#### **Crisis Behavior Management Training**

*Promote the safety of individuals receiving and providing care reducing the use of seclusion and restraint in all healthcare; to promote an environment of partnering and collaboration to eliminate the use of aversive/coercive interventions*

#### **Pass Training**

*Current expertise in passenger assistance techniques and sensitivity skills appropriate for serving persons with disabilities*

#### **CPR Certified**

*Adults ,children and infants*

### **Professional Skills and Abilities**

*\*intellectual attitude\* Goal oriented\* Team player\* Intellectual curiosity\**

*Self-confidence\* Professional demeanor\* Strategic thinker\* Willingness to learn\* Personal thinker\**

*Self motivated\* Hard worker*

### **Professional Work History**

*Self Employed, Morgantown, WV*

#### **Computer/Network Administrator, 2011-2015**

- Diagnosed and corrected server and network connectivity issues
- Recommended upgrades, configured routers, firewalls
- Installed operating systems, software and hardware

*Monongalia County, Morgantown, WV*

**Poll Worker, 2014-2014**

- Setting up election equipment inside a designated polling location
- Preparing election equipment as instructed in training sessions
- Maintaining election equipment security throughout the election period
- Thoroughly reviewing and completing all election forms
- Posting prescribed election materials inside and outside of polling location
- Qualifying voters through use of identification and poll lists
- Activating electronic ballots and selecting the correct ballot styles for each voter
- Assisting voters during the voting process by explaining equipment usage
- Closing the polling location at the end of the voting period

*Mr. Delivery, Morgantown, WV*

**Delivery Driver, 2012-2013**

- Drove to and from businesses/homes
- Loaded and unloaded food items from various restaurants to customers
- Collected Money via credit or debit card
- Utilized GPS device along with Google Maps to locate destinations
- Defused complicated situations and misunderstandings
- Provided guidance and direction in an encouraging and direct manner

*Pace Enterprise, Morgantown, WV*

**Rehabilitation Specialist, 2011-2013**

- Maintained designated area according to the statement of work; required attention to detail.
- Checked supplies and equipment
- Requested orders and repairs when needed
- Provided initial and on-going job training to placements as needed
- Provided guidance and direction in an encouraging and direct manner

*Mighty Bright Cleaning Services, Bridgeport, WV*

**Janitor, 2005 - 2011**

- Removed garbage from the WVU football stadium and coliseum after sporting events
- Dumped barrels into BFI trucks, changed garbage can liners in between games, washed windows

*U.S Census Bureau, Morgantown, WV*

**Enumerator, 2010-2010**

- Conducted interviews with residents in assigned areas by following stringent guidelines and confidentiality laws.
- Explained the purpose of the census interview, answered residents' questions, elicited information
- following a script, and recorded census data on forms.
- Assessed quality control levels on selected addresses, determined which samples passed or failed, and maintained records for quality control verification.

- Complied with accuracy standards while maintaining high production rates. Maintained records of hours worked, units produced, miles driven, quality control results, and expenses incurred in the performance of duties.
- Met daily with supervisor to review and submit work, and receive additional instructions.

*California Organization of Police and Sheriffs, Morgantown, WV*

**Professional Telephone Solicitor, 2003 – 2010**

- Performed a variety of task for the local Fraternal of Police including, calling local residents to donate on behalf of officers who had been injured in the line of duty.
- Validated and confirmed pledge amount via telephone and secured their pledge amount with a visa or master card.

*Crystal Clear Cleaning Services*

**Janitor, 2009-2010**

- Stripped, waxed, and buffed floors at local dairy marts and retail stores.
- Vacuumed, and mopped restroom floors
- Sanitized, restocked, and completed order forms for cleaning supplies

*Patton Building Services, Morgantown, WV*

**Janitor/Supervisor, 2007 – 2009**

- Polished office desk, vacuumed and mopped floors, dusted and washed windows
- Restocked kitchen, bathrooms and paper towel dispensers

*Mountaneer Temps, Morantown, WV*

**IT Help Desk, 2006 - 2006**

- Recommend/research/implement new hardware/software solutions for students
- Manage IT/lab security
- Regularly analyze performance of Help Desk activities and documented resolutions, identify problem areas, and devise and deliver solutions to enhance quality of service and to prevent future problems
- Support and enforce University policies

*Liberty Tax Services, Morgantown, WV*

**Tax Preparer/Consultant, 2006 – 2007**

- Examine solutions to problems and evaluate effectiveness
- Express ideas clearly when speaking, typing and writing
- Listen, understand spoken information and ask questions
- Consulted tax law handbooks or bulletins to determine procedure for preparation of typical returns

*John P Kuehn Fine Jewelers, Morgantown, WV*

**LAN/Administrator/Computer technician, 2005 – 2007**

- Install necessary software and perform repairs to small business computers
- Manage and maintain stability of workstation
- Enter commands and observe system functioning to verify and maintain system stability
- Conduct research on emerging products, services, protocols, and standards that support Small Business technology

*Mountaineer Boys & Girls Club, Morgantown, WV*

**LAN/Wi-fi Network Admin/Computer Technician, 2005 – 2005**

- Direct the user how to perform software/hardware diagnostics
- Monitor the system for hardware failures
- Schedule and coordinate the use of computer terminal and network connections to ensure the best performance

**Volunteer Work**

Salvation Army

Boys & Girls Club

Hospice

Boy Scouts of America

Preston Soccer

**References**

furnished upon request

March 19, 2015

# 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: Ruth R. Donaldson WORK/CELL PHONE: 304-685-1244

ADDRESS: 1300 Heritage Place HOME PHONE: 304-599-0539

Morgantown WV ZIP: 26505

EMAIL ADDRESS: acdonalds@comcast.net

CITY RESIDENT? YES  NO  YEARS OF CITY RESIDENCY 58 WARD 7

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

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN? school teacher <sup>real estate</sup> Broker

JOB TITLE or JOB DESCRIPTION: elementary school teacher, Assoc. Broker <sup>lat Stewart</sup> Real Estate

PROFESSIONAL CERTIFICATIONS/LICENSES: \_\_\_\_\_

school teacher - Pennsylvania State University - B.S. degree

Assoc. Broker - Pat Stewart Real Estate, Mgr. WV

SPECIAL INTERESTS: community activist - volunteer - in elementary

Schools - Sunday School teacher, ballet student, dancer

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



Thanks, Linda,

Can write the release for Bob Goff. Be  
Unconfirmed...

March 13, 2015

Bob Goff, BE

**Press Release**

**Volunteers Needed for Housing Advisory Commission**

Fultz  
Donalson

The Housing Advisory Commission has opening for two volunteers in their membership. The first opening must be filled by a licensed real estate representative, the second, for one at large member who shall be a resident of the city of Morgantown.

All members of the commission except for WVU student government representatives serve a 3 year term; all members serve without compensation.

The function of the Housing Advisory Commission is to:

1. Serve as the medium for citizen advice and comment on housing issues.
2. Provide advocacy for establishing and maintaining diversity in housing types and opportunities.
3. Encourage and strengthen collaborative planning and communications between public and private housing sectors.
4. Review, consider, and make recommendations to the City Manager and City Council on all aspects that affect public and private housing.
5. Research and discuss housing trends and ideas and make recommendations to the City Manager and City Council regarding housing policy and ordinances.
6. Sponsor educational programs on owner and non-owner occupied housing.

If you are interested in serving please contact city clerk Ms. Linda Little Tucker at [llittle@cityofmorgantown.org](mailto:llittle@cityofmorgantown.org) or apply on our website at... [www.morgantownwv.gov](http://www.morgantownwv.gov). Or call the clerk at 304-284-7434. Thank you Volunteers☺

Thursday, June 18, 2015

Ross Justice  
Morgantown WV 26505

Dear Ross,

This letter is to provide you an update on a request to the Morgantown, received on Friday, May 29, 2015.

### **REQUEST SUMMARY**

#### **Contact Details**

**From:** Ross Justice  
**Email:** RossJusticeWV@gmail.com  
**Telephone:** 3043221207  
**Language Preference:**  
**Address 1:** 748 Johnson Ave  
**Address 2:**  
**City:** Morgantown  
**State:** WV  
**Zip Code:** 26505  
**Pref. Method of Response:** E-Mail

#### **Question and Responses**

Are you a Morgantown resident?:

Yes

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

23

In which City Ward do you reside?:

Fifth

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

② Board of Park and Recreation Commissioners (BOPARC) ① Metropolitan Theater  
③ Mtg + Housing Commission.

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

Fawley Music Company, Inc.

What type of business are you, or were you, employed in?:  
Music Instrument Retail, Rentals, and Repairs

Do you have professional certifications or licenses?:  
Lifelong resident of the City of Morgantown and current student at West Virginia University; proficient in Microsoft Office, Adobe Suite, mass e-mailing platforms, cloud computing, social media, and audio recording technology.

Do you have any pertinent special interests?:  
Writing, recording, and performing original music compositions; logistic and strategy in business and politics; teaching percussion privately and for University High School Marching Band

### **REQUEST DETAIL**

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

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

Sincerely,  
Jeff Mikorski  
Office of the City Manager

## Linda Tucker

---

**From:** Kitty Lozier <clozier@gmail.com>  
**Sent:** Wednesday, June 17, 2015 3:28 PM  
**To:** Linda Tucker  
**Subject:** Resigning from the ULC commission

Dear Linda , I am resigning from the Urban Landscape Commission as of July 1,2015. It has been a great experience and thank everyone for their help.

Catherine Lozier

# MWBC 2013-2015

Members willing to serve on MWBC 2015-2016<sup>+</sup>

Ward 1 Don West 304 291-6355 Yes

Ward 2 Cindy O'Brien Yes

Ward 3 Roger Banks Yes

Ward 4 Steve Carpenter 304-598-2614 (304-58854) Yes

Ward 5 Wm "Bill" Ryan 304-292-1982 Yes

Ward 6 Guy Pamrell 304-292-0260 Yes

Ward 7 Alan Donaldson 304-599-0589 Yes  
(Senior chair) 6-11-15

---

**AN ORDINANCE AMENDING CITY CHARTER SECTION 2.12 AND ADDING A NEW SECTION 2.17 PERMITTING AUTHORIZATION OF INTERGOVERNMENTAL AGREEMENTS BY RESOLUTION RATHER THAN ORDINANCE.**

WHEREAS, pursuant to the authority granted to the City of Morgantown as a Home Rule Municipality under West Virginia Code § 8-1-5a, City Council is authorized to provide for the entry into agreements with other jurisdictions by resolution rather than by ordinance; and

WHEREAS, by authorizing the authority to enter agreements with other jurisdictions by resolution rather than by ordinance, the City shall be exempt from the provisions of West Virginia Code § 8-11-3(10); and

WHEREAS, West Virginia Code § 8-4-8 provides that whenever the governing body of a municipality shall deem it expedient to amend the charter of the City, it shall propose the amendment by ordinance; and

WHEREAS, City Council finds and determines that it would be in the best interest of the City to amend its Charter so that the City may enter agreements with other jurisdictions by resolution rather than by ordinance and thereby promote efficient governance;

NOW, THEREFORE, the City of Morgantown hereby ordains that the City Charter is amended as follows:

**SECTION 2.12. ACTION REQUIRING AN ORDINANCE.**

In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the City Council shall be by ordinance which:

- (1) Adopt or amend an administrative code or establish, alter or abolish any City department, office or agency;
- (2) Provide for a fine or other penalty or establish a rule or regulation for violation of which a fine or other penalty is imposed;
- (3) Levy taxes, except as otherwise provided in Article V with respect to the property tax levied by adoption of the budget. Provide for the collection of fees of any lawful kind;
- (4) Grant, renew or extend a franchise;
- (5) Regulate the rate charged for its services by a public utility, to the extent permitted by law;
- (6) Authorize the borrowing of money;
- (7) Convey or lease or authorize the conveyance or lease of any lands from the City or to the City;
- (8) Require a license to do business;
- (9) Provide for a public improvement;
- (10) Lay out or vacate a public street, avenue, road, alley or way;
- (11) Relate to planning and zoning;
- ~~(12) Provide for a contractual or other agreement with another jurisdiction;~~
- (12) 3) Adopt with or without amendment ordinances proposed under the initiative power;
- (13) 4) Change ward boundaries;

(14 5) Amend or repeal any ordinance previously adopted, except as otherwise provided in Article VIII with respect to repeal of ordinances reconsidered under the referendum power.

**SECTION 2.17. RESOLUTIONS FOR INTERGOVERNMENTAL AGREEMENTS.**

The City Council is authorized to provide for a contractual or other agreement with another jurisdiction by resolution.

This ordinance shall become effective upon adoption, subject to the statutory requirements imposed by West Virginia Code section 8-4-8.

FIRST READING:

\_\_\_\_\_

Mayor

ADOPTED:

FILED:

\_\_\_\_\_

City Clerk

RECORDED:

**AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT  
AGREEMENT OVER PROPERTY LOCATED AT 10 MAPLE AVENUE**

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, granting a right-of-way and easement to the owners of property located at 10 Maple Avenue for the placement of a heating element in the right-of-way.

**FIRST READING:**

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

**ADOPTED:**

**FILED:**

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

**RECORDED:**

**RIGHT-OF-WAY AND EASEMENT AGREEMENT**

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, party of the first party, GRANTOR, and WALTER C. BIRD and MADONNA J. BIRD, husband and wife, parties of the second part, GRANTEE.

WITNESSETH: That for and in consideration of the payment of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration hereinafter detailed, GRANTOR does now hereby grant and convey unto the GRANTEE, its contractors, licensees, lessees, sublessees, successors and/or assigns, a non-exclusive right-of-way and easement for the laying, relaying, constructing, reconstructing, placing, replacing, repairing, maintaining, and removing a subsurface heating element, lying and being within the public right of way known as Maple Drive, located in the First Ward of the City of Morgantown, Monongalia County, West Virginia, and shown on Tax Map 37, parcel 332.

The location of said right-of-way and easement is more particularly shown upon the drawing attached as Exhibit 1 to this Agreement.

For the consideration aforesaid, GRANTOR does now also hereby grant and convey unto the GRANTEE, its contractors, licensees, lessees, sublessees, successors and/or assigns, the right of ingress, egress, and regress to and from the easement area.

The facility placed in the encroachment on the right-of-way shall be constructed, maintained and repaired at Grantee's, or its contractors, licensees, lessees, sublessees, successors and/or assigns, sole cost and expense. All work to construct, install, maintain and/or repair the facility (the "Work") shall be subject to the following additional conditions:

(a) all Work shall be performed by Grantee, or its contractors, licensees, lessees, sublessees, successors and/or assigns, as expeditiously as possible in accordance with good construction practices and so as to minimize interference with the use of the Grantor's property, including the flow of pedestrian and vehicular traffic;

(b) any surface or subsurface damage to paved areas or other improvements in the Grantor's right-of-way caused by Grantee, or its contractors, licensees, lessees, sublessees, successors and/or assigns, in connection with the Work shall be promptly repaired by Grantee to a condition equal to that existing before any such Work or actions were undertaken, or as directed by the City Engineer; and

(c) Whenever entry onto Grantor's property is required for maintenance or repairs, Grantee, or its contractors, licensees, lessees, sublessees, successors and/or assigns, shall obtain approval from an authorized representative of Grantor prior to entry, and shall conduct such entry only at such times as permitted by Grantor;

(d) Grantor shall have the right to remove, or cause to be removed, the subsurface heating element and any other items placed in the right-of-way in the event that Grantor determines such removal is needed for use of the right-of-way;

(e) Grantor will not be responsible for repair or replacement of any item or material placed in the right-of-way pursuant to this Agreement, or of any item relying upon materials or items placed in the right-of-way, regardless of the cause requiring such repair or replacement, including Grantor's own operations; and

(e) In the event the subsurface heating element would compromise the safety of life or property upon or adjacent to Grantor's right-of-way, at the direction of the City Engineer, Grantee shall promptly repair the condition compromising safety and restore the

surface or subsurface damage to paved areas or other improvements of Grantor's property to a condition equal to that existing before any such Work or actions were undertaken.

The GRANTOR does grant and convey said right-of-way and easement unto the GRANTEE, its contractors, licensees, lessees, sublessees, successors and/or assigns, upon the following terms and conditions:

GRANTEE shall name GRANTOR as an additional insured on its insurance policy covering the Work and shall provide evidence of the same upon demand by Grantor.

GRANTEE and its successor and assigns do hereby indemnify, hold harmless, and release the City from any and all claims, demands, lawsuits, or liability in any way related to the use of the easement granted in this Agreement, including without limitation the conduct of the Work and the operation of any facility placed in the easement area, except for claims based only upon the sole negligence of GRANTOR.

This Agreement shall be binding upon the parties and their respective successors and/or assigns. The rights of way and easements granted herein shall be appurtenant to and run with the land thereby benefited and burdened.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

#### **DECLARATION OF CONSIDERATION**

Under the penalties of fine and imprisonment as provided by law, the undersigned hereby declares that the transfer involved in the document to which this Declaration is appended is a transfer to or from the State of West Virginia, or to or from any of its instrumentalities, agencies or political subdivisions, and therefore is not subject to West Virginia excise tax and is exempt

under the provisions of Chapter 11, Article 22, Section 1 of the West Virginia Code, 1931, as amended.

WITNESS the following signature and seal:

**THE CITY OF MORGANTOWN**, West Virginia,  
a municipal corporation

By: \_\_\_\_\_  
Jeffrey Mikorski  
Its: City Manager

STATE OF WEST VIRGINIA

COUNTY OF MONONGALIA, TO-WIT:

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby CERTIFY that Jeffrey Mikorski, The City Manager of City of Morgantown, West Virginia, a municipal corporation, whose name is signed to the foregoing agreement, has this day sworn to, affirmed, subscribed and acknowledged the same before me in said County, as the free act and deed of said corporation, upon authority duly granted.

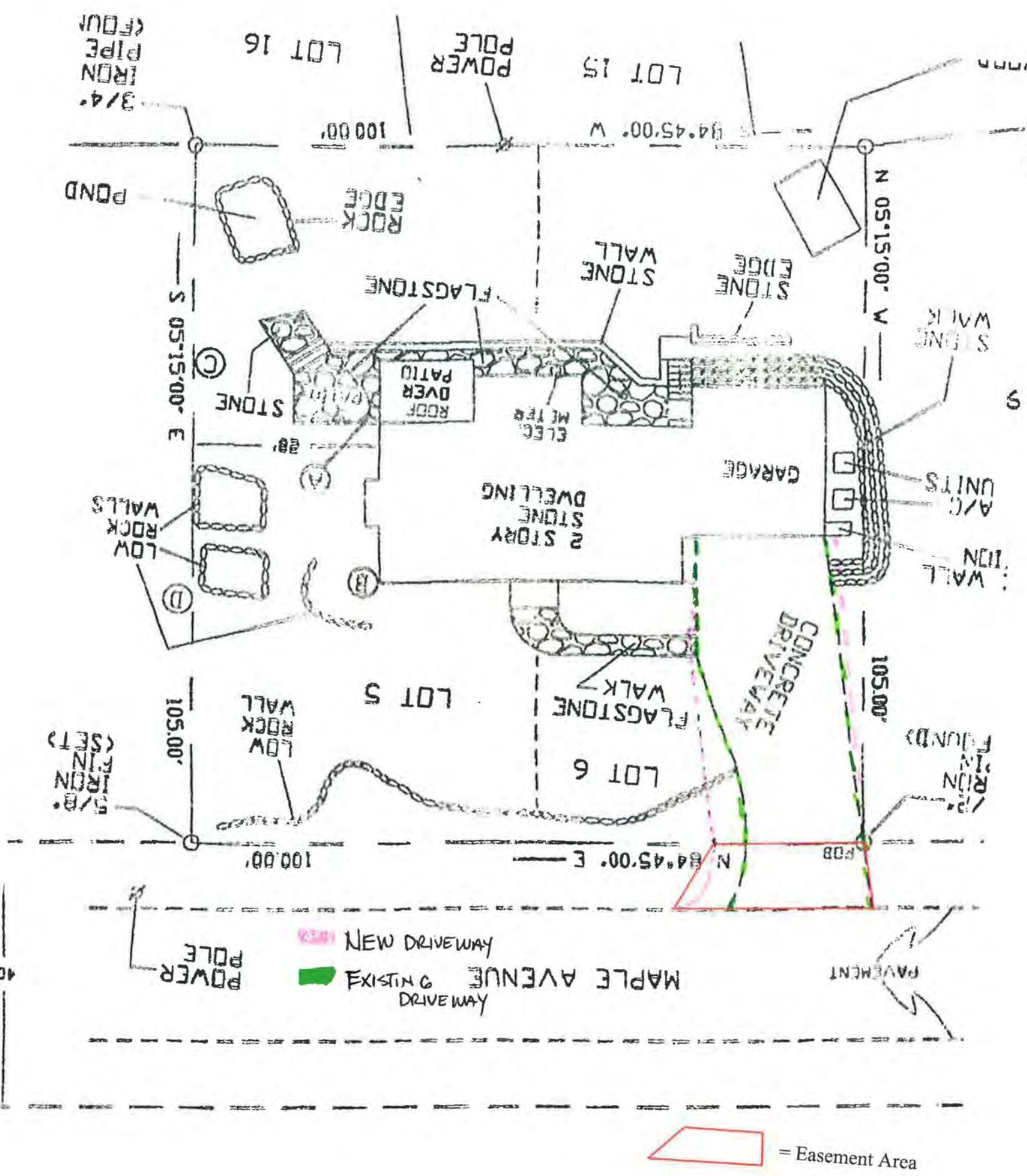
Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2015.

My commission expires: \_\_\_\_\_.

{SEAL}

\_\_\_\_\_  
Notary Public

Prepared without title examination on behalf of Grantor by Ryan Simonton, 389 Spruce Street, Morgantown, WV 26505.



**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY BOARD OF EDUCATION PROVIDING FOR A PREVENTION RESOURCES OFFICER**

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, providing terms and funding for a prevention resources officer.

**FIRST READING:**

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

**ADOPTED:**

**FILED:**

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

**RECORDED:**

## **AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Morgantown, West Virginia (hereinafter referred to as "City") and the Monongalia County Board of Education, West Virginia (hereinafter referred to as "Board").

### **WITNESSETH:**

WHEREAS, the Board has established a Prevention Resources Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the Board agrees that the City have one police officer serve as a Prevention Resources Officer in the Monongalia County School System, Morgantown High School; and

WHEREAS, the City and the Board understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which rise to delinquency; and

WHEREAS, the City and the Board realize, the PRO Program is a great benefit to school administration, students and the community as a whole.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

### **SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY**

- 1.01 The City will provide one (1) police officer as a Prevention Resource Officer, (hereinafter referred to as "PRO") to the Board for assignment at Morgantown High School.
- 1.02 The PRO will abide by County School Board Policies and Laws, as they relate to School Prevention Resource Officer. The PRO will consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, will be under the direction of the principal. The Board will approve the content of education programs and instructional materials used by the PRO.
- 1.03 The PRO will provide to students' instruction in various aspects of law enforcement, public safety, and education as requested and supervised by teachers.
- 1.04 City will be responsible for the control and direction of all aspects of Employment of the police officer assigned to the PRO Programs.

- 1.05 City will ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by the law.
- 1.06 The PRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary procedures in the school. The PRO will perform the following duties:
- A. To perform law enforcement functions within the school setting.
  - B. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
  - C. To foster a better understanding of the law enforcement function.
  - D. To develop a better appreciation of citizens' rights, obligations and responsibilities.
  - E. To provide information about crime prevention.
  - F. To provide assistance and support for crime victims identified within the school setting.
  - G. To promote positive relations between the students and the law enforcement officer.
  - H. To enhance knowledge of the fundamental concepts and structure of the law.
  - I. To be familiar with confidentiality requirements.
  - J. Any records generated by the officer as part of his/her "PRO Program" duties shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (34 CFR 99.30 and 99.31).
- 1.07 The PRO will be on duty at the school during regular school hours when students are required to attend and when the required PRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.
- 1.08 The PRO will not be required to attend extracurricular activities which are held beyond his/her regular workday or require the PRO to leave his/her jurisdiction, but the PRO will have the option to attend if they choose to do so.

## **SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD**

- 2.01 The Principal at Morgantown High School will be the on-site contact person for the PRO. The Superintendent of the Board will designate the Prevention Resource Office Coordinator to serve as the county liaison for the program.
- 2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.
- 2.03 The Board will furnish the City funds in the total sum of \$45,111.00 to offset the cost of salary and related benefits for the employee of the City, who will provide

the contracted service and act as PRO to the schools pursuant to the terms expressed in this Agreement.

### **SECTION 3: TERMS OF AGREEMENT**

- 3.01 This Agreement is made for a 12-month term beginning the 1<sup>st</sup> day of July 2015 and ending the 30<sup>th</sup> day of June 2016.
- 3.02 This Agreement will continue in effect until the expiration of the term described in paragraph 3.01 or until terminated by either of the parties in accordance with the terms listed in Section four (4) below.

### **SECTION 4: TERMINATION**

- 4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

### **SECTION 5: SEVERABILITY**

- 5.01 Should any part of this Agreement be declared invalid by a court of law or administrative body, such decision will not affect the remaining provisions of the Agreement and this Agreement shall be interpreted as if the invalid portion was never a part of this Agreement. If such determination of invalidity will materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

### **SECTION 6: ASSIGNMENT**

- 6.01 No Party to the Agreement will, directly nor indirectly, assign or purport to assign this Agreement or any of the rights or obligations provided in the Agreement in whole or in part to any third party without the prior written consent of the other party.

### **SECTION 7: NO WAIVER**

- 7.01 The failure of either party to exercise any of its rights herein contained will not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

### **SECTION 8: COMPLETE AGREEMENT**

- 8.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior

agreements or understanding of the parties, whether written or oral, concerning the subject matter hereof.

**SECTION 9: CHOICE OF LAW**

9.01 This Agreement will be governed by and interpreted according to the laws of the State of West Virginia. It will be binding upon and inure to the benefit of the successors of the City and the Board.

**SECTION 10: NOTICES**

11.01 All notices or other communications required or permitted by the Agreement will be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or personal delivery to the following persons and addresses unless otherwise specified herein:

\_\_\_\_\_  
Jeff Mikorski, City Manager  
City of Morgantown, WV

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Frank Devono, Superintendent  
Monongalia County Board of Education

\_\_\_\_\_  
Date

**AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT  
AGREEMENT WITH THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS  
ON HOUGH STREET**

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, granting a right-of-way and easement to the West Virginia University Board of Governors for placement of a water line in Hough Street within the City of Morgantown.

**FIRST READING:**

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

**ADOPTED:**

**FILED:**

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

**RECORDED:**

**RIGHT-OF-WAY AND EASEMENT AGREEMENT**

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between CITY OF MORGANTOWN, West Virginia, a municipal corporation, party of the first party, GRANTOR, and WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY, an agency and higher education institution of the State of West Virginia, party of the second part, GRANTEE.

WITNESSETH: That for and in consideration of the payment of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration hereinafter detailed, GRANTOR does now hereby bargain, sell, grant, and convey unto the GRANTEE, its contractors, licensees, lessees, sublessees, successors and/or assigns, a non-exclusive right-of-way and easement for the laying, relaying, constructing, reconstructing, placing, replacing, repairing, maintaining, and removing a water line situate, lying and being within the public right of way known as Hough Street, located in the Fourth Ward of the City of Morgantown, Monongalia County, West Virginia.

The location of said right-of-way and easement ("Easement Area") is more particularly shown upon the plat of survey entitled Construction Easement on Hough Street, dated April 29, 2015, prepared by Richard A. Colebank, WVPS #1076, of Alpha Associates, Inc., consisting of 5,277.32 square feet, more or less, attached hereto as Exhibit A, and being more particularly described as follows:

An area of land designated as being a portion of Hough Street in the Morgantown Corporation on Tax Map 26, more and particularly bounded and described as follows:

Beginning at the centerline intersection of Hough Street and University Drive thence; N 20° 19' 23" E 22.25' with the centerline of University Drive thence; S

68° 55' 38" E 25.00' to the corner of the sidewalk and concrete ramp to Colson Hall Building thence; S 18° 30' 49" W 12.59' to the corner of a brick wall and the northern right-of-way line of Hough Street thence; S 69° 40' 37" E 247.24', with the southern right-of-way of Hough Street to the centerline of University Ave. thence; N 29° 57' 17" E 10.08', to the point of beginning containing 5277.32 square feet (0.12 acres) more or less of construction easement as surveyed in April 2015 by Alpha Associates Inc.

For the consideration aforesaid, GRANTOR does now also hereby grant and convey unto the GRANTEE, its contractors, licensees, lessees, sublessees, successors and/or assigns, the right of ingress, egress, and regress to and from the Easement Area, and a temporary construction right-of-way and easement of such width as is reasonable and necessary for the purposes of laying, relaying, constructing, reconstructing, placing, replacing, repairing, maintaining, and removing the water line.

The water line shall be constructed, maintained and repaired at GRANTEE'S, or its contractors, licensees, lessees, sublessees, successors and/or assigns, sole cost and expense. All work to construct, install, maintain and/or repair the water line (the "Work") shall be subject to the following additional conditions:

(a) GRANTEE shall provide to GRANTOR copies of as-built drawings showing the exact location of said water line upon completion of Work;

(b) all Work shall be performed by GRANTEE, or its contractors, subcontractors, successors and/or assigns, as expeditiously as possible in accordance with good construction practices and so as to minimize interference with the use of the Grantor's property, including the flow of pedestrian and vehicular traffic;

(c) any surface or subsurface damage to paved areas or other improvements on the GRANTOR'S property known as Hough Street caused by GRANTEE, or its contractors, subcontractors, successors and/or assigns, in connection with the Work shall

be promptly repaired by GRANTEE to a condition equal to that existing before any such Work or actions were undertaken, or as directed by the City Engineer; and

(d) Whenever entry onto GRANTOR'S property is required for maintenance or repairs to the water line within the Easement Area, GRANTEE, or its contractors, licensees, lessees, sublessees, successors and/or assigns, shall provide the respective GRANTOR with not less than twenty-four (24) hours prior notice except when access is required in the case of emergency repairs.

This Agreement shall be binding upon the parties and their respective successors and/or assigns. The rights of way and easements granted herein shall be appurtenant to and run with the land thereby benefited and burdened.

#### **DECLARATION OF CONSIDERATION**

Under the penalties of fine and imprisonment as provided by law,, the undersigned hereby declares that the transfer involved in the document to which this Declaration is appended is a transfer to or from the State of West Virginia, or to or from any of its instrumentalities, agencies or political subdivisions, and therefore is not subject to West Virginia excise tax and is exempt under the provisions of Chapter 11, Article 22, Section 1 of the West Virginia Code, 1931, as amended.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS the following signature and seal:

**CITY OF MORGANTOWN**, West Virginia,  
a municipal corporation

By: \_\_\_\_\_  
Jeffrey Mikorski  
Its: City Manager

STATE OF WEST VIRGINIA

COUNTY OF MONONGALIA, TO-WIT:

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby CERTIFY that Jeffrey Mikorski, the City Manager of City of Morgantown, West Virginia, a municipal corporation, whose name is signed to the foregoing agreement, have this day sworn to, affirmed, subscribed and acknowledged the same before me in said County, as the free act and deed of said corporation, upon authority duly granted.

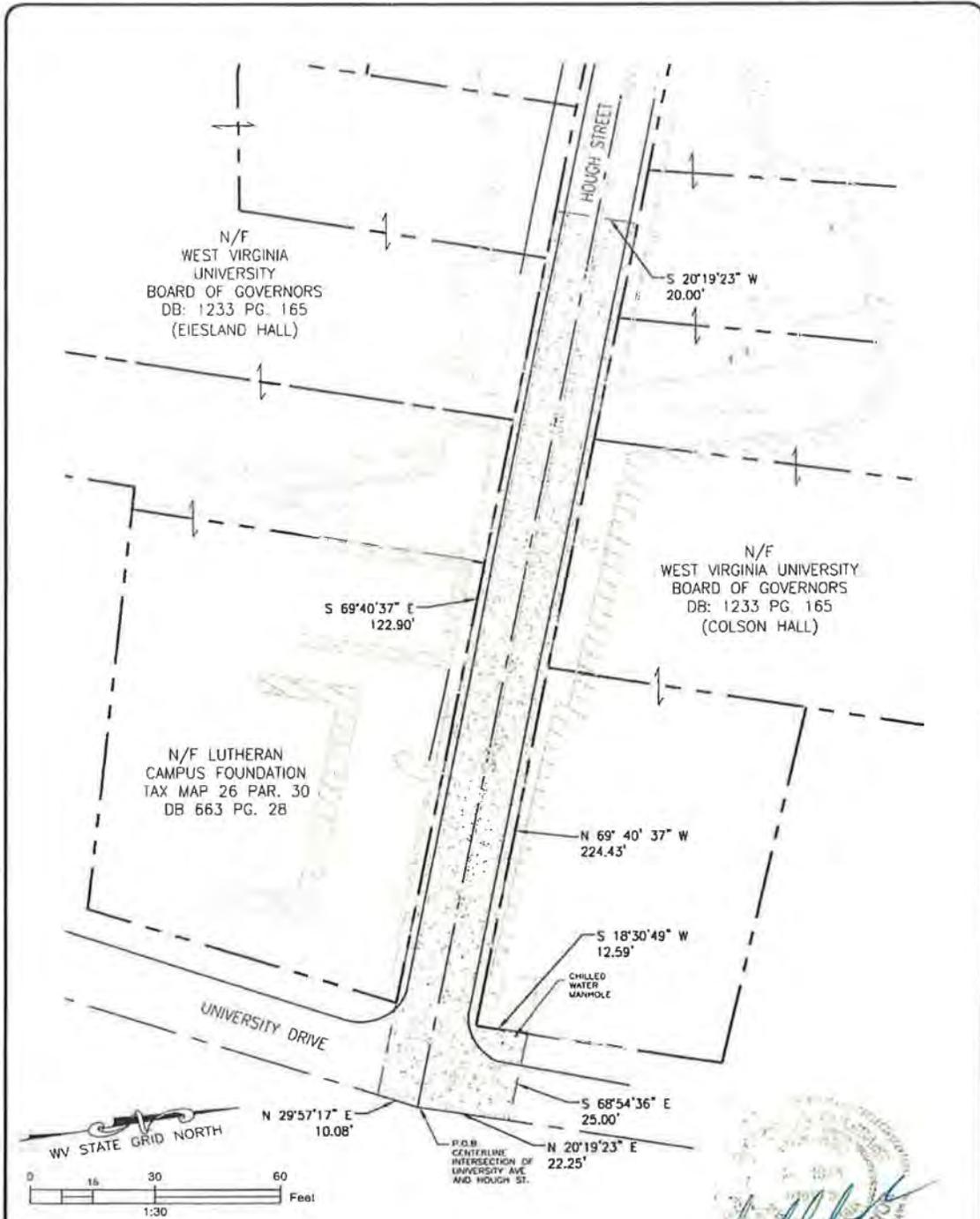
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

My commission expires: \_\_\_\_\_.

{SEAL}

\_\_\_\_\_  
Notary Public

# EXHIBIT A



**LEGEND**

- PAR. = PARCEL
- N/F = NOW OR FORMERLY
- C.O = SANITARY CLEAN OUT
- PP = POWER POLE
- WITH NUMBER
- ⊙ = SANITARY MANHOLE
- = WATER METER
- = WATER VALVE
- - - EX. BUILDING FACE

DATE: 4/29/2015 10:44:53 AM (GMT) V.C. ALI  
2015-04-29 10:44:53 AM

**PLAT OF SURVEY**  
FOR  
**WEST VIRGINIA UNIVERSITY**  
MONOGALIA COUNTY  
THIRD WARD, MORGANTOWN DISTRICT  
MORGANTOWN WV 26501

**Alpha**  
ENGINEERS

ALPHA ASSOCIATES, INC.  
209 PRAIRIE AVE  
MORGANTOWN, WV 26501  
PHONE/FAX: 304-296-8216  
TOLLFREE: 800-640-8216  
www.TrkALPHA.com

DRN: BSK	P.M.: RC	P.I.C.: RC
PRJ. NO.: 1504037.00		
DATE: 4/29/2015		
SHEET NO.:		
<b>1 OF 1</b>		

**AN ORDINANCE ANNEXING PROPERTY IN UNION AND GRANT DISTRICTS  
ADJACENT TO THE MORGANTOWN MUNICIPAL AIRPORT INTO THE  
CORPORATE BOUNDARIES OF THE CITY OF MORGANTOWN**

WHEREAS, West Virginia Code section 8-6-4 permits a municipality to order annexation of additional territory by ordinance without a vote if a majority of freeholders and qualified voters petition for such annexation; and

WHEREAS, all freeholders in the territory subject of the attached "Petition for Annexation," which is incorporated in this Ordinance by reference, have petitioned for annexation and no qualified voters, as defined by *W. Va. Code* § 8-6-4, are present in the territory; and

WHEREAS, the City has enumerated and verified the total number of eligible petitioners in each category and is satisfied that the petition is sufficient in every respect and that the territory to be annexed is contiguous to the current municipal boundaries;

NOW, THEREFORE, the City of Morgantown hereby ordains as follows:

- (1) That the territory described in the Petition for Annexation, containing 14.50 acres, more or less, in Grant and Union Districts, Monongalia County, West Virginia, as more fully described in the Petition for Annexation and exhibit thereto, shall be annexed into the City of Morgantown;
- (2) That the City Clerk is directed to enter upon the journal of the City the finding that the Petition for Annexation is sufficient in every respect and forward a certificate to that effect to the County Commission of Monongalia County, West Virginia, pursuant to *W. Va. Code* § 8-6-4(g), notifying the Commission that it shall enter an order as described in *W. Va. Code* § 8-6-3 describing the annexation of the additional territory to the corporate limits of the City of Morgantown.

**FIRST READING:**

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

**ADOPTED:**

**FILED:**

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

**RECORDED:**

**PETITION FOR ANNEXATION**

The undersigned, being the freeholder of the property situated within the area of proposed annexation, and not being a qualified voter of the territory or a signator to a qualified voters' petition for annexation of the territory, hereby petitions the City Council of the City of Morgantown, West Virginia, to annex the territory described in this Petition, all of which territory was conveyed to the City of Morgantown by the Monongalia County Development Authority by a deed of record with the Clerk of the County Commission at Deed Book 1525, page 64 and to be assessed in the name of the City of Morgantown as the new parcel created in that deed, and shown and described on the attached exhibit, pursuant to West Virginia Code Chapter 8, Article 6, Section 4.

<u>Owner</u>	<u>District</u>	<u>Tax Map No.</u>	<u>Parcel No.</u>
City of Morgantown	Union	22	1.2 (2.11 ac.)
City of Morgantown	Union	22	1.3 (1.19 ac.)
City of Morgantown	Union	22	3 (1.13 ac.)
City of Morgantown	Union	22	4.5 (.37 ac.)
City of Morgantown	Union	22	4.6 (1 ac.)
City of Morgantown	Union	22	52 (.24 ac.)
City of Morgantown	Union	20	78.16 (.88 ac.)
City of Morgantown	Union	20	78.17 (.88 ac.)
City of Morgantown	Union	20	78.18 (.22 ac.)
City of Morgantown	Union	20	101.6 (2.06 ac.)
City of Morgantown	Morgan	7	4.1 (.33 ac.)
City of Morgantown	Morgan	7	6.1 (.43 ac.)
City of Morgantown	Morgan	7	7.4 (1.56 ac.)

Jeff Mikorski, City Manager of the City of Morgantown, West Virginia, the freeholder of the parcels identified in the foregoing "Petition for Annexation," hereby petitions the City of Morgantown for annexation of the parcels identified in the table and attached exhibit.

City of Morgantown

By:   
 Jeff Mikorski

Its: City Manager

EXHIBIT – Annexation Territory

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

**BEGINNING** at a point along the western proposed right of way line and 89.94 feet radially left of centerline at Station 41+00.00 of the Morgantown Municipal Airport Access Road, Monongalia County, West Virginia, whose Northing is 17315.50 and whose Easting is 1854488.37 and along said right of way;

thence along a bearing S 73°-25' E a distance of 59.92 feet to a point;  
thence along a bearing N 43°-25' E a distance of 211.99 feet to a point;  
thence along a bearing N 88°-51' E a distance of 53.74 feet to a point;  
thence along a bearing N 16°-15' E a distance of 145.58 feet to a point;  
thence along a bearing N 25°-48' E a distance of 323.20 feet to a point;  
thence along a bearing N 4°-19' E a distance of 89.84 feet to a point;  
thence along a bearing N 6°-18' E a distance of 259.69 feet to a point;  
thence along a bearing N 12°-48' W a distance of 106.43 feet to a point;  
thence along a bearing N 6°-37' E a distance of 93.27 feet to a point;  
thence along a bearing N 11°-48' W a distance of 198.15 feet to a point;  
thence along a bearing N 32°-18' W a distance of 169.59 feet to a point;  
thence along a bearing N 77°-17' W a distance of 301.47 feet to a point;  
thence along a bearing N 47°-13' W a distance of 98.96 feet to a point;  
thence along a bearing N 18°-34' W a distance of 105.67 feet to a point;  
said point being on the South Controlled Access Right of Way for US Route 857;

thence along said Controlled Access Right of Way at a bearing S 77°-47' E a distance of 246.34 feet to a point on the Controlled Access Right of Way;  
thence along a bearing S 54°-18' E a distance of 336.14 to a point to a point on the Controlled Access Right of Way;  
thence along a bearing S 71°-45' E a distance of 88.94 feet to a point to a point on the Controlled Access Right of Way;  
thence departing the Controlled Access Right of Way along a bearing S 6°-16' W a distance of 36.06 feet to a point;  
thence along a bearing S 34°-06' E a distance of 29.47 feet to a point;  
thence along a bearing S 62°-36' E a distance of 40.70 feet to a point;  
thence along a bearing S 14°-22' E a distance of 171.79 feet to a point;  
thence along a bearing S 0°-18' E a distance of 86.27 feet to a point;

thence along a bearing S 25°-53' W a distance of 81.02 feet to a point;  
thence along a bearing S 8°-10' E a distance of 207.42 feet to a point;  
thence along a bearing S 18°-32' W a distance of 263.55 feet ;  
thence along a bearing S 17°-01' E a distance of 101.84 feet to a point;  
thence along a bearing S 1°-38' W a distance of 49.45 feet to a point;  
thence along a bearing S 21°-28' W a distance of 172.01 feet to a point;  
thence along a bearing S 41°-19' W a distance of 74.27 feet to a point;  
thence along a bearing S 14°-45' W a distance of 200.64 feet to a point;  
thence along a bearing S 54°-12' E a distance of 131.12 feet to a point;  
thence along a bearing S 78°-16' E a distance of 201.36 feet to a point;  
thence along a bearing S 13°-25' W a distance of 44.09 feet to a point;  
thence along a bearing S 14°-34' W a distance of 36.49 feet to a point;  
thence along a bearing S 2°-20' W a distance of 38.12 feet to a point;  
thence along a bearing N 14°-34' E a distance of 173.56 feet to a point;  
thence along a bearing N 75°-26' W a distance of 20.00 feet to a point;  
thence along a bearing N 14°-34' E a distance of 169.66 feet to a point;  
thence along a bearing N 86°-27' W a distance of 250.21 feet to a point;  
thence along a bearing S 43°-07' W a distance of 93.29 feet to a point;  
thence along a bearing S 73°-33' W a distance of 118.74 feet to a point;  
thence along a bearing N 84°-54' W a distance of 212.05 feet to a point;  
thence along a bearing N 78°-37' W a distance of 139.99 feet to a point;  
thence along a bearing S 62°-19' W a distance of 191.52 feet to a point;  
thence along a bearing S 47°-12' W a distance of 62.43 feet to a point;  
thence along a bearing N 22°-09' E a distance of 36.54 feet to a point;  
thence along a bearing N 47°-24' W a distance of 216.62 feet to a point;  
thence along a bearing N 32°-46' E a distance of 54.28 feet to a point;  
thence along a bearing N 56°-52' E a distance of 212.63 feet to a point;  
thence along a bearing N 1°-54' E a distance of 57.33 feet to a point;  
thence along a bearing N 1°-54' E a distance of 162.21 feet to a point;  
thence along a bearing N 41°-54' W a distance of 194.88 feet to a point;  
thence along a bearing N 48°-45' E a distance of 39.88 feet to a point;  
thence along a bearing N 47°-46' E a distance of 30.79 feet to a point;  
thence along a bearing S 81°-07' E a distance of 131.38 feet to a point;  
thence along a bearing S 32°-13' E a distance of 242.52 feet to a point;  
thence along a bearing S 55°-32' E a distance of 103.43 feet to the point of  
beginning.

The said tract is shown on a Plat dated May 19, 2015 prepared by Alpha Associates, Incorporated containing 14.50 acres, more or less, which plat is recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia in Map Cabinet \_\_\_\_ at Envelope No. \_\_\_\_.

And being the same real estate conveyed to Monongalia County Development Authority, a public corporation, by the following:

- a. Deed from Randy Walls, Trustee, et al, dated November 10, 2011 and recorded in Deed Book 1453 at Page 669.
- b. Monongalia County Circuit Court Order Authorizing Condemnation of Land for Public Use, Vesting Defeasible Title in Petitioner, Granting Immediate Right of Entry...Case No. 12-P-226 Monongalia County Development Authority, Petitioner vs. Edward and Bobbie Hawkins, Respondents, recorded in Deed Book 1467 at Page 639.
- c. Deed from Brad Allen Protzman dated May 2, 2012 and recorded in Deed Book 1459 at Page 267.
- d. Deed from Robert B. Connors, Jr., dated May 2, 2012 and recorded in Deed Book 1459 at Page 262.
- e. Deed from Jana Michele Heybruck, aka Jana Michele Fusco, dated March 13, 2012 and recorded in Deed Book 1459 at Page 1.
- f. Deed from Paul Edward Robinson dated November 10, 2011 and recorded in Deed Book 1448 at Page 107.
- g. Deed from Thelma V. Robinson dated November 10, 2011 and recorded in Deed Book 1449 at Page 251.
- h. Deed from Michael A. Lemley and Karen S. Lemley dated February 2, 2012 and recorded in Deed Book 1453 at Page 314.
- i. Deed from Michael R. Biafore and Patrick B. Biafore dated November 28, 2011 and recorded in Deed Book 1449 at Page 255.
- j. Deed from Jason Matthew Walls dated February 28, 2012 and recorded in Deed Book 1458 at Page 889.
- k. Deed from Krista Lyn Heybruck dated March 16, 2012 and recorded in Deed Book 1458 at Page 895.
- l. Deed from Barbara Reiner, individually and as Executrix for the Estate of John Philip Reiner dated April 30, 2012 and recorded in Deed Book 1459 at Page 258.
- m. Deed from Union Properties General Partnership dated March 28, 2012 and recorded in Deed Book 1459 at Page 533.



LOCATION

VICINITY MAP

LEGEND:

- 5/8" Iron Rod by 2" Aluminum Cap (Set)
- Corner Point (No Numbers Set)
- Boundary
- Fence
- Proposed Boundary Location
- Existing Property Boundary
- Structure
- Taxlot Area
- 374
- Roadway Centerline Station
- Roadway Offset Distance - Left
- RT
- Roadway Offset Distance - Right
- 7-78 LL
- Adoptive Area Number
- 78-28
- Addressed Tax Map Number
- 03T
- Address Tax District
- ( )
- Building Distance from Reference Corner
- CA 8/17
- Controlled Access Right of Way
- (NF)
- New or Temporary
- 19
- Older Fence Post (Red)
- 108
- Survey Line Marker
- TCB
- Temporary Construction Stake

OWNERSHIP INDEX						
TAXLOT NUMBER	TITLEHOLDER	ACRES		REL. SURVY	AREA	AREA
		PLAT	INDEX			
1	City of Morgantown	312	28	7	148.89	17.8
2	City of Morgantown	110	11	1	56.47	6.6
3	City of Morgantown	111	11	1	56.47	6.6
4	City of Morgantown	112	11	1	56.47	6.6
5	City of Morgantown	113	11	1	56.47	6.6
6	City of Morgantown	114	11	1	56.47	6.6
7	City of Morgantown	115	11	1	56.47	6.6
8	City of Morgantown	116	11	1	56.47	6.6
9	City of Morgantown	117	11	1	56.47	6.6
10	City of Morgantown	118	11	1	56.47	6.6
11	City of Morgantown	119	11	1	56.47	6.6
12	City of Morgantown	120	11	1	56.47	6.6
13	City of Morgantown	121	11	1	56.47	6.6
14	City of Morgantown	122	11	1	56.47	6.6
15	City of Morgantown	123	11	1	56.47	6.6
16	City of Morgantown	124	11	1	56.47	6.6
17	City of Morgantown	125	11	1	56.47	6.6
18	City of Morgantown	126	11	1	56.47	6.6
19	City of Morgantown	127	11	1	56.47	6.6
20	City of Morgantown	128	11	1	56.47	6.6
21	City of Morgantown	129	11	1	56.47	6.6
22	City of Morgantown	130	11	1	56.47	6.6
23	City of Morgantown	131	11	1	56.47	6.6
24	City of Morgantown	132	11	1	56.47	6.6
25	City of Morgantown	133	11	1	56.47	6.6
26	City of Morgantown	134	11	1	56.47	6.6
27	City of Morgantown	135	11	1	56.47	6.6
28	City of Morgantown	136	11	1	56.47	6.6
29	City of Morgantown	137	11	1	56.47	6.6
30	City of Morgantown	138	11	1	56.47	6.6
31	City of Morgantown	139	11	1	56.47	6.6
32	City of Morgantown	140	11	1	56.47	6.6
33	City of Morgantown	141	11	1	56.47	6.6
34	City of Morgantown	142	11	1	56.47	6.6
35	City of Morgantown	143	11	1	56.47	6.6
36	City of Morgantown	144	11	1	56.47	6.6
37	City of Morgantown	145	11	1	56.47	6.6
38	City of Morgantown	146	11	1	56.47	6.6
39	City of Morgantown	147	11	1	56.47	6.6
40	City of Morgantown	148	11	1	56.47	6.6
41	City of Morgantown	149	11	1	56.47	6.6
42	City of Morgantown	150	11	1	56.47	6.6
43	City of Morgantown	151	11	1	56.47	6.6
44	City of Morgantown	152	11	1	56.47	6.6
45	City of Morgantown	153	11	1	56.47	6.6
46	City of Morgantown	154	11	1	56.47	6.6
47	City of Morgantown	155	11	1	56.47	6.6
48	City of Morgantown	156	11	1	56.47	6.6
49	City of Morgantown	157	11	1	56.47	6.6
50	City of Morgantown	158	11	1	56.47	6.6
51	City of Morgantown	159	11	1	56.47	6.6
52	City of Morgantown	160	11	1	56.47	6.6
53	City of Morgantown	161	11	1	56.47	6.6
54	City of Morgantown	162	11	1	56.47	6.6
55	City of Morgantown	163	11	1	56.47	6.6
56	City of Morgantown	164	11	1	56.47	6.6
57	City of Morgantown	165	11	1	56.47	6.6
58	City of Morgantown	166	11	1	56.47	6.6
59	City of Morgantown	167	11	1	56.47	6.6
60	City of Morgantown	168	11	1	56.47	6.6
61	City of Morgantown	169	11	1	56.47	6.6
62	City of Morgantown	170	11	1	56.47	6.6
63	City of Morgantown	171	11	1	56.47	6.6
64	City of Morgantown	172	11	1	56.47	6.6
65	City of Morgantown	173	11	1	56.47	6.6
66	City of Morgantown	174	11	1	56.47	6.6
67	City of Morgantown	175	11	1	56.47	6.6
68	City of Morgantown	176	11	1	56.47	6.6
69	City of Morgantown	177	11	1	56.47	6.6
70	City of Morgantown	178	11	1	56.47	6.6
71	City of Morgantown	179	11	1	56.47	6.6
72	City of Morgantown	180	11	1	56.47	6.6
73	City of Morgantown	181	11	1	56.47	6.6
74	City of Morgantown	182	11	1	56.47	6.6
75	City of Morgantown	183	11	1	56.47	6.6
76	City of Morgantown	184	11	1	56.47	6.6
77	City of Morgantown	185	11	1	56.47	6.6
78	City of Morgantown	186	11	1	56.47	6.6
79	City of Morgantown	187	11	1	56.47	6.6
80	City of Morgantown	188	11	1	56.47	6.6
81	City of Morgantown	189	11	1	56.47	6.6
82	City of Morgantown	190	11	1	56.47	6.6
83	City of Morgantown	191	11	1	56.47	6.6
84	City of Morgantown	192	11	1	56.47	6.6
85	City of Morgantown	193	11	1	56.47	6.6
86	City of Morgantown	194	11	1	56.47	6.6
87	City of Morgantown	195	11	1	56.47	6.6
88	City of Morgantown	196	11	1	56.47	6.6
89	City of Morgantown	197	11	1	56.47	6.6
90	City of Morgantown	198	11	1	56.47	6.6
91	City of Morgantown	199	11	1	56.47	6.6
92	City of Morgantown	200	11	1	56.47	6.6

Curve #	Length	Radius	Delta	Chord Distance	Chord Length
0100	77.90	214.55	20.80	572.43	77.47
0108	119.37	262.50	16.04	607.34	118.33

I hereby certify that the survey was made in accordance with the laws of the State of West Virginia, and that the same are correct and true.

Surveyed by: *[Signature]*  
 Date: May 13, 2018  
 Scale: 1" = 100'

**ALPHA**  
 ASSOCIATES, INCORPORATED  
 200 W. MARKET STREET  
 MORGANTOWN, WV 26501  
 P.O. BOX 1772  
 MORGANTOWN, WV 26501  
 TEL: 304.241.1111

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

**PLAT OF SURVEY for**  
**MONONGALIA COUNTY DEVELOPMENT AUTHORITY**  
**MORGANTOWN MUNICIPAL AIRPORT**  
**ACCESS ROADWAY [Sheet 1 of 2]**

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY RELATING TO RUNWAY EXTENSION AT THE MORGANTOWN MUNICIPAL AIRPORT**

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached agreement, which is incorporated in this Ordinance by reference, to provide for funding and construction obligations between the City and the Monongalia County Development Authority for a planned runway extension project.

**FIRST READING:**

\_\_\_\_\_

Mayor

**ADOPTED:**

**FILED:**

\_\_\_\_\_

City Clerk

**RECORDED:**

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is made this \_\_\_ day of July, 2015, by and between the City of Morgantown, West Virginia, a Municipal Corporation (the "City") and the Monongalia County Development Authority, a West Virginia Public Corporation (the "MCDA").

### Background:

- A. The City is the owner and operator of the Morgantown Municipal Airport (the "Airport") located in Morgantown, Monongalia County, West Virginia. The City is undertaking a concerted effort to bring more aviation and business activity to the Airport and Monongalia County as well as to foster economic development and the creation of new jobs and an expanded tax base in the City of Morgantown and Monongalia County.
- B. The extension of the current runway length, which is estimated to cost up to \$50 million, is an important initiative to both maintain and expand air service and ensure the long-term viability of the Airport for corporate, commercial and University use. The City has committed \$500,000 to an Environmental Assessment to begin the Runway Extension Project (the "Project"). West Virginia University previously committed \$120,000 to conduct a Benefit Cost Analysis for the Project.
- C. The City is in the process of receiving a commitment from the Air Force Reserve that Reservists would be assigned to the Project to undertake the necessary earthmoving activities as an Innovative Readiness Training ("IRT") exercise, resulting in approximately \$40 million in savings for the Project. As part of this earthmoving process, the MCDA will be donating soil from a 95-acre site adjacent to the Airport that the MCDA has under contract to purchase from the City and develop as the I-68 Commerce Park.
- D. The Air Force Reserve has begun Project scoping meetings, at which the Project earthmoving is to be planned and coordinated with both the City and the MCDA. This Project scoping meeting will be used to ensure that the City receives the soil needed to support the runway extension, and that the MCDA receives a readily developed site with developable building pads (I-68 Commerce Park) for future construction and investment leading to the creation of jobs.
- E. The Federal Aviation Administration ("FAA") encourages partnership and the commitment of matching funds in considering the allocation of its discretionary funding to airport capital improvement projects. The FAA will be approving the Benefit Cost Analysis, and analysis of the funds expended for the Engineering Design work and the Environmental Assessment work to ascertain if reimbursements for such expenditures are available.

- F. The MCDA has authorized the commitment of \$1,200,000 to the project and the MCDA and the City desire to set forth each of their understandings and agreements regarding those funds.

NOW THEREFORE, the City and the MCDA agree as follows:

1. That the above recitals and the attached Exhibits are incorporated as an integral part of this Agreement as if fully set forth herein.
2. That in addition to the funds already expended and already committed, the City requires immediate funding of \$1.2 million to complete the Engineering Design for the Project.
3. That given the benefit to be received by Monongalia County, the City and the MCDA as part of this Project, the MCDA desires to provide assistance to the City in the expedient development and completion of the Project. Therefore, the MCDA will advance funds to the City to be used exclusively by the City for the Project in the amount of up to \$1.2 million.
4. As part of the funding to be provided by the MCDA, the MCDA did on May 31, 2015 provide an initial advance from the MCDA to the City in the amount of \$500,000. This initial advance shall, as part of the overall commitment of funds by the MCDA, be governed by and subject to the terms and conditions of this Agreement.
5. The MCDA agrees to make the balance of the funding in the amount of up to \$700,000 available to the City and agrees to provide such funds upon demand by the City to be used in the Project.
6. That the MCDA will, upon approval and release by the FAA, purchase the 95-acre site of the I-68 Commerce Park from the City for the Appraised Value of \$1,170,000. The Purchase price for the I-68 Commerce Park shall be paid by the MCDA either in cash or in part by the payment of cash in the amount of \$370,000 and the transfer of property located adjacent to the Airport on Hartman Run Road and owned by the MCDA with a fair market value of \$800,000. This Agreement supersedes and modifies any conflicting terms in the Amended Real Estate Purchase Agreement entered into by the Parties pursuant to City of Morgantown Ordinance 13-18 on or about April 3, 2013.
7. The City agrees that \$370,000 of the cash paid for the sale of the I-68 Commerce Park property, or in the event that the entire purchase price is paid in cash by the MCDA then the entire purchase price less applicable closing costs and expenses, shall

be committed by the City directly to the Project and shall not be diminished, diverted or utilized for any other purpose other than the Project. The commitment of these funds shall be treated as part of the \$1,200,000.00 commitment of funds from the MCDA.

8. The City and the MCDA understand and agree that all expenditures made on the project will be submitted to the FAA for potential reimbursement. The City anticipates that the FAA reimbursement will be approximately seventy to eighty percent (70% to 80%) of the amount expended. MCDA will be reimbursed for its contribution at the actual FAA reimbursement rate. For purposes of calculating the entitlement to reimbursement, MCDA's contribution will be equal to the funds actually advanced to the City excluding the \$370,000 of the cash paid for the sale of the I-68 Commerce Park property, or in the event that the entire purchase price is paid in cash by the MCDA then excluding the entire purchase price. The Parties agree that any reimbursements from the FAA shall first go to reimburse the MCDA contribution according to the above formula, and the City shall be entitled to all remaining FAA reimbursements. The City shall not be responsible for any short fall in the amount of reimbursements from the FAA.
9. The development and construction of the Project shall be governed and controlled by the City. Provided however, that the City and the MCDA shall establish a committee to assist and advise the City regarding the acquisition, development and oversight of the runway extension and excavation of the I-68 Commerce Park. This committee shall act at all times as an advisory committee for the Project.
10. The initial Committee shall consist of four (4) members. Two (2) members shall represent and be appointed by the MCDA with one of those members being the Director of the MCDA and the other being appointed by the MCDA, and two (2) members shall represent the City and those two members shall be the City Manager and the Airport Director.
11. The MCDA shall as soon as possible appoint the members to the Committee. Due to the importance and necessity of this Committee, the City and the MCDA may, but shall not be required to, appoint Members of the Committee prior to the execution of this Agreement. In that event, the City and the MCDA, by executing this Agreement, consent to and affirm those appointments.
12. Appointees on the Committee of the MCDA and the City shall be responsible for updating and keeping their respective bodies fully informed regarding the activities of the Committee.

13. This Agreement contains the understanding and agreement of the Parties regarding the advance of funds by the MCDA and the runway extension. This Agreement may be amended from time to time by the Parties. Any amendment, modification of change to the Agreement shall be in writing and signed by all Parties.
14. The City and the MCDA represent and warrant that by executing this Agreement that each has the requisite power and authority to enter into this Agreement and that this Agreement has been duly authorized and approved by the City and the MCDA.
15. In the event any aspect of this Agreement shall be determined to be unenforceable or contrary to governing laws, rules, regulations or ordinances such provision shall be modified or stricken as the case may be to bring this Agreement into compliance. The modification or removal of any such provision shall not affect the enforceability of the remainder of the Agreement.
16. This Agreement shall at all times be governed by the laws of the State of West Virginia.
17. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the City has caused this Inter-governmental Agreement to be executed on this \_\_\_\_ day of July, 2015.

WITNESS/ATTEST:

\_\_\_\_\_

CITY OF MORGANTOWN

By: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESS/ATTEST:

\_\_\_\_\_

MONONGALIA COUNTY DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_



# City of Morgantown

Finance Department

389 Spruce Street

Morgantown, WV 26505

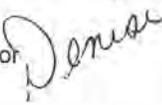
Phone 304-284-7407/Fax 304-284-7418

[dwhite@cityofmorgantown.org](mailto:dwhite@cityofmorgantown.org)

## MEMO

**DATE:** July 16, 2015

**TO:** Jeff Mikorski, City Manager

**FROM:** Denise White, Interim Finance Director 

**RE:** Budget Revisions for FY16

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Attached are the ordinances and supporting documentation to amend the General Fund and Coal Severance Fund for FY 16. The revisions are briefly explained as follows:

### General Fund

The carryover fund balance is estimated to be \$768,887 higher than anticipated. This is primarily due to certain revenues in FY 15 coming in higher than budgeted. The rate increase on the service classification of B&O taxes is expected to generate net revenues of \$800,000, and the fire fee increase is expected to generate additional net fees of \$500,000. Both of these increases were implemented by Council to be effective 7/1/2015, but were not included in the original budget for FY16. Lastly, a contribution from the Capital Escrow fund is budgeted to cover the cost of the 2% one-time pay enhancement issued to employees this month.

Proposed revisions to expenditures are detailed on the attached spreadsheet. Each operating department's salary and related taxes and benefit lines had to be increased for the 2% one-time pay enhancement. This amount is shown in a separate column. Other proposed personnel adjustments are shown in the next column and explained in the last column. Non-personnel adjustments are also shown in a separate column and explained in the final column, as well.

### Coal Severance

The carryover balance in Coal Severance has to be revised to actual; however, this proposed revision is just an estimate as the amount of tax revenue related to the quarter ended June 30, 2015 is not yet available. Once the amount of the receivable is known, the Coal Severance budget will need to be revised again.

Please let me know if you have any questions or need additional explanation.

**AN ORDINANCE AMENDING THE FY 2015-2016 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.**

The City of Morgantown hereby ordains:

That the FY 2015-2016 Annual Budget of the General Fund of the City of Morgantown is amended as shown in the revised budget (Revision 01) attached hereto and made a part of this ordinance.

First Reading:

Adopted:

\_\_\_\_\_  
Mayor

Filed:

Recorded:

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

CITY OF MORGANTOWN  
GENERAL FUND - REVISION 01  
FY16

ACCT NO	REVENUES	PROPOSED BUDGET FY16	PROPOSED REV 01	PROPOSED AMENDED BUDGET	EXPLANATION
299	Fund Balance Unassigned	300,000	768,887	1,068,887	Adjust to actual estimate as of 7/15/15
301-01	Property Taxes	3,959,798	(16,158)	3,943,640	Result of Assessor's TIF adjustment
305	B & O Taxes	10,966,000	800,000	11,766,000	Increase in service rate
352	Fire Fees	2,664,797	500,000	3,164,797	Increase as of 7/1/15
369	Contributions from Other Funds	-	197,138	197,138	From Capital Escrow to cover 2% pay enhancement
			2,249,867		

ACCT NO	EXPENDITURES	PROPOSED BUDGET FY16	2 % Pay Enhancement	Personnel Adjustments	Other	PROPOSED TOTAL REV 01	PROPOSED AMENDED BUDGET	EXPLANATION OF PERSONNEL ADJUSTMENTS AND OTHER
412	City Manager	493,359	7,264	57,718		64,982	558,341	Grant Writer/Administrator/Neighborhood Services Position
414	Finance	819,987	7,210			7,210	827,197	
415	City Clerk	162,203	1,887			1,887	164,090	
416	Municipal Court	283,744	3,824			3,824	287,568	
417	City Attorney	248,660	4,942	13,415		18,357	267,017	Adjust salary to City Pay Plan rate
420	Engineering	493,124	3,853			3,853	496,977	
422	Human Resources	75,229	429			429	75,658	
436	Building Inspections	977,192	12,457	51,557		64,014	1,041,206	Additional Exterior Maintenance Code Official
437	Planning	197,748	2,858	77,429		80,287	278,035	Fill vacant Principal Planner position
439	Information Technology	149,757	10,287	31,610		41,897	191,654	Fill vacant IT Technician part-time position
440	City Hall	522,601	2,857		40,000	42,857	565,458	Maintenance Contract for municipal facilities HVAC
700	Police	6,821,613	64,299	210,621	16,700	291,620	7,113,233	Overtime increase and additional training
706	Fire	4,573,658	39,552	52,805	16,700	109,057	4,682,715	Overtime increase and additional training
750	Streets	2,446,962	23,457		46,600	70,057	2,517,019	Additional training (\$16,600) and supplies and materials(\$30,000)
752	Signs and Signals	662,781	4,714		30,000	34,714	697,495	Additional supplies and materials
754	Central Garage	774,535	6,123			6,123	780,658	
950	Urban Landscape	171,586	1,125			1,125	172,711	
444	Contribution to Capital Escrow	1,580,000			700,000	700,000	2,280,000	Construction B&O taxes not previously budgeted for transfer
444	Contribution to Airport Operation	-			30,000	30,000	30,000	
699	Contingency	158,284			677,574	677,574	835,858	Difference between revenue and expenditures revisions
			197,138	495,155	1,557,574	2,249,867		

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

**REQUEST FOR REVISION TO APPROVED BUDGET**

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

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

Person To Contact Regarding Request:

Name: **Jeff Mikorski**  
 Phone: **304-284-7404**  
 Fax: **304-284-7430**

522  
 GOVERNMENT ENTITY  
 389 Spruce Street  
 STREET OR PO BOX  
 Morgantown 26505  
 CITY ZIP CODE

Municipality  
 Government Type

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	300,000	768,887		1,068,887
305	Business and Occupation Tax	10,966,000	800,000		11,766,000
301-01	Property Taxes - Current Expense (Page 3-Net)	3,943,640		16,158	3,927,482
352	Fire Protection Fees	2,664,797	500,000		3,164,797
369	Contributions from other Funds - Must Provide Explanation below		197,138		197,138
	#N/A				

**NET INCREASE/(DECREASE) Revenues (ALL PAGES)** 2,249,867

**Explanation for Account # 378, Municipal Specific:**  
**Explanation for Account # 369, Contributions from Other Funds:** From Capital Escrow Fund

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
699	Contingencies*	158,284	677,574		835,858
412	City Manager's Office	493,359	64,982		558,341
414	Finance Office	1,753,806	7,210		1,761,016
415	City Clerk	162,203	1,887		164,090
416	Police Judge's Office	283,744	3,824		287,568
417	City Attorney	248,661	18,357		267,018
420	Engineering	493,124	3,853		496,977
422	Personnel Office	75,229	429		75,658
436	Building Inspection	977,192	64,014		1,041,206
437	Planning & Zoning	197,748	80,287		278,035
439	Data Processing	149,757	41,897		191,654

**NET INCREASE/(DECREASE) Expenditures** 2,249,867

APPROVED BY THE STATE AUDITOR

BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE



**AN ORDINANCE AMENDING THE FY 2015-2016 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE COAL SEVERANCE FUND.**

The City of Morgantown hereby ordains:

That the FY 2015-2016 Annual Budget of the Coal Severance Fund of the City of Morgantown is amended as shown in the revised budget (Revision 01) attached hereto and made a part of this ordinance.

First Reading:

Adopted:

\_\_\_\_\_  
Mayor

Filed:

Recorded:

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

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

**REQUEST FOR REVISION TO APPROVED BUDGET**

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER  
 FY: **2015-2016**  
 Fund: **Coal Sev.**  
 Rev. No. **1**  
 Pg. of No. **1 of 1**

City of Morgantown  
 GOVERNMENT ENTITY

389 Spruce Street  
 STREET OR PO BOX

Municipality  
 Government Type

Person To Contact Regarding Request:

Name: **Jeff Mikorski**  
 Phone: **304-284-7404**  
 Fax: **304-284-7430**

Morgantown 26505  
 CITY ZIP CODE

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
298	Assigned Fund Balance	13,333	18,796		32,129
310	Coal Severance Tax	114,000		14,000	100,000
	#N/A				

**NET INCREASE/(DECREASE) Revenues (ALL PAGES)** 4,796

**Explanation for Account # 378, Municipal Specific:**  
**Explanation for Account # 369, Contributions from Other Funds:**

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
699	Contingencies*	7,533	4,796		12,329
	#N/A				

**NET INCREASE/(DECREASE) Expenditures** 4,796

APPROVED BY THE STATE AUDITOR

BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE