



Office of the City Clerk

The City of Morgantown

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AGENDA MORGANTOWN CITY COUNCIL REGULAR MEETING

July 7, 2015
7:00 p.m.

1. **CALL TO ORDER**
2. **ELECTION OF MAYOR AND DEPUTY MAYOR**
3. **OATH OF OFFICE FOR MAYOR AND DEPUTY MAYOR**
4. **ROLL CALL BY MAYOR**
5. **PLEDGE TO THE FLAG**
6. **APPROVAL OF MINUTES:** June 16th, 2015
7. **CORRESPONDENCE:**
8. **PUBLIC HEARINGS:**
 - A. AN ORDINANCE AMENDING ARTICLE 1329 "DEFINITIONS" OF THE CITY'S PLANNING AND ZONING CODE AS IT RELATES TO URBAN AGRICULTURE.
 - B. AN ORDINANCE AMENDING ARTICLE 1331 "ESTABLISHED OF ZONING DISTRICTS AND ZONING MAP" OF THE CITY'S PLANNING AND ZONING CODE AT IT RELATES TO URBAN AGRICULTURE.
 - C. AN ORDINANCE AMENDING ARTICLE 505 "ANIMALS AND FOWL" OF CITY'S GENERAL OFFENSES CODE AS IT RELATED TO URBAN AGRICULTURE.
 - D. AN ORDINANCE AMENDING ARTICLE 906 OF THE CITY CODE PROVIDING FOR OUTDOOR DINING PERMITS.

7. UNFINISHED BUSINESS:

- A. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AMENDING ARTICLE 505 “ANIMALS AND FOWL” OF CITY’S GENERAL OFFENSES CODE AS IT RELATED TO URBAN AGRICULTURE. (First reading was June 2, 2015)**
- B. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AMENDING ARTICLE 1329 “DEFINITIONS” OF THE CITY’S PLANNING AND ZONING CODE AS IT RELATES TO URBAN AGRICULTURE. (First reading was June 2, 2015)**
- C. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AMENDING ARTICLE 1331 “ESTABLISHED OF ZONING DISTRICTS AND ZONING MAP” OF THE CITY’S PLANNING AND ZONING CODE AT IT RELATES TO URBAN AGRICULTURE. (First reading was June 2, 2015)**
- D. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AMENDING ARTICLE 906 OF THE CITY CODE PROVIDING FOR OUTDOOR DINING PERMITS. (First reading was June 2, 2015) (Public Hearing Notice was June 16, 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 PROVIDING FOR THE ZONING RECLASSIFICATION OF ONE (1) PARCEL OF REAL ESTATE IN THE THIRD WARD OF THE CITY OF MORGANTOWN FROM R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-2, SINGLE-AND TWO-FAMILY RESIDENTIAL DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE**

PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.

- B. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF FIVE PARCELS AND A PORTION OF ONE PARCEL OF REALTY IN THE THIRD WARD OF THE CITY OF MORGANTOWN FROM (R-1A) SINGLE – FAMILY RESIDENTIAL DISTRICT AND (R -2) SINGLE – AND TWO – FAMILY RESIDENTIAL DISTRICT TO (PUD) PLANNED UNIT DEVELOPMENT DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.**
- C. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONOGALIA COUNTY BOARD OF EDUCATION PROVIDING FOR A PREVENTION RESOURCES OFFICER.**
- D. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE AUTHORIZING A RIGHT – OF – WAY AND EASEMENT AGREEMENT OVER PROPERTY LOCATED AT 10 MAPLE AVENUE.**
- E. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE AUTHORIZING A RIGHT – OF – WAY AND EASEMENT AGREEMENT WITH THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON HOUGH STREET.**
- F. Consideration of APPROVAL of (FIRST READING) 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.**
- G. Consideration of APPROVAL of a RESOLUTION TO REQUEST AN APPROVAL OF THE 2015 – 2016 BUDGET FOR THE MORGANTOWN MUNICIPAL AIRPORT FUND AND AIRPORT IMPROVEMENT FUND.**

11. CITY MANAGER'S REPORT:

New Business:

1. Rules for 2015 Urban Deer Archery Management Program

Information:

1. Update on City Hall Capital Projects
12. **REPORT FROM CITY CLERK:** Liquor License Application – Playoffs Sports Bar, LLC.
13. **REPORT FROM CITY ATTORNEY:**
14. **REPORT FROM COUNCIL MEMBERS:**
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

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City Manager's Report for City Council Meeting on July 7, 2015

New Business:

1. Rules for 2015 Urban Deer Archery Management Program

This fall will be the fifth Morgantown Urban Deer Archery Hunt. The program has been very successful and safe. This year, as in the past five years, Rick Bebout will be the City Manager's designee for managing and administering the program. Attached are the rules that are recommended for the event to take place from September 5 thru December 31, 2015. All hunters were required to participate in a hunter safety course on June 28, 2015. I recommend City Council approve the rules for this year's deer management program.

Information:

1. Update on City Hall Capital Projects

City Hall Roof Replacement – As everyone has seen the crane and debris dumpster located in front of City Hall for the last few weeks, the installation of a new roof started by removing a 20 year old replacement roof that sat above the original building roof. Over the years the original and replacement roofs developed leaks that could not be patched. Once the replacement roof is removed, a rubberized roof material will be installed, sealing the original building roof. Repair of ceiling tiles and carpet where leaks occurred will be completed after the new roof is in place. A roof is also being replaced



on a portion of the South High Street Fire Station.

Sidewalk Replacement- Another project taking place around City Hall is the sidewalk replacement on Fayette Street by City Public Works' employees. Once the roof project is complete, replacement of the sidewalk will continue around the front of City Hall with a look consistent with High Street. The first phase will include the Fayette and Spruce Street corner (with accessible ramps) to the front entrance. The

second phase completing the front of the building will be completed next summer.


Jeff Mikorski ICMA-CM,
Morgantown City Manager

MORGANTOWN CITY MANAGER'S HUNTER REQUIREMENTS AND RULES PERTAINING TO THE CITY OF MORGANTOWN'S URBAN DEER ARCHERY HUNT

September 5 - December 31, 2015

Hunter Requirements

1. Hunters must have a valid West Virginia hunting license.
2. Hunters must complete all parts of the hunt application.
3. Hunters must successfully complete the Bowhunter Education Course.
4. Hunters must successfully complete an archery proficiency test.

Rules

1. Hunters shall park only in designated parking areas.
2. Hunters shall treat everyone they meet with courtesy and respect.
3. Hunters shall not litter.
4. Hunters shall obey all West Virginia game laws.
5. Hunters will be selected and assigned locations by the City Manager or his designee. A completed application is not a guarantee that a hunter will be selected. The City Manager or his designee will attempt to assign all qualified hunters, but there may be more qualified applicants than hunting locations.
6. Locations for the hunt include, but are not exclusive to:
 - a. BoPARC:
 - i. Dorsey's Knob Park
 - ii. Krepps Park
 - iii. White Park
 - b. Chalfant Avenue properties (2)
 - c. Conrad Place/White Avenue adjacent properties (3)
 - d. Sheldon Avenue woodlot
 - e. Green Bag Road hillside
 - f. Harner Street
 - g. Koontz Avenue
 - h. Liberty Street
 - i. Norwood neighborhood (surrounding woodlots)
 - j. Peninsula Avenue
 - k. Southpoint Circle (4 parcels)

- i. West Virginia University properties
 - i. Core Arboretum
 - ii. Dairy Farm
 - iii. Farm woodlot
 - iv. Falling Run hollow
 - v. Monongahela Boulevard hillside
 - vi. Motor Pool woodlot
 - vii. Organic Farm
 - viii. Van Voorhis woodlot
7. All hunters, prior to receiving a permit authorizing him or her to participate in the hunt, must agree to hold harmless the City of Morgantown, City of Morgantown employees and officials, and the owner of the realty upon which they will be hunting from any and all claims for personal injury, death, or property damage arising as a result of the hunter participating in the hunt.
8. No person, without first receiving written permission from the City Manager or his designee, may accompany a hunter while he or she is participating in this hunt.
9. Permits must be on a hunter at all times while hunting.
10. Portable, ladder or climbing stands are required for all hunters except for those who are physically disabled and have been issued a valid Class Y hunting license by the State of West Virginia or for sites where a ground blind has been approved.
11. Stalking deer on the ground is prohibited. This includes walking to and from designated hunting sites.
12. Those hunting from an elevated tree stands must use a full-body safety harness while in the tree.
13. The hunter's name and sequential numbers must be on all arrows used while hunting, i.e. J. Miller #1, J. Miller #2, J. Miller #3.
14. Shots of 25 yards or more shall not be taken.
15. A maximum of 7 deer can be taken by each hunter on their urban season tags (5 antlerless deer, 2 bucks). Additional deer can be taken on a hunter's regular West Virginia license providing they have the correct stamps for the corresponding seasons.
16. In pursuance of the City of Morgantown's deer management goals and the West Virginia DNR regulations, an antlerless deer is required to be taken first. After that, 2 bucks can be taken as long as the second buck is preceded by an antlerless harvest.
17. Two deer may be taken per day and can be checked-in at the same time. While two does or a buck and a doe can be taken in the same day, two bucks cannot be taken in the same day.
18. Once all of a hunter's urban permits have been filled, he or she can then hunt with their regular WV license tags within the City.
19. If a wounded deer leaves the boundary of the designated hunting area, the hunter shall not pursue the deer onto another's realty without first obtaining the permission of the owner of the realty upon which the hunter wishes to enter. The hunter shall not fire his/her bow once he/she leaves the designated hunt area assigned to him or her. If the wounded deer is located, while alive, on another's property, the hunter must contact the Morgantown Police Department at (304) 284-7522. The hunter shall identify himself/herself as a participant in

the Morgantown Urban Deer Archery Hunt, and request assistance from the Police Department in retrieving the deer.

20. If a property owner does not give the hunter permission to enter his or her property to search for a wounded deer, the hunter shall inform the property owner that he or she can call (304) 284-7522 to have the deer removed from his or her property.
21. Under no situation will entrails be left on any property. A carcass is to be removed in its entirety or have entrails placed in plastic bags, removed from the property and properly discarded. (Please provide your own bags for this purpose.)
22. All deer must be checked-in using West Virginia DNR's new check-in system by either:
 - a. Calling **1-844-WVCheck** or
 - b. Logging in to **<https://wvhunt.com/>**
23. Once the deer is checked-in, hunters must report their harvest(s) to Rick Bebout by **phone or text at 304-290-7205**. This is mandatory for internal record-keeping.
24. Hunters shall be required to comply with any additional restrictions set by the hunting realty owner which do not conflict with the City Manager's Rules, the Morgantown City Code, the general statutory laws of the State of West Virginia, and the Rules and Regulations of the West Virginia DNR.
25. At the request of an owner of realty upon which the hunt will be conducted, the City Manager may set specific timed periods of the day in which hunting will be allowed on a specific property.
26. Failure to comply with any of the above requirements may result in a hunter's removal from participating in the City of Morgantown's archery hunt.
27. Before being issued a permit to participate in the hunt, all selected hunters must agree in writing to the foregoing rules.

REGULAR MEETING June 16, 2015: The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, June 16, 2015 at 7:00 p.m.

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

The meeting was called to order by Mayor Selin.

APPROVAL OF MINUTES: All minutes were approved with a minor amendment to the June 2nd Regular Minutes.

Mayor Selin announced that the Ordinance for the Outdoor Dining Permit will be pulled due to the fact that, not enough notice was given per the open governmental meeting act. Public hearing will be presented this evening adoption of Ordinance will occur July 7th, 2015. She also noted that Ordinance amending Article 505 Animals & Fowl general offenses code related to Urban Agricultural will also be pulled from Agenda this evening so that it can be paired with Zoning Ordinances on July 7th, 2015. Public Hearing and Adoption will be on July 7th. Anyone wishing to make comment on either of these topics may do so during the public portion. She then asked for consensus from Council to move forward with Agenda as proposed. Council approved by acclamation.

CORRESPONDENCE: Councilor Ganz read a bit of History from Barry Pally, President of the Upper Monongahela River Association. He noted as recognition of Monongahela River history and importance and to our way of life and as a celebration of our communities success in reopening the locks on the upper Mon. This agreement will allow us all to work together to regrow recreation, commerce and economic development on the upper Mon River both now and for our future generations. **(Exhibit A)**

Mayor Selin honored Mike Fike for years of service to the City of Morgantown while serving on the City Council with a plaque and a key to the City.

PUBLIC HEARINGS:

PUBLIC HEARING - AN ORDINANCE AUTHORIZING THE CITY TO SUBMIT AN AMENDMENT TO ITS WRITTEN PLAN TO THE HOME RULE BOARD.

Mayor Selin declared this Public Hearing open.

City Manager, Jeff Mikorski, explained the Home Rule Board process.

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

PUBLIC HEARING - AN ORDINANCE AMENDING CITY CODE SECTION 507.04 AND REPEALING CITY CODE SECTIONS 507.11 AND 507.12 RELATING TO DESTRUCTION OF DOGS.

Mayor Selin declared this Public Hearing open.

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

PUBLIC HEARING - AN ORDINANCE AMENDING CITY CODE SECTION 367.04 GOVERNING RULES FOR DESIGNATED PARKING DISTRICTS.

Mayor Selin declared this Public Hearing open.

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

PUBLIC HEARING - AN ORDINANCE REVISING THE BOUNDARIES OF THE WILES HILL DESIGNATED PARKING DISTRICT.

Mayor Selin declared this Public Hearing open.

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

PUBLIC HEARING - AN ORDINANCE ESTABLISHING THE SUNNYSIDE DESIGNATED PARKING DISTRICT.

Mayor Selin declared this Public Hearing open.

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

PUBLIC HEARING - AN ORDINANCE AMENDING CITY CODE SECTIONS 305.01 AND 305.03 PROVIDING POWER TO REGULATE STREET TRAFFIC AND PARKING DURING REPAIRS OR EMERGENCIES.

Mayor Selin declared this Public Hearing open.

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

PUBLIC HEARING - AN ORDINANCE AMENDING ARTICLE 906 OF THE CITY CODE PROVIDING FOR OUTDOOR DINING PERMITS.

Mayor Selin declared this Public Hearing open.

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

PUBLIC HEARING - AN ORDINANCE AMENDING ARTICLE 505 "ANIMALS AND FOWL" OF CITY'S GENERAL OFFENSES CODE AS IT RELATES TO URBAN AGRICULTURE.

Mayor Selin declared this Public Hearing open.

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

UNFINISHED BUSINESS:

AN ORDINANCE AUTHORIZING THE HOME RULE BOARD: The below entitled Ordinance was presented for second reading.

AN ORDINANCE AUTHORIZING THE CITY TO SUBMIT AN AMENDMENT TO ITS WRITTEN PLAN TO THE HOME RULE BOARD.

City Manager explained the Ordinance to Council, motion by Kawecki, second by Ganz, to adopt the above entitled Ordinance. Motion carried 7-0.

AN ORDINANCE AMENDING DESTRUCTION OF DOGS: The below entitled Ordinance was presented for second reading.

AN ORDINANCE AMENDING CITY CODE SECTION 507.04 AND REPEALING CITY CODE SECTIONS 507.11 AND 507.12 RELATING TO DESTRUCTION OF DOGS.

City Manager explained the Ordinance to Council, motion by Kawecki, second by Ganz to adopt the above entitled Ordinance. Motion carried 7-0.

AN ORDINANCE AMENDING CITY CODE FOR DESIGNATED PARKING DISTRICTS: The below entitled Ordinance was presented for second reading.

AN ORDINANCE AMENDING CITY CODE SECTION 367.04 GOVERNING RULES FOR DESIGNATED PARKING DISTRICTS.

City Manager explained the Ordinance to Council, motion by Kawecki, second by Ganz to adopt the above entitled Ordinance. Motion carried 7-0.

AN ORDINANCE REVISING THE WILES HILL DESIGNATED PARKING DISTRICT: The below entitled Ordinance was presented for second reading.

AN ORDINANCE REVISING THE BOUNDARIES OF THE WILES HILL DESIGNATED PARKING DISTRICT.

City Manager explained the Ordinance to Council, motion by Nugent, second by Fike to adopt the above entitled Ordinance. Motion carried 7-0.

AN ORDINANCE ESTABLISHING THE SUNNYSIDE DESIGNATED PARKING DISTRICT: The below entitled Ordinance was presented for second reading.

AN ORDINANCE ESTABLISHING THE SUNNYSIDE DESIGNATED PARKING DISTRICT.

City Manager explained the Ordinance to Council, motion by Ganz, second by Shamberger to adopt the above entitled Ordinance. Motion carried 7-0.

AN ORDINANCE AMENDING POWER TO REGULATE STREET TRAFFIC AND PARKING DURING REPAIRS OR EMERGENCIES: The below entitled Ordinance was presented for second reading.

AN ORDINANCE AMENDING CITY CODE SECTIONS 305.01 AND 305.03 PROVIDING POWER TO REGULATE STREET TRAFFIC AND PARKING DURING REPAIRS OR EMERGENCIES.

City Manager explained the Ordinance to Council, motion by Ganz, second by Nugent to adopt the above entitled Ordinance. Motion carried 7-0.

AN ORDINANCE AMENDING URBAN AGRICULTURE: The below entitled Ordinance was presented for second reading.

AN ORDINANCE AMENDING ARTICLE 505 "ANIMALS AND FOWL" OF CITY'S GENERAL OFFENSES CODE AS IT RELATES TO URBAN AGRICULTURE.

As stated above per Mayor Selin this Ordinance will be adopted on July 7th, 2015 by acclamation of Council.

BOARDS AND COMMISSIONS: City Clerk updated council that she met with Chelsi Baker and is now advertising new vacancies in the City's Newsletter, on the web, and Facebook. She noted that this seems to be getting new activity from volunteers. She then asked for Council's consent on the reappointment of Linda Durfee on the Library Board. Motion by Nugent, second by Bane to reappoint Linda Durfee to serve another term, motion carried by acclamation.

PUBLIC PORTION:

Mayor Selin declared the Public Portion open.

Mike Pappas, 977 Northwestern Avenue, presented a letter to Council on a pedestrian safety problem at the intersection of Don Nehlen Drive, Willowdale Road with Medical Center Drive/Northwestern Avenue. He stated that this area is used for heavy pedestrian, biking and walking and asked the City to remedy this dangerous situation by properly placing a marked cross walk and a left turn traffic signal arrows for all directions of travel.

There being no other appearances, Mayor Selin declared the public portion closed.

SPECIAL COMMITTEE REPORTS: No Reports

NEW BUSINESS: No new business

CITY MANAGERS REPORT:

City Manager responded to Mr. Pappas in reference to the pedestrian safety problem and noted that this is a DOH problem and that he would forward his letter onto them and let him know what direction and action they will be taking in that area.

New Business:

1. Response From Mon Power Regarding Power Outage

Attached is the response that Allen Staggers provided regarding the extended power outage that affected a portion of the City on May 30, 2015.

City Manager updated Council on the Power outage on May 30th, 2015 and noted that if Council would like the Mon Power management to speak at a COW in the future to discuss power outages and any other incidents that may occur to let him know.

2. Capital Escrow Budget Adjustment

The Capital Escrow Fund currently has \$615,080 in contingency (unbudgeted). I recommend the following amendments to the Capital Escrow Fund utilizing the contingency:

- a. As a part of the 2015-2016 Budget, authorization was given to provide City Employees with a 2% one-time Enhancement pay in lieu of a COLA adjustment. The cost for the enhancement pay is \$220,000. I recommend that \$220,000 from Capital Escrow contingency be budgeted for the employment enhancement pay to be disbursed in July.

City Manager explained the Capital Escrow Budget adjustment to Council. After discussion motion by Shamberger, second by Bane to approve \$220,000 from Capital Escrow for the employment enhancement pay in July. Motion carried 7-0.

- b. The West Virginia Botanic Garden received a budgeted Capital Escrow amount of \$8,000 from the City to improve their entrance and parking area. The cost of the project to complete the project totaled \$9,000. West Virginia Botanic Garden has requested \$1,000 from the City to cover the full cost of the improvement. I recognize that the cost overrun is minor and the WV Botanic Garden was responsible in keeping the cost of the project as close as possible to the original budget and recommend budgeting an additional \$1,000 to the West Virginia Botanic Garden.

Motion by Shamberger, second by Bane to approve \$1,000 to West Virginia Botanic Garden to complete their project to improve the park area. Motion carried 7-0.

3. Award of Construction Project

In the attached memos from City Engineer Damien Davis and our engineering consultant, David Weaver from AECOM, three bidders responded to the advertised request for proposals on the construction of the 3rd and University Avenue intersection project. The lowest responsible and responsive bidder is Reclaim Company, LLC. I recommend City Council to approve the awarding of the construction contract to Reclaim Company, LLC for the amount of \$768,872.00. Funding of this project is through the Sunnyside TIF District.

After discussion, motion by Shamberger, second by Kawecki to award the contract of construction of the 3rd and University Avenue intersection project to Reclaim Company for \$768,872.00. Motion carried 7-0.

4. Airport Agreement for Broker Services

Attached are three agreements with KLM Properties, Inc. for broker services for three vacant office spaces in the Airport Terminal building. Leasing of available office property is an important part of the revenue for the Municipal Airport. By working with a broker, we hope to fill the available offices sooner, without requiring additional manpower of the airport.

After discussion, motion by Shamberger second by Kawecki to approve KLM Properties

for broker services for three vacant office property at the Airport. Motion carried 7-0.

5. Festival Permit Requested for the Jim Dunn Memorial Scholarship Twilight 5-miler

Attached is a request for a festival permit from the City of Morgantown to utilize the Wharf parking garage for the Jim Dunn Memorial Scholarship Twilight 5-miler run on July 10, 2015. This annual event has been very successful and have not had event issues or concerns from the Police Department in the past. I recommend City Council authorize a festival permit to be sent to the ABCA for July 10, 2015 to allow the Jim Dunn Memorial event to take place in the Wharf parking garage.

Motion by Nugent, second by Shamberger to approve the festival permit be sent to ABCA for the Jim Dunn Memorial event on July 10, 2015. Motion carried 7-0.

REPORT FROM CITY CLERK: City Clerk, Linda Tucker, announced a new liquor license ARIA opening up in the City of Morgantown.

REPORT FROM CITY ATTORNEY: No Report.

REPORT FROM COUNCIL MEMBERS:

Councilor Bane:

Councilor Bane complimented Mike Fike for his service to the City and at times was surprised with his vote. He also noted that the excellent job that he has done as an educator and a Counselor in the Mon County School Systems. He also commented that he has done an even better job as a Councilor for the City of Morgantown. Councilor Bane wished him well, and to enjoy his time and that Morgantown will miss a great citizen.

Councilor Kawecki:

Councilor Kawecki agreed with Councilor Bane wishing Councilor Fike the best. He asked the City Manager about the lights on Green Street on the far end by Wilson Street. They are flickering and need to be taken care of. Councilor Kawecki mentioned that there is an event in King's Street Park where there will be a movie "Annie" and a Bounce House and Art Cart.

Councilor Nugent:

Councilor Nugent announced the next Wiles Hill Highland Neighborhood Association Meeting will be on June 17th, 2015 at 6:30pm starting with the

pot luck and 7:00pm the meeting will start. Councilor Nugent then mentioned the citizen that spoke this evening on the pedestrian safety problem on Willowdale Road. He noted that forwarding this issue to the DOH is not appropriate and also to the MPO/CAC committee for their review. He then mentioned along with Willowdale Road still waiting on signage in the 3rd Ward. He noted signage that is needed for and painting of the curbs. He then echoed comments from other colleagues and appreciates the work of Councilor Mike Fike. He is a man of much character and courage. He wished him and his precious wife many years of happiness.

Councilor Shamberger

Councilor Shamberger thanked the Upper Mon River Association for the river trip on Saturday, June 13th, 2015. She then announced that on June 25th, 2015 Desert Highway will be performing at the Amphitheatre. She then turned her attention to Mike Fike and mentioned that she will miss this nice gentleman sitting beside her and wished him much happiness.

Councilor Fike:

Councilor Fike humbly gave a sincere thank you to Council and citizens for sharing these times with him. He noted that it has been an honor to serve all the people of Morgantown along with this City Council.

Councilor Ganz:

Councilor Ganz reported that the Medical Center light near the Medical Center Station & the PRT is not working properly and asked the City Manager "Jeff Mikorski" to check into getting it repaired. Councilor Ganz noted that the expansion of WVU Healthcare parking lot is spreading into the outlying districts in the City. She then updated that the next Suncrest Neighborhood meeting will be on June 25th, 2015 with various topics and they are also planning the summer picnic at Krepps Park on July 14th, 2015. She also noted that anyone wanting to find out information

about the Suncrest Neighborhood can go to our website: suncrestna webpage. She then turned her attention to Mike Fike and said that “I remember something that we use to say” “I like Mike Fike”.

Mayor Selin:

Mayor Selin mentioned that she served on a State Wide Mediation group with Councilor Fike and that is how she first got to know him. She complimented him on his service on the Human Rights Commission and Pedestrian Board and how he can pull down ideas and push them through and most importantly the skill to budget items efficiently. She then requested that the Neighborhood Association Picnics be highlighted on our City’s Website. Mayor Selin mentioned again the 705 and Willowdale corridor. Many people walk that area, her concern as earlier mentioned is safety and requested the City Manager to add this to his list when contacting the DOH. She thanked those Council members that toured the Mon River and mentioned a Community Foundation Event and thanked Council for attending events on her behalf.

ADJOURNMENT: There being no further items of business or discussion, the meeting adjourned by unanimous consent at 8:10 p.m.

City Clerk

Mayor

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

Draft statement for City Council member Nancy Ganz

The President of the Upper Monongahela River Association (UMRA), Barry Pallay, has asked me to read an ODE to our great Monongahela River as recognition of its history and importance to our way of life and as a celebration, this month, of our communities success in re-opening part time the locks on the Upper Mon at Opekiska and Hildebrand and on the weekends at Morgantown. The agreement with the US Army Corps of Engineers after 2 years of negotiations by UMRA and the Monongalia County Commission came about because cities including Morgantown, Granville, Westover, Star City, and Fairmont, and Mon and Marion Counties, and the Mon County Development Authority, the Greater Morgantown Convention and Visitors Bureau and the Marion County Convention and Visitors Bureau as well as our Congressional Delegation including Senator Manchin, Congressman McKinley and Senator Capito worked together and contributed funds, to make this possible. It will allow us, all working together, to re-grow recreation, commerce and economic development on the Upper Mon River, both now and for our future generations.

Correspondence

REFLECTIONS BY THE UPPER MONONGAHELA RIVER

I was born in Fairmont

Of West Fork and Tygart Valley parents

2 million years ago

They named me the Monongahela

Because my banks crumble and fall.

My best friends have been the rain and mother nature

I have run north with them since we first met

Together with my partner the Allegheny

we gave birth to the Ohio at the Point

Whose offspring include the Mississippi

My lifelong hobby has been to nurture life

Paddlefish, muskee, walleye, bass and mussels to name a few

Then thousands of years ago the Monongahela, Shawnee, Mingo, Delaware and Iroquois came

I helped provide food, clothing, water and transportation

Then came the Europeans

I provided for them too

But they took advantage of my good nature

They made a mess with their Industrial revolution

My clean sometimes muddy water became red

That was a bitter pill and a bitter time

Gone were my fish and aquatic life

But the humans found they could not live without me

So they are cleaning up their act

We are learning to live together in harmony as partners
I share with them my water, their lifeblood
My precious fish and aquatic life are back
I still suffer from the salts and acid they pump into my veins
But I can live with it for now.
I allow them to form pools
To help them meet their needs
For drinking water, for recreation
For commerce and development
To carry their coal, limestone, and containers
We understand each other better
They still have a ways to go
And every so often with my friend Mother Nature
I remind them who ultimately has the upper hand
However, like every partnership
It is better when we work together
To build a great future.

(Barry Pallay June 3, 2015)



Mayor Selin
Morgantown City Council
389 Spruce Street,
Morgantown, WV 26508

June 4, 2015

Dear Mayor Selin and Morgantown City Council members,

I would like to bring to your attention the following pedestrian safety problem:

The intersection of Don Nehlen Drive/ Willowdale Road with Medical Center Drive/Northwestern Avenue (see map) is used heavily by pedestrians walking and biking from the many apartment complexes surrounding the area with destinations Ruby Memorial Hospital and University campuses. Pedestrians also cross the Medical Center Drive (north/south) from sidewalks running on the west side of Don Nehlen/Willowdale Road.

There are no designated or marked crosswalks at this intersection, even though there is a button on the west side to encourage the light change, and a camera pointing the other way sensing pedestrians waiting to cross from Northwestern Avenue on the east side. To my knowledge there are no left-turn arrows for any vehicles turning left from any direction. All left turns are at the discretion of the drivers.

I have personally had a very near accident crossing with children from the Medical Center side to Northwestern Avenue. We were half way across, clear road with green lights in our favor, when a car pulled out of Northwestern Avenue making a left turn onto Willowdale without indicating, directly into our path. It stopped 15 feet from us as we jerked the children back. The driver then proceeded on without apology or acknowledging us. We were badly shaken and thankful to be unhurt, especially the children.

I have witnessed numerous other close calls involving pedestrians encountering vehicles making left turns often without indicating.

We ask that the city remedy this dangerous situation, a crossing used heavily by pedestrians around the clock.

I believe what is needed are two properly marked cross walks, and left-turn traffic signal arrows for all directions of travel.

Respectfully,

Mike Pappas

Morgantown Church Community
977 Northwestern Avenue
Morgantown, WV 26505
Cell 304-997-1265

BOARDS AND COMMISSIONS - TERMS EXPIRED AND CURRENT VACANCIES

Council

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

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 7th, 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 7th, 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 6th 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 5th Ward Council member to find a replacement. Kitty Lozier resigned 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) 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.**

6/24/15

AN ORDINANCE AMENDING ARTICLE 1329 "DEFINITIONS" OF THE CITY'S PLANNING AND ZONING CODE AS IT RELATES TO URBAN AGRICULTURE.

WHEREAS, the City of Morgantown is committed to increasing access to fresh, locally grown, wholesome foods for all residents; and,

WHEREAS, to ensure the health and safety of all its residents, the City seeks to create and encourage programs and policies that sustain greater local food security and improve access to healthy food in underserved neighborhoods; and,

WHEREAS, urban agriculture contributes to the local economy by generating living-wage jobs, sales of food at farmers markets, grocery stores, and on-site farm stands and offering the opportunity for resident entrepreneurship in creating food-related small-business; and,

WHEREAS, urban agriculture provides a tool for improving the City's quality-of-life by reducing the negative impact of vacant lots, buildings and unused rooftops and helps to support neighborhood stabilization and recovery; and,

WHEREAS, urban agriculture at a residential scale provides a valuable supplement to a family food budget; and,

WHEREAS, urban agriculture at a community scale provides an invaluable opportunity for students to learn about nutrition and where food comes from; and,

WHEREAS, new technologies for growing food, including indoor growing technologies such as aquaponic and hydroponics, are the basis for new agricultural opportunities, partnerships, and research.

NOW THEREFORE, the City of Morgantown hereby ordains that Section 1329.02 "Definition of Terms" of the City's Planning and Zoning Code is amended as follows (deleted matter struck through; new matter underlined):

Article 1329.02 DEFINITION OF TERMS.

For this ordinance, the following words and phrases shall have the meaning respectively prescribed to them by this section. If not defined herein, or within other sections of this ordinance, terms used in this ordinance shall have the meanings provided in any standard dictionary or American Planning Association publication as determined by the Planning Director.

AGRICULTURAL ACTIVITY — Farming, including plowing, tillage, cropping, installation of best management practices, seeding, animal and poultry husbandry, cultivating, or harvesting for the production of food and fiber products (except commercial logging and timber harvesting).

AGRICULTURE, COMMERCIAL – The farming, cultivating, harvesting, husbandry, aquaponic and hydroponic farming, and/or production principally for the sale to others of plants, animals, or their products, including but not limited to: forage and sod crops, grain and feed crops, dairy animals, and dairy products; livestock, including dairy and beef cattle, poultry, sheep, swine, horses, ponies, mules, and goats; including the breeding and grazing of all such animals; bees and apiary products; fruits of all kinds including grapes, nuts, and berries; vegetables; nursery, floral ornamental and greenhouse products, and other commodities as described in the Standard Industrial Classification for agriculture, forestry, fishing, and trapping. COMMERCIAL AGRICULTURE shall not include poultry or swine production or animal feedlot operations.

AGRICULTURE, HOME – The gardening and/or production, principally for use or consumption of the property owner or resident, of plants, certain animals, or their products and for sale to others where such sales are incidental. Such gardening and/or production includes, but is not limited to, fruits of all kinds including grapes, nuts, and berries; vegetables; floral ornamental and non-commercial greenhouse products; bees and apiary products; and, for household use of the property owner or resident only, domestic poultry and rabbits. These uses do not require a permit or license except where the City Code generally requires a building permit or other permit; provided, that permits and/or approvals must be issued, if applicable, for an ACCESSORY STRUCTURE and/or HOME OCCUPATION.

AQUAPONICS – The cultivation of fish and plants together in a constructed, re-circulating ecosystem utilizing natural bacterial cycles to convert fish waste to plant nutrients and considered a COMMERCIAL AGRICULTURE use.

COMMUNITY GARDENS – A private or public facility for cultivation of fruits, flowers, vegetables, or ornamental plants by more than one person or family. A neighborhood-based development with the primary purpose of providing space for members of the community to grow plants for beautification, education, recreation, community distribution, or personal use. The responsibility of managing maintenance and operations of COMMUNITY GARDEN sites shall be that of the land owner or designated public or civic entity, nonprofit organization or other community-based organization. Processing and storage of plants or plant products are prohibited on site. Gardening tools and supplies may be stored within an accessory structure that is in compliance with Article 1331.08 of this ordinance.

DOMESTIC POULTRY – Domesticated birds kept for eggs, meat, feathers, etc. that include chicken, turkey, duck, goose, pigeon, pheasant, partridge, guinea fowl, peafowl, and quail but shall not include ratite, ostrich, emu, or rhea.

FREE-RANGE – A method of farming husbandry where the animals, for at least part of the day, can roam freely outdoors, rather than being confined in an enclosure (e.g., coops, pens, etc.) for twenty-four (24) hours each day.

~~HOME GARDENING—The growing of vegetables, produce or other plants on individual private lots, by the owner or resident of the lot, for personal enjoyment or consumption, or for sale at off-premise locations such as farmers' markets, produce stands, etc. Such activities may occur in any zoning district without permits. This activity is distinguished from AGRICULTURAL ACTIVITY in that the latter is primarily commercial in intent and nature.~~

HYDROPONICS – The cultivation of plants in nutrient solution rather than soil.

This ordinance shall be effective upon date of adoption.

FIRST READING:

Mayor

ADOPTED:

FILED:

RECORDED:

City Clerk

AN ORDINANCE AMENDING ARTICLE 1331 "ESTABLISHMENT OF ZONING DISTRICTS AND ZONING MAP" OF THE CITY'S PLANNING AND ZONING CODE AS IT RELATES TO URBAN AGRICULTURE.

WHEREAS, the City of Morgantown is committed to increasing access to fresh, locally grown, wholesome foods for all residents; and,

WHEREAS, to ensure the health and safety of all its residents, the City seeks to create and encourage programs and policies that sustain greater local food security and improve access to healthy food in underserved neighborhoods; and,

WHEREAS, urban agriculture contributes to the local economy by generating living-wage jobs, sales of food at farmers markets, grocery stores, and on-site farm stands and offering the opportunity for resident entrepreneurship in creating food-related small-business; and,

WHEREAS, urban agriculture provides a tool for improving the City's quality-of-life by reducing the negative impact of vacant lots, buildings and unused rooftops and helps to support neighborhood stabilization and recovery; and,

WHEREAS, urban agriculture at a residential scale provides a valuable supplement to a family food budget; and,

WHEREAS, urban agriculture at a community scale provides an invaluable opportunity for students to learn about nutrition and where food comes from; and,

WHEREAS, new technologies for growing food, including indoor growing technologies such as aquaponic and hydroponics, are the basis for new agricultural opportunities, partnerships, and research.

NOW THEREFORE, the City of Morgantown hereby ordains that Section 1331.05 "Permitted Land Uses" and Section 1331.06 "Supplemental Regulations Pertaining to Permitted Land Uses Table" of the City's Planning and Zoning Code are amended as follows (deleted matter struck through; new matter underlined):

Article 1331.05 PERMITTED LAND USES.

The table and supplemental regulations of the Permitted Land Use Table are incorporated in this section and are adopted as the basic land use regulations for the City. The table and supplemental regulations identify the types of land uses that are permitted within the City and any applicable conditions and limitations.

To determine the zone(s) in which a particular use is allowed, find the use in the list of uses along the left-hand side of the Permitted Land Use Table and read across the use row to find the zone column designations.

Legend:

P.....Use is permitted by right in a particular zone; a permit is required.

A.....Use is permitted as an accessory use in a particular zone; a permit is required.

CUse is allowed only as a conditional use in a particular zone subject to the limitations and conditions specified; a permit is required.

The uses listed in the Permitted Land Use Table are defined in the Definitions section (Article 1329).

A description of the supplemental regulations immediately follows the Permitted Land Use Table.

Table 1331.05.01 Permitted Land Uses

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Agricultural Activity	P										P	
Community Gardens	P	P	P	P	C	P	C	C	C	C	C	28
Agriculture, Commercial	C										C	33
Agriculture, Home	P	P	P	P	P	P	P	P	P	P	P	34
Greenhouse, Noncommercial	A	A	A	A	A	A	A	A	A	A	PA	

Article 1331.06 SUPPLEMENTAL REGULATIONS PERTAINING TO PERMITTED LAND USES TABLE.

(33) The following regulations are specific to COMMERCIAL AGRICULTURE development:

- (a) The Board of Zoning Appeals must determine COMMERCIAL AGRICULTURE use to be compatible with the area and may limit its hours of operation.
- (b) The use shall not create unacceptable congestion or traffic hazards on the neighboring streets.
- (c) The use shall not create a nuisance due to noise, smoke, electrical interference, dust, or obnoxious odor.
- (d) Land devoted to the use shall be well-maintained, regularly cleared of debris and free of excessively tall weeds and grass as provided in the International Property Maintenance Code (IPMC).
- (e) Principal and accessory structures for the use shall be subject to applicable building and fire code requirements and any applicable rules and regulations and shall be well maintained.

- (34) The following regulations are specific to HOME AGRICULTURE development:
- (a) The use shall not create a nuisance due to noise, dust, or obnoxious odor.
 - (b) Land devoted to the use shall be well-maintained, regularly cleared of debris and free of excessively tall weeds and grass as provided in the International Property Maintenance Code (IPMC).
 - (c) Noncommercial greenhouses, pens, coops, apiary structure or similar structures are subject to applicable building code requirements and shall be well maintained.
 - (d) Hoop houses, cold frames, or other similar structures shall be allowed as accessory structures subject to applicable building code requirements, shall be well maintained, and the cover shall be removed and stored when plants are not being cultivated.
 - (e) Structures referenced in subsections (c) and (d) above:
 - (i) Shall not be placed in the front yard. If placed in a side yard, such structures shall not be located closer to the street than the building line of the principal structure.
 - (ii) Shall not be placed closer than five (5) feet to the side or rear property line.
 - (iii) On corner lots, such structures shall not be located between any portion of the principal structure and either street.
 - (f) Rooftop HOME AGRICULTURE uses are subject to all applicable building and fire codes. Building permits and other applicable permits must be obtained before beginning any use, where required by City Code.
 - (g) Domestic Poultry. A maximum of six (6) domestic poultry birds may be kept on parcels smaller than one (1) acre. Roosters are prohibited. Ownership, care and control of domestic poultry shall be the responsibility of a resident of the dwelling on the parcel. Free-range shall be prohibited and domestic poultry shall be confined to a pen and/or coop, where permitted, twenty-four (24) hours each day. State health regulations may further limit the number and/or manner of keeping domestic poultry.
 - (h) Rabbits. A maximum of three (3) rabbits, ten (10) weeks of age and older, may be kept on parcels smaller than one (1) acre; provided, not more than one (1) rabbit, ten (10) weeks of age and older, is male. Ownership, care and control of the rabbits shall be the responsibility of a resident of the dwelling on the parcel. Free-range shall be prohibited and rabbits shall be confined to a pen and/or coop, where permitted, twenty-four (24) hours each day. State health regulations may further limit the number and/or manner of keeping rabbits.
 - (i) Hoofed Animals. Hoofed animals, including but not limited to cattle, horses, goats, sheep, pigs, deer, and donkeys, are prohibited with the exception of miniature pet pigs, which shall be considered a "small animal" relating to COMMERCIAL KENNEL uses.

- (j) HOME OCCUPATION approval is required for the incidental sale of HOME AGRICULTURE production.

This ordinance shall be effective upon date of adoption.

FIRST READING:

Mayor

ADOPTED:

FILED:

RECORDED:

City Clerk

AN ORDINANCE AMENDING ARTICLE 505 “ANIMALS AND FOWL” OF CITY’S GENERAL OFFENSES CODE AS IT RELATES TO URBAN AGRICULTURE.

WHEREAS, the City of Morgantown is committed to increasing access to fresh, locally grown, wholesome foods for all residents; and,

WHEREAS, to ensure the health and safety of all its residents, the City seeks to create and encourage programs and policies that sustain greater local food security and improve access to healthy food in underserved neighborhoods; and,

WHEREAS, urban agriculture contributes to the local economy by generating living-wage jobs, sales of food at farmers markets, grocery stores, and on-site farm stands and offering the opportunity for resident entrepreneurship in creating food-related small-business; and,

WHEREAS, urban agriculture provides a tool for improving the City’s quality-of-life by reducing the negative impact of vacant lots, buildings and unused rooftops and helps to support neighborhood stabilization and recovery; and,

WHEREAS, urban agriculture at a residential scale provides a valuable supplement to a family food budget; and,

WHEREAS, urban agriculture at a community scale provides an invaluable opportunity for students to learn about nutrition and where food comes from; and,

WHEREAS, new technologies for growing food, including indoor growing technologies such as aquaponic and hydroponics, are the basis for new agricultural opportunities, partnerships, and research.

NOW THEREFORE, the City of Morgantown hereby ordains that Section 505.02 “Keeping Animals; Pens and Stables” of the City’s General Offenses Code is amended as follows (deleted matter struck through; new matter underlined):

Article 505.02 KEEPING ANIMALS: PENS AND STABLES.

- (a) ~~Rabbits. No person shall confine, keep or house live rabbits, exceeding two in number, within the City, in any pen, coop or structure located within 120 feet of the residence or dwelling of any other person without the consent of such person in writing.~~

- (b) (a) ~~Permitting Pens to Become Offensive. No person shall permit any yard, kennel, pen, coop, apiary structure or other similar structures wherein live animals may be confined, kept or housed to become or be offensive, noxious or deleterious to health.~~
- (c) ~~Chickens. No person shall confine, keep or house chickens or other domestic fowl, exceeding two in number, in any pen, coop or structure located within eighty feet of the residence or dwelling of any other person without the consent in writing of such other person; provided, that this section shall not be construed to prohibit the proprietor of any market, hotel, restaurant, boarding house or residence from keeping or confining for sale or slaughter chickens or other fowls in a pen or coop within such prescribed limit for a period not exceeding ten days; provided that such pen or coop is thoroughly cleaned at least once during each forty-eight hour period and rendered free from offensive, noxious or deleterious odors.~~
- (d) ~~Permitting Coops to Become Offensive. No person shall permit any pen, coop or other structure wherein chickens or other fowl may be confined, kept or housed, to become offensive, noxious or deleterious to health.~~
- (e) (b) ~~Stables. Whoever shall keep a stable within the City shall cause all the stable manure produced there at to be kept within such stable until hauled away, and he shall in no case allow such manure to accumulate in such quantities or condition as to become offensive, or deleterious to health; and all manure so kept within the stable shall be protected from flies by means of screens or other fly-excluding devices. The floor of every stable shall be kept free from standing or seeping stable liquids, excrements and other offensive matters.~~

This ordinance shall be effective upon date of adoption.

FIRST READING:

Mayor

ADOPTED:

FILED:

RECORDED:

City Clerk

AN ORDINANCE AMENDING ARTICLE 906 OF THE CITY CODE PROVIDING FOR OUTDOOR DINING PERMITS

WHEREAS, outdoor dining at City businesses provides increased economic opportunities while contributing to a pleasant community atmosphere; and

WHEREAS, the City desires to improve its outdoor dining permit program by expanding opportunities to participate and updating regulation of the program;

NOW, THEREFORE, the City of Morgantown hereby ordains that City Code Sections 906.02 and 906.03 are amended as follows:

906.02 BOUNDARY OF OUTDOOR PERMIT AREA.

~~The plat attached hereto and made a part of original Ordinance 00-07, depicts the properties to be considered as part of the Outdoor Dining Permit Area. The City recognizes that the plat will not appear in the codified version of original Ordinance 00-07, and mandates that the City Manager be the custodian of said plat. In general, the area is bounded by the center lines of Willey Street to the north, Spruce Street to the east, Foundry Street to the south, and University Avenue/Hwy. 119 to the west.~~

Outdoor dining permits may be issued by the City Manager for any area within the municipal boundaries.

906.03 GENERAL PROVISIONS.

The City Manager is authorized to issue permits for the use of public sidewalks rights-of-way for restaurant tables, chairs, and similar or related equipment for the purpose of serving food and/or ~~nonalcoholic~~ drink to the public, including conditions upon the time or manner in which the permitted area may be used, subject to the following conditions:

(a) An Outdoor Dining Permit may be issued only upon completion of an application form prescribed by the City Manager or City Manager's designee and shall be required prior to placing tables, chairs, or any other equipment on any public sidewalk right-of-way. Each initial or modified application form shall be submitted with an administrative review fee of twenty-five dollars (\$25.00). Renewal applications shall not require an administrative review fee. Permits issued hereunder shall be valid from January 1 through December 31. The permit fee for a ~~an~~ non-partitioned Outdoor Dining Permit shall be fifty dollars (\$50.00) for each year the

permit is obtained. The permit fee for a partitioned Outdoor Dining Permit shall be two hundred dollars (\$200.00) for each year the permit is obtained.

(b) As a condition of the Outdoor Dining Permit, tables and chairs on any public sidewalk right-of-way shall be acquired through the City or its designated representative, unless the City Manager or City Manager's designee approves the use of other tables and chairs in writing. The design and placement of tables and chairs, as well as other equipment, shall comply with applicable requirements of the Americans with Disabilities Act and any applicable federal, state, or local law.

(c) The proposed use shall not unreasonably interfere with pedestrian or vehicular traffic or with access to parked vehicles, and in no event shall the uses permitted by an Outdoor Dining Permit reduce the open portion of any sidewalk to less than ~~six~~ four feet in width. ~~All equipment placed in the~~ The placement of items in the public sidewalk right-of-way area shall conform with Section 5 (Definitions) of the Zoning Ordinance as to corner comply with visibility requirements of the Planning and Zoning Code.

(d) Prior to issuance of a permit, the applicant shall furnish, to the City Manager, a dimensioned plan showing the sidewalk right-of-way and all existing public improvements and encroachments such as light posts, benches, planters, trash receptacles, fences, trees and tree grates ~~in the area,~~ bicycle racks, and newspaper boxes. The diagram shall also include the location of the curb relative to the building to be served by the permit and the proposed location of all ~~eafé~~ furniture, and other equipment to be placed ~~on the sidewalk in the right-of-way.~~ The applicant shall furnish all floor plans and approvals required by the City, including Health Department or West Virginia Alcoholic Beverage Control Administration approvals if applicable. Outdoor dining permits shall not be allowed issued for an area within ten feet of that would obstruct access to a fire hydrant, Fire Department standpipe connection, fire escape, bus stop, loading zone, mail boxes, or traffic signal stanchions. A maximum of five tables will be allowed per business, per street frontage. Tables must be adjacent to the restaurant requesting a permit. No permits will be issued for off-site seating (i.e. seating in front of another business). All equipment used to partition an area shall be sufficient to control access to the permitted area, must be removable by the permittee during non-operating hours, and must be of a design and construction acceptable to the City.

(e) The permittee shall ~~prohibit the~~ ensure that any consumption and possession of alcoholic beverages in the area for which an Outdoor Dining Permit has been issued complies with all applicable laws and regulations, including those of the West Virginia Alcoholic Beverage Control Administration (WVABCA). An area for which

an Outdoor Dining Permit that allows sales and consumption of alcoholic beverages has been issued, and which is in compliance with all WVABCA laws and regulations, shall be exempt from the prohibition on possession, consumption, or sale of alcohol in public places stated in City Code section 521.06 during the lawful hours of operation of the permitted area. Consumption and possession of alcoholic beverages shall only be permitted with a partitioned Outdoor Dining Permit.

(f) In order to serve any beverage regulated by the WVABCA in an outdoor dining permit area, the designated area must be included in the floor plan for the licensed premises as approved by the WVABCA. Any beverage regulated by the WVABCA shall be served and consumed only on the enclosed or bounded portion of the public right-of-way designated as an outdoor dining permit area. Patrons may not carry any beverage regulated by the WVABCA out of the outdoor dining permit area.

~~(f)~~ (g) All applicable Health Department sanitation requirements shall be followed for outdoor food handling. The permittee shall be responsible for posting the outdoor seating area as to any special Health Department requirements.

~~(g)~~ (h) All ~~sidewalks~~ rights-of-way encompassed by the Outdoor Dining Permit shall be maintained, by the permittee, in a sanitary manner at all times. ~~Food scraps and containers~~ Food, trash, and recyclables shall be disposed of in appropriate ~~refuse~~ containers on a regular basis during the day by the permittee. ~~Sweeping of refuse or food scraps into tree grates is not permitted.~~

~~(h)~~ (i) Permittees shall be responsible for emptying ~~the~~ any public trash containers placed in the permit area by the City ~~if they should become full prior to the next regular pickup time.~~

~~(i)~~ (j) Permittees shall see that the public areas encompassed by their Outdoor Dining Permit are kept clean throughout the day and at the end of each business day, so as not to have any food, scraps, or drink leftovers remaining which would pose an attraction to animals or insects. Each permit holder shall wash, as needed, the public area to remove any food or drink residue that may attract animals and/or create a pedestrian slip hazard.

~~(j)~~ (k) No tables, chairs, or other equipment shall be permanently attached or affixed to the sidewalk, poles or any other public facilities. No equipment shall be placed in the permit area except as specifically approved in the permit application.

~~(k)~~ (l) Outdoor dining, ~~subject to~~ permitted under this article, may only occur between 7:00 a.m. and 10:00 p.m. during the hours specified in the permit issued for

each premises. If a permittee serves any beverage regulated by the WVABCA in an outdoor dining permit area, all laws and regulations of the WVABCA regarding permitted days and hours of service shall be followed.

(4) (m) The applicant for an Outdoor Dining Permit shall provide at its sole cost and expense and shall maintain in effect during the entire period of the permit, insurance in the following manner:

(1) Worker's Compensation insurance in at least the required statutory limits;

(2) Comprehensive general liability insurance, including owner's protective liability insurance and contractual liability insurance covering claims for personal injury and property damage with limits of at least one million dollars (\$1,000,000) per occurrence, and one million dollars (\$1,000,000) for any single injury; and

(3) Prior to issuance of an Outdoor Dining Permit, the permittee shall provide the City with copies of the certificates of insurance for the required policies for each type of insurance naming the City as an additional insured party.

(4) The required insurance policies shall each provide that they shall not be changed or canceled during the life of the Outdoor Dining Permit until thirty days after written notice of such change has been delivered to the City.

(m) (n) The permittee shall hold harmless, indemnify, and defend the City and the West Virginia ~~DOH~~ Department of Transportation, Division of Highways from and against any and all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, consequential or otherwise, including reasonable attorneys' fees, which may in any way arise out of or be connected with the granting or use of an Outdoor Dining Permit ~~which may in any way result therefrom~~, or from any act or failure to act by the ~~permitted~~, its agents or employees.

(n) (o) Outdoor dining is a privilege. The City shall have the right and power, acting through the City Manager, to prohibit the operation of an outdoor dining area at any time because of anticipated or actual problems and conflicts in the use of the sidewalk-right-of-way area. Such problems and conflicts may arise from, but are not limited to, scheduled festivals and similar events or parades or marches, or repairs to the ~~street or sidewalk~~ right-of-way, or from demonstrations or emergencies occurring in the area. The City Manager may suspend or revoke ~~the an~~ an Outdoor Dining Permit for any reason after providing at least three days' prior written notice, except in an emergency, to a permittee, and the City Manager may revoke an Outdoor Dining Permit without notice in a situation determined by the City Manager to be an emergency. Any violation of the provisions of this Section; any federal, state, or local law; or of the specific conditions of any Outdoor Dining Permit shall be cause for immediate revocation of the Outdoor Dining Permit.

This ordinance shall be effective upon the date of adoption.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

ORDINANCE NO. _____

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

Property included in this consideration is identified in the Monongalia County Assessor's records as Parcel 475 of County Tax Map 14; Morgantown Corporation District.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the zoning designation for Parcel 475 of County Tax Map 14 of the Monongalia County tax assessment as described herein and illustrated on the exhibit hereto attached and declared to be a part of this Ordinance to be read herewith as if the same was fully set forth herein is reclassified from R-1A, Single-Family Residential District to R-2, Single- and Two-Family Residential District.
2. That the Official Zoning Map be accordingly changed to show said zoning reclassification.

This Ordinance shall be effective from the date of adoption.

FIRST READING:

Mayor

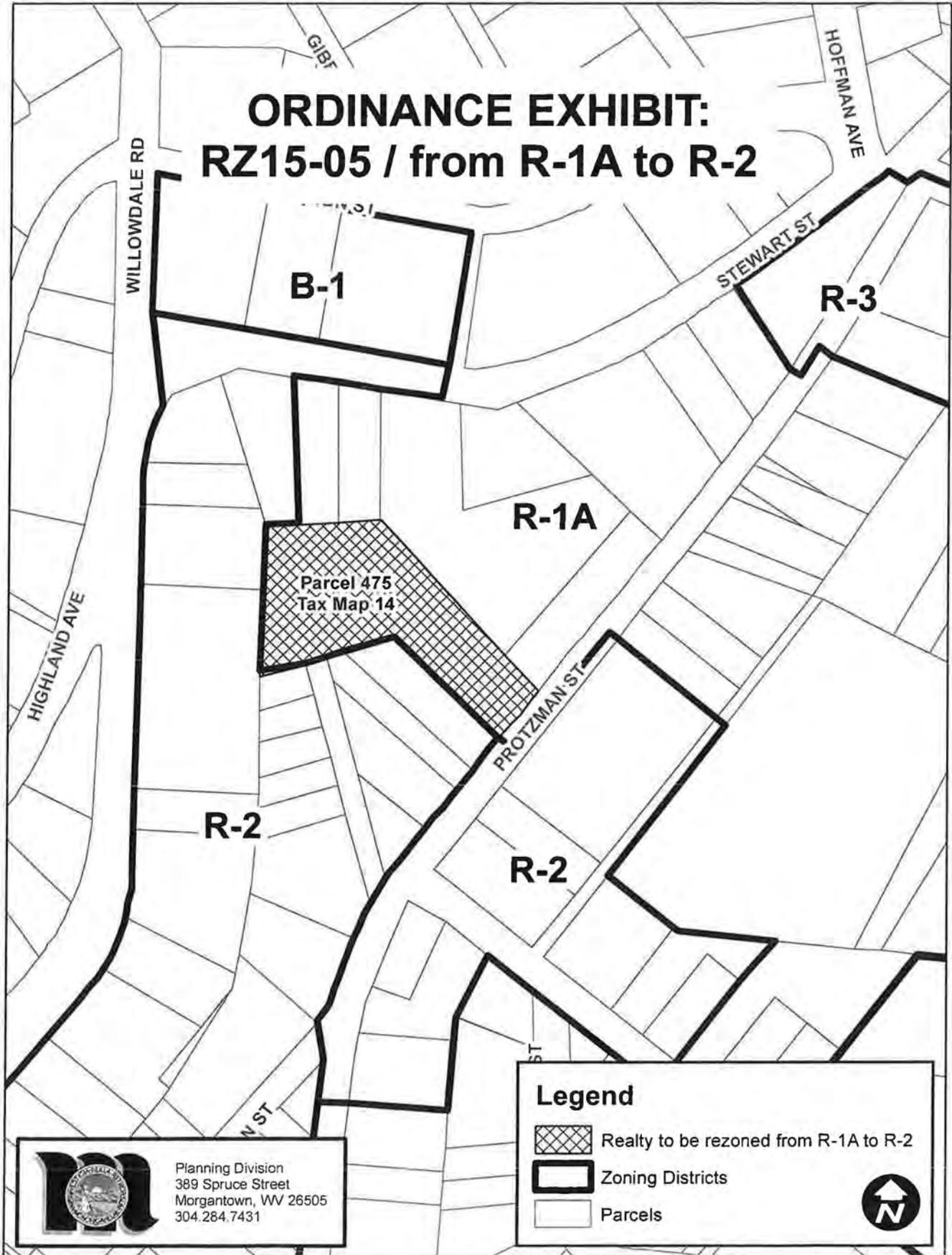
ADOPTED:

FILED:

RECORDED:

City Clerk

ORDINANCE EXHIBIT: RZ15-05 / from R-1A to R-2



 Planning Division
389 Spruce Street
Morgantown, WV 26505
304.284.7431

Legend

-  Realty to be rezoned from R-1A to R-2
-  Zoning Districts
-  Parcels



AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF FIVE PARCELS AND A PORTION OF ONE PARCEL OF REALTY IN THE THIRD WARD OF THE CITY OF MORGANTOWN FROM (R-1A) SINGLE-FAMILY RESIDENTIAL DISTRICT AND (R-2) SINGLE- AND TWO-FAMILY RESIDENTIAL DISTRICT TO (PUD) PLANNED UNIT DEVELOPMENT DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.

Property included in this consideration, the total area of which is approximately 2.12 acres, is identified in the Monongalia County Assessor's tax assessment records as Parcels 478, 479, and 492 of County Tax Map 14, Morgantown Corporation, District 1; Parcels 455 and 456 of County Tax Map 20, Morgantown Corporation, District 1; and, approximately 0.02 acres of Parcel 457 of County Tax Map 20, Morgantown Corporation, District 1.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the zoning classification for Parcels 478, 479, and 492 of County Tax Map 14, Morgantown Corporation, District 1 and Parcels 455 and 456 of County Tax Map 20, Morgantown Corporation, District 1 County tax assessment as described herein and illustrated on the exhibit hereto attached and declared to be a part of this Ordinance to be read herewith as if the same was fully set forth herein is hereby reclassified from (R-1A) Single-Family Residential District to (PUD) Planned Unit Development District.
2. That the zoning classification for approximately 0.02 acres of Parcel 457 of County Tax Map 20, Morgantown Corporation, District 1 as described herein and illustrated on the exhibit hereto attached and declared to be a part of this Ordinance to be read herewith as if the same was fully set forth herein is hereby reclassified from (R-2) Single-and Two-Family Residential District to (PUD) Planned Unit Development District.
3. That development within said (PUD) Planned Unit Development District shall be consistent with the regulations set forth in Article 1357 "PUD, Planned Unit Development District" of the City of Morgantown's Planning and Zoning Code and the "Glenn Ridge Apartments Planned Unit Development Outline Plan," the later of which was reviewed by the Morgantown Planning Commission on June 11, 2015 and a recommendation for approval forwarded to City Council.
4. That the Official Zoning Map for the City of Morgantown be accordingly changed to show said zoning classification amendments.

This Ordinance shall be effective from date of adoption.

FIRST READING:

Mayor

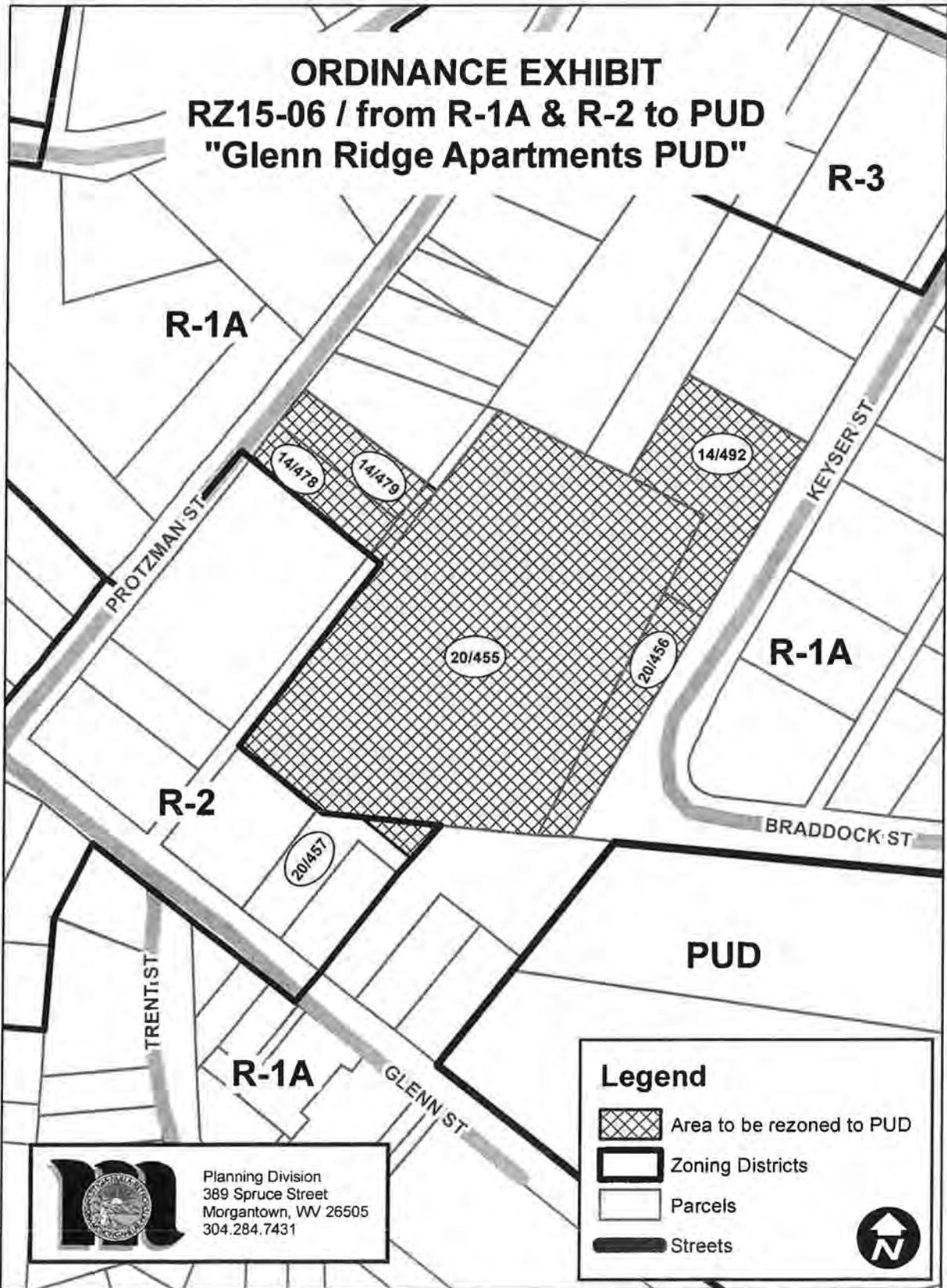
ADOPTED:

FILED:

RECORDED:

City Clerk

**ORDINANCE EXHIBIT
RZ15-06 / from R-1A & R-2 to PUD
"Glenn Ridge Apartments PUD"**



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 1st day of July 2015 and ending the 30th 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 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.

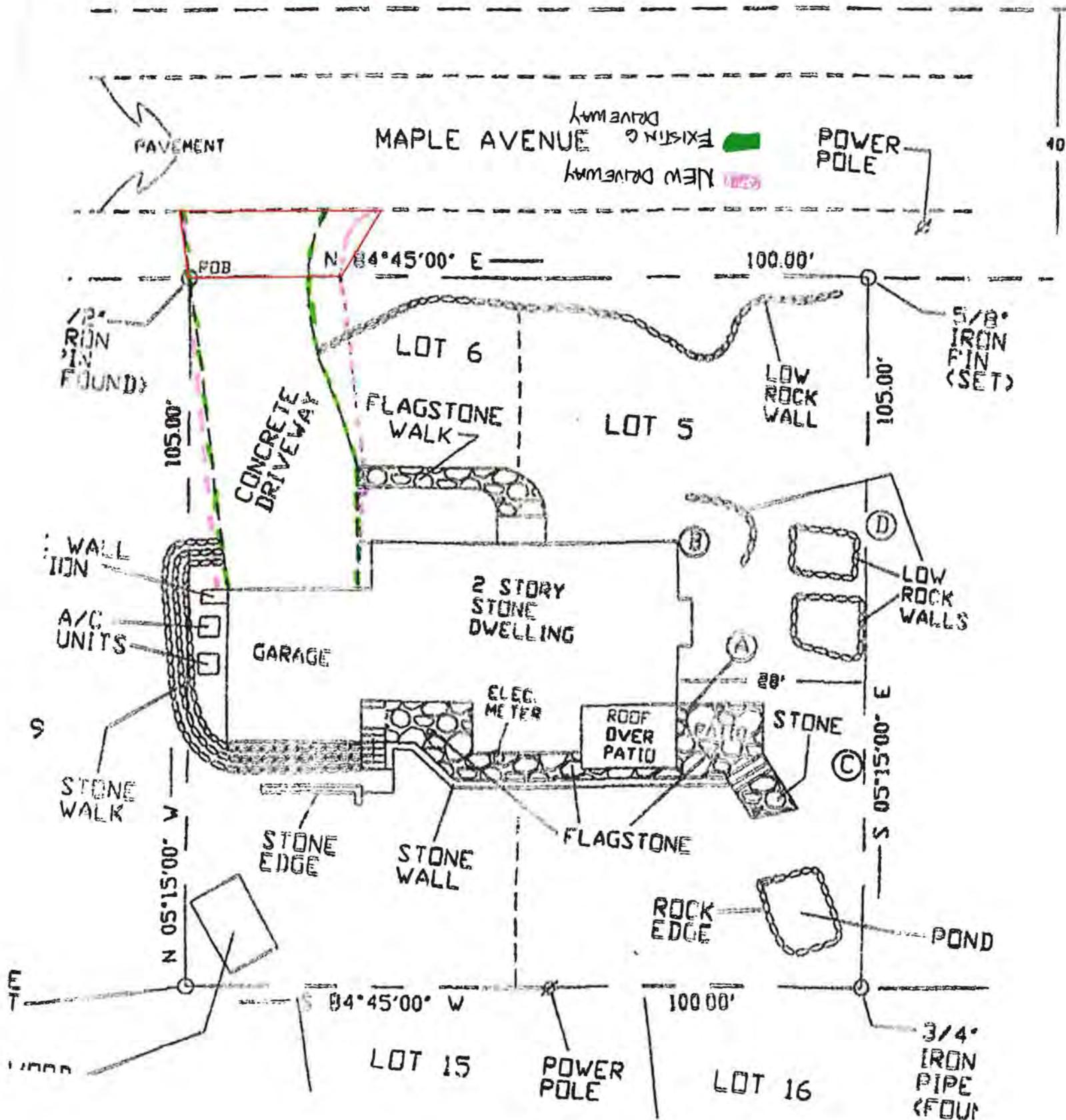
My commission expires: _____.

{SEAL}

Notary Public

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

= Easement Area



PAVEMENT

MAPLE AVENUE

EXISTING DRIVEWAY

NEW DRIVEWAY

POWER POLE

FOB

N 84°45'00" E

100.00'

1/2" IRON PIPE FOUND

105.00'

CONCRETE DRIVEWAY

LOT 6

FLAGSTONE WALK

LOT 5

LOW ROCK WALL

105.00'

5/8" IRON PIPE (SET)

STONE WALL

A/C UNITS

GARAGE

2 STORY STONE DWELLING

ELEC. METER

ROOF OVER PATIO

STONE

LOW ROCK WALLS

STONE WALK

N 05°15'00" W

STONE EDGE

STONE WALL

FLAGSTONE

ROCK EDGE

POND

S 05°15'00" E

E

N 84°45'00" W

100.00'

LOT 15

POWER POLE

LOT 16

3/4" IRON PIPE (FOUR)

**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.

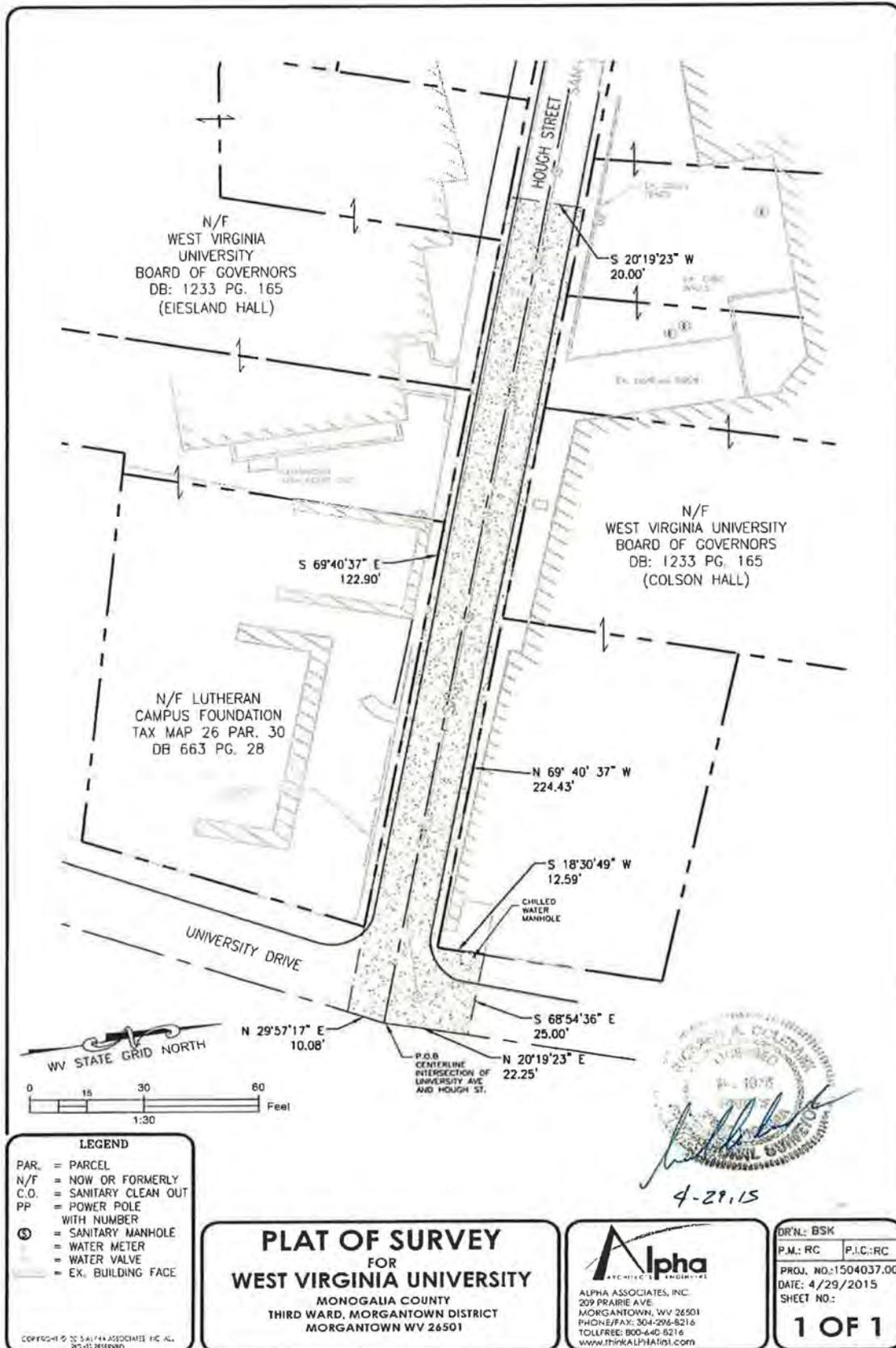
Given under my hand this ____ day of _____, 2015.

My commission expires: _____.

{SEAL}

Notary Public

EXHIBIT A



**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.

RESOLUTION

WHEREAS, City Administration has presented to Morgantown City Council a 2015-2016 budget for the Morgantown Municipal Airport Fund and Airport Improvement Fund and has requested that City Council review and approve the same;

WHEREAS, the budget in question, a copy of which is hereto attached, appears to not only be in proper form, but also, acceptable as to income and expenditures set forth therein;

WHEREAS, City Council is of the opinion that it should approve said budget.

NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this _____ day of _____, 2015, that the 2015-2016 Morgantown Municipal Airport Fund and Airport Improvement Fund Budget hereto attached is approved.

Mayor

City Clerk

**MORGANTOWN MUNICIPAL AIRPORT
2016 PROPOSED OPERATING BUDGET**

	ACTUAL FY2009	ACTUAL FY2010	ACTUAL FY2011	ACTUAL FY2012	ACTUAL FY2013	ACTUAL FY2014	Adopted BUDGET FY2015	ACTUAL As of 6/24/15 FY2015	PROPOSED BUDGET FY2016
REVENUE:									
560 AIRPORT OPERATIONS									
<u>Rents</u>									
346.04 Office Rent	170,713	172,212	196,341	206,182	189,166	240,643	218,116	135,793	150,000
346.06 Restaurant Rent	6,000	10,672	13,100	16,800	16,583	7,830	15,000	7,200	14,400
385.02 Car Rental		36,697	36,328	35,859	38,540	41,376	40,292	38,613	40,292
346.02 Hangar Rent	32,815	103,185	96,622	94,086	115,584	120,482	166,151	144,282	142,000
346.03 Byers Hangar Rent	900	900	1,065	1,305	1,020	975	900	650	2,400
346.07 Other Rent					480				
	210,428	323,666	343,456	354,232	361,373	411,305	440,459	326,538	349,092
<u>Parking</u>									
342.14 Meters									
342.15 Car Rental Parking	3,680	4,000	3,840	5,399	3,840	4,000	3,840	3,680	3,840
		4,000	3,840	5,399	3,840	4,000	3,840	3,680	3,840
<u>Other</u>									
346.11 Arpt. Advertising	9,296	9,296	7,505	3,514	7,496	9,216	7,000	6,979	7,000
346.05 Airline Landing	33,984	30,705	22,484	20,771	27,085	38,961	31,806	27,550	31,800
342.16 Vending Machines	4,300	7,923	5,428	7,717	6,401	5,402	6,500	6,921	6,500
366.03 Marketing Grant	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
380.00 Interest	363	67	48	30	34	40	50	12	30
385.00 Commissions									
399.04 Miscellaneous	6,146	6,539	12,935	9,426	4,180	6,432	9,000	8,736	15,000
399.07 Grant administration	5,438	7,073	1,885						
	69,527	71,603	65,285	56,458	60,196	75,052	69,356	65,197	75,330
TOTAL AIRPORT OPERATIONS	279,955	399,269	412,581	416,089	425,409	490,357	513,655	395,416	428,262
562 FBO OPERATIONS									
345.10 Fuel Sales - Jet A	1,175,440	968,179	1,277,723	1,590,160	1,420,021	1,185,859	1,480,000	1,006,103	1,480,000
345.13 Fuel Sales - Military	696,393	155,003	144,273	235,213	198,411	205,154	231,000	202,797	210,000
345.14 Fuel Sales - Avgas	325,276	346,539	332,119	332,758	227,438	214,233	249,000	234,868	240,000
345.15 Fuel Sales Adjustment					(23,183)				
345.18 Sales - Oil & Prist	854	1,285	732	787	956	875	1,000	610	1,000
345.20 Catering	320	28	92	66	3	6	200	2	100
345.21 Pilot Supplies	930	1,525	1,073	1,075	1,497	1,554	1,400	1,390	1,400
346.05 Landing & Parking Fees	43,298	44,116	54,840	54,151	42,754	57,500	50,000	53,665	50,000
346.09 De-Icing	7,990	34,029	30,065	24,384	42,354	109,480	40,000	70,643	75,000
399.04 Misc (callouts, fbo fees, etc)	5,706	7,913	7,085	8,313	4,559	8,649	7,000	6,813	8,000
380.00 Interest	28	199	26	19	16	20	25	17	20
TOTAL FBO OPERATIONS	2,256,235	1,558,816	1,848,028	2,246,926	1,914,826	1,783,330	2,059,625	1,576,908	2,065,520
369.00 Contrib from Other Funds					250,000				
TOTAL REVENUE	2,536,190	1,958,086	2,260,609	2,663,015	2,590,235	2,273,687	2,573,280	1,972,323	2,493,782

	ACTUAL FY2009	ACTUAL FY2010	ACTUAL FY2011	ACTUAL FY2012	ACTUAL FY2013	ACTUAL FY2014	Adopted BUDGET FY2015	ACTUAL As of 6/24/15 FY2015	PROPOSED BUDGET FY2016	
EXPENDITURES:										
561 AIRPORT OPERATIONS										
<u>Personnel Services:</u>										
03.00	Salaries and Wages	217,553	222,489	225,333	217,546	235,467	214,287	186,063	141,456	141,636
04.00	Social Security	13,731	14,463	14,477	13,574	14,930	14,139	12,156	9,770	8,737
05.00	Health and Life Insurance	70,955	79,769	89,008	88,515	77,207	63,678	87,222	53,445	73,818
07.00	Retirement	16,631	18,209	23,856	26,242	28,829	30,300	30,468	20,718	21,887
08.00	Medicare	3,229	3,382	3,386	3,174	3,492	3,307	2,843	2,285	2,042
10.00	Overtime	5,946	11,784	9,814	4,571	8,648	16,771	10,000	17,913	15,000
		328,045	350,096	365,874	353,622	368,573	342,483	328,752	245,587	263,116
<u>Contracted Services:</u>										
11.00	Telephone	10,978	7,855	9,461	8,697	8,067	7,486	8,500	7,032	8,000
13.01	Utilities/Electric	77,035	86,731	78,547	80,599	76,882	64,835	81,000	74,119	78,000
13.02	Utilities/Gas	50,219	24,206	28,030	30,702	28,130	30,380	28,000	24,813	28,000
13.03	Utilities/Water	3,184	4,561	3,029	5,035	4,297	10,778	4,500	2,419	4,000
13.09	Utilities/Storm Sewer	6,155	7,712	8,951	10,679	8,388	9,908	9,000	9,942	10,000
14.00	Travel & Training	2,285	1,574	3,063	9,093	3,876	1,729	2,300	2,518	2,800
15.00	Building Maintenance	24,454	22,614	9,786	15,759	15,277	17,753	17,000	8,270	18,000
15.03	Hangar Maintenance	635	-	74	-	-	-	5,000	-	5,000
15.20	Airfield Maintenance	18,742	13,791	43,240	59,257	14,687	48,831	15,000	12,928	20,000
16.00	Equipment Maintenance	16,537	22,337	33,392	12,914	11,543	18,519	14,000	16,960	20,000
17.00	Vehicle Maintenance	10,387	9,754	17,381	12,714	6,697	6,661	7,500	9,640	9,000
18.00	Postage	-	-	194	267	372	368	300	555	450
20.00	Advertising	19,743	19,678	29,915	32,710	26,288	30,836	30,000	23,278	30,000
22.00	Dues & Subscriptions	702	745	415	667	1,317	1,418	1,000	969	1,100
23.00	Professional Services	-	130	-	-	-	-	-	13,350	-
24.00	Audit Costs	2,000	2,000	2,200	2,300	2,300	2,400	4,600	2,688	4,600
26.00	Workers Compensation	6,324	3,874	6,315	5,712	6,713	4,495	4,865	4,865	5,563
26.01	Property & Liability Insurance	38,048	37,883	41,688	31,537	35,336	35,294	35,404	36,753	39,118
26.02	Unemployment Compensation	-	1,355	-	-	-	-	-	-	-
30.00	Contracted Services	82,075	28,233	21,769	28,441	41,428	20,539	15,000	19,761	25,000
31.00	Fire Service Fees	5,711	5,711	3,526	5,711	5,711	6,282	6,283	6,282	8,038
32.00	Bank Charges	-	-	-	-	10	8	-	-	-
48.00	Administrative Fee	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-	10,000
		385,214	310,744	350,976	362,794	307,319	328,521	299,252	277,141	326,670
<u>Commodities:</u>										
40.12	Hand Tools	299	410	113	-	-	339	300	230	300
41.01	Office Supplies	4,131	2,502	4,145	2,299	1,223	1,277	1,200	705	1,000
41.05	Janitorial Supplies	5,098	3,972	4,415	3,658	4,136	4,681	4,000	3,101	4,000
41.20	Concession Supplies	7,839	4,689	3,742	3,593	3,530	2,907	3,000	4,126	4,300
43.00	Vehicle Supplies	8,679	10,460	4,377	(167)	17,356	26,621	15,000	16,545	20,000
45.00	Uniforms	2,863	2,505	2,702	90	87	1,740	2,000	1,032	2,000
		28,909	24,538	19,494	9,473	26,332	37,566	25,500	25,738	31,600

	ACTUAL FY2009	ACTUAL FY2010	ACTUAL FY2011	ACTUAL FY2012	ACTUAL FY2013	ACTUAL FY2014	Adopted BUDGET FY2015	ACTUAL As of 6/24/15 FY2015	PROPOSED BUDGET FY2016
<u>Capital Outlay:</u>									
56.00	-	-	-	-	-	-	-	-	-
59.02	1,112	6,545	-	-	1,395	-	-	2,506	-
58.00	-	-	-	-	-	-	-	-	-
72.00	-	-	18,428	17,908	17,328	16,674	15,961	15,961	15,087
	1,112	6,545	18,428	17,908	18,723	16,674	15,961	18,468	15,087
<u>Contributions:</u>									
00.00	-	-	-	-	-	-	21,410	-	72,241
	-	-	-	-	-	-	21,410	-	72,241
TOTAL AIRPORT OPERATIONS	743,281	691,923	754,772	743,797	720,947	725,244	690,875	566,934	708,714
563 FBO OPERATIONS									
<u>Personnel Services:</u>									
03.00	174,990	183,803	188,578	153,979	163,347	160,346	225,053	169,331	206,710
04.00	11,531	12,208	12,597	10,398	11,623	12,418	14,883	13,315	11,242
05.00	85,698	94,308	100,263	106,218	77,207	87,255	91,130	69,268	52,231
07.00	15,121	16,501	20,366	18,659	22,247	26,414	37,304	32,868	31,994
08.00	2,679	2,855	2,946	2,432	2,718	2,904	3,481	3,114	2,985
10.00	11,927	15,214	18,132	13,306	25,034	41,373	15,000	47,652	25,000
	301,946	324,889	342,882	304,992	302,176	330,711	386,851	335,549	330,161
<u>Contracted Services:</u>									
11.00	7,678	7,546	7,897	7,094	7,634	14,914	8,000	6,848	7,500
14.00	909	2,710	542	1,292	205	2,565	2,500	800	2,500
16.00	4,565	4,433	6,932	4,799	6,272	7,655	6,000	5,289	6,500
17.00	-	-	-	-	59	-	-	-	-
18.00	-	-	-	32	71	24	-	40	50
19.02	18,000	16,500	9,750	-	-	21,315	25,699	20,428	25,000
22.00	-	-	-	-	-	15	-	15	-
26.00	4,193	5,355	6,953	7,252	9,116	8,572	10,322	10,322	8,132
26.01	11,306	12,020	18,030	21,147	17,725	19,097	19,933	19,727	21,206
26.02	6,500	4,118	6,509	-	-	-	-	-	-
30.00	2,538	2,238	2,469	2,388	2,388	2,388	1,300	1,791	2,400
32.00	48,176	42,474	41,834	40,984	33,022	24,159	25,000	16,182	25,000
	103,864	97,393	101,016	84,988	76,492	100,704	98,754	81,443	98,288
<u>Commodities:</u>									
41.01	1,919	1,221	2,231	1,598	1,052	1,760	1,500	1,408	1,500
41.05	-	-	-	224	-	-	-	-	-
41.20	992	-	-	-	-	-	-	-	-
41.21	-	1,268	42	172	-	5	200	-	100
46.10	1,305,680	695,576	1,014,614	1,357,023	1,129,520	1,010,385	1,176,000	773,530	1,100,000
46.12	252,623	260,005	301,854	232,686	203,271	182,020	197,000	159,102	185,000
46.15	9,749	21,801	14,092	23,369	21,073	52,279	20,000	38,000	42,000
46.20	1,642	971	882	894	594	499	600	725	700
46.21	2,123	987	543	774	1,293	2,368	1,500	261	1,000
	1,574,728	981,828	1,334,258	1,616,740	1,356,803	1,249,316	1,396,800	973,025	1,330,300

	ACTUAL FY2009	ACTUAL FY2010	ACTUAL FY2011	ACTUAL FY2012	ACTUAL FY2013	ACTUAL FY2014	Adopted BUDGET FY2015	ACTUAL As of 6/24/15 FY2015	PROPOSED BUDGET FY2016
Capital Outlay: 59.02 Equipment	-	-	-	-	-	-	-	-	-
TOTAL FBO OPERATIONS	1,980,538	1,404,110	1,778,156	2,006,720	1,735,471	1,680,731	1,882,405	1,390,017	1,758,749
Non Expense Line Budget Items - CLT Capital Lease Principal									26,319
TOTAL EXPENDITURES	2,723,819	2,096,033	2,532,928	2,750,517	2,456,418	2,405,975	2,573,280	1,956,951	2,493,782
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES (Budgetary Basis)	(187,629)	(137,947)	(272,319)	(87,502)	133,817	(132,288)	-	15,373	0

Morgantown Municipal Airport
 Airport Improvement Fund
 Proposed Budget for Fiscal Year 2016

Revenues

94.94	FAA 3513	9,698
94.94	State 3513	1,078
94.94	FAA 3614	43,155
94.94	State 3614	4,795
		<u>58,725</u>
94.940.341.00	PFC	38,500
94.940.380.00	Interest	10
94.940.369.00	Contribution From Capital Escrow	500,000
		<u>538,510</u>
TOTAL REVENUES		<u><u>597,235</u></u>

Expenditures

94.941	Runway Extension-Environmental Assessment	500,000
94.941	Grant 3513/FAA and State	10,775
94.941	Grant 3614/FAA and State	47,950
94.941	Local Match/PFC	-
94.941	Local Match/Capital Outlay	-
94.941	Contingency	38,510
Total Expenditures		<u><u>597,235</u></u>
EXCESS/(DEFICIENCY)		<u><u> </u></u>