



Office of the City Clerk

The City of Morgantown

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

AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
August 18, 2015
7:00 p.m.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **APPROVAL OF MINUTES: August 4th, 2015**
5. **CORRESPONDENCE:**
6. **PUBLIC HEARINGS:**
 - A. **AN ORDINANCE AUTHORIZING AN AGREEMENT DANIEL A. NAGOWSKI REVOCABLE INTER VIVOS TRUST AND ROSE MARY NAGOWSKI FOR A PARKING LOT LEASE.**
 - B. **AN ORDINANCE ANNEXING PROPERTY IN CLINTON DISTRICT INTO THE CORPORATE BOUNDARIES OF THE CITY OF MORGANTOWN.**
 - C. **AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY COMMISSION FOR EMPLOYMENT OF AN ANIMAL CONTROL OFFICER.**
 - D. **AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT OVER PROPERTY IN THE FOURTH WARD OF THE CITY OF MORGANTOWN IDENTIFIED AS TAX MAP 15, PARCELS 211 AND 212, AND TAX MAP 19, PARCELS 90,91,92,93,94, AND 95.**
 - E. **AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT OVER PROPERTY IN THE FOURTH WARD OF THE CITY OF MORGANTOWN IDENTIFIED AS TAX MAP 19, PARCEL 89.**

- F. AN ORDINANCE AUTHORIZING AN AGREEMENT WITH UNIVERSITY PARK AT EVANSDALE, LLC RELATING TO A GIFT FOR TRAFFIC SIGNAL IMPROVEMENTS.**
- G. AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH POPSHOPWV FOR SPACE IN THE WOODBURN SCHOOL BUILDING.**
- H. AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FEOH REALTY, LLC RELATING TO PROPERTY ANNEXATION AND CONSTRUCTION OF PUBLIC IMPROVEMENTS.**

7. UNFINISHED BUSINESS:

- A. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE ANNEXING PROPERTY IN CLINTON DISTRICT INTO THE CORPORATE BOUNDARIES OF THE CITY OF MORGANTOWN. (First reading was August 4, 2015)**
- B. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY COMMISSION FOR EMPLOYMENT OF AN ANIMAL CONTROL OFFICER.(First reading was August 4, 2015)**
- C. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT OVER PROPERTY IN THE FOURTH WARD OF THE CITY OF MORGANTOWN IDENTIFIED AS TAX MAP 15, PARCELS 211 AND 212, AND TAX MAP 19, PARCELS 90,91,92,93,94, AND 95. (First reading was August 4, 2015)**
- D. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT OVER PROPERTY IN THE FOURTH WARD OF THE CITY OF MORGANTOWN IDENTIFIED AS TAX MAP 19, PARCEL 89. (First reading was August 4, 2015)**
- E. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AUTHORIZING AN AGREEMENT WITH UNIVERSITY PARK AT EVANSDALE, LLC RELATING TO A GIFT FOR TRAFFIC SIGNAL IMPROVEMENTS. (First reading was August 4, 2015)**

F. Consideration of **APPROVAL** of (**SECOND READING**) and (**ADOPTION**) of **AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH POPSHOPWV FOR SPACE IN THE WOODBURN SCHOOL BUILDING.** (First reading was August 4, 2015)

G. Consideration of **APPROVAL** of (**SECOND READING**) and (**ADOPTION**) of **AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FEQH REALTY, LLC RELATING TO PROPERTY ANNEXATION AND CONSTRUCTION OF PUBLIC IMPROVEMENTS.** (First reading was August 4, 2015)

H. BOARDS AND COMMISSIONS

8. **PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION**

9. **SPECIAL COMMITTEE REPORTS:**

10. **NEW BUSINESS:**

A. Consideration of **APPROVAL** of (**FIRST READING**) of **AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR SUITE 229 AT THE MORGANTOWN MUNICIPAL AIRPORT.**

B. Consideration of **APPROVAL** of a **RESOLUTION FOR THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH WV GOVERNOR'S HIGHWAY SAFETY PROGRAM FOR 2016.**

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

NEW BUSINESS:

1. Acid Mine Drainage Remediation Contract Award
2. Roads Paved From Past Years Funding

12. **REPORT FROM CITY CLERK:**

13. **REPORT FROM CITY ATTORNEY:**

14. **REPORT FROM COUNCIL MEMBERS:**

15. **ADJOURNMENT:**

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

REGULAR MEETING August 4, 2015: The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, August 4, 2015 at 7:02 p.m.

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

The meeting was called to order by Mayor Shamberger.

APPROVAL OF MINUTES: All minutes were approved with a minor amendment to the July 7th and July 21, 2015 Regular Minutes.

CORRESPONDENCE: Mayor Shamberger read a letter from Main Street Morgantown thanking us for supporting them for Kid's Day 2015. **(Exhibit A)** Also Mayor Shamberger announced that there will be a Meet your Neighbor on Sunday August 30, 2015 from 2:00 pm – 5:00 pm and it is free to all **(Exhibit B)**: 2nd Annual Motown Mac N' Cheese Cook-off on August 8, 2015 from 2:00 pm – 5:00 pm; High Street Bazaar at 10:00 am – 1:00 pm. **(Exhibit C)**

PUBLIC HEARINGS:

PUBLIC HEARING - 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.

Mayor Shamberger declared this Public Hearing open.

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

PUBLIC HEARING - 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.

Mayor Shamberger declared this Public Hearing open.

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

PUBLIC HEARING - AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY RELATING TO RUNWAY EXTENSION AT THE MORGANTOWN MUNICIPAL AIRPORT.

Mayor Shamberger declared this Public Hearing open.

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

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

Mayor Shamberger declared this Public Hearing open.

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

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

Mayor Shamberger declared this Public Hearing open.

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

UNFINISHED BUSINESS:

AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT OVER PROPERTY LOCATED AT 10 MAPLE AVENUE 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: The below entitled Ordinance was presented for second reading.

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.

After discussion, motion by Kawecki, second by Redman, to adopt the above entitled Ordinance. Motion carried 6-0.

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: The below entitled Ordinance was presented for second reading.

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.

Motion by Kawecki, second by Bane, to adopt the above entitled Ordinance. Motion carried 6-0.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY DEVELOPMENT AUTHORITY RELATING TO RUNWAY EXTENSION AT THE MORGANTOWN MUNICIPAL AIRPORT: The below entitled Ordinance was presented for second reading.

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

Motion by Ganz, second by Nugent, to adopt the above entitled Ordinance. Motion carried 6-0.

AN ORDINANCE AMENDING THE FY 2015-2016 ANNUAL REVISED BUDGET TO THE GENERAL FUND: The below entitled Ordinance was presented for second reading.

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

City Manager explained, motion by Kawecki, second by Ganz, to adopt the above entitled Ordinance. Motion carried 6-0.

AN ORDINANCE OF AMENDING THE FY 2015-2016 ANNUAL BUDGET SHOWN IN THE REVISED BUDGET COAL SEVERANCE FUND: The below entitled Ordinance was presented for second reading.

City Manager explained, motion by Kawecki, second by Ganz, to adopt the above entitled Ordinance. Motion carried 6-0.

BOARDS AND COMMISSIONS: City Manager, Jeff Mikorski, recommends Noel Hoffman for the Fire Civil Service Commission. Motion by Nugent, second by Ganz to appoint Noel Hoffman as a member of the Fire Civil Service Commission by acclamation. Kristin Cooper, Matthew Blair, and Billie Murray were appointed to the Human Rights Commission by consensus. Also by consensus Council agree to interview new applicants for future Boards and Commissions positions. Councilor Ganz recommended that the City Clerk develop an advertise ore specific position descriptions and requirements for available vacancies.

PUBLIC PORTION:

Mayor Shamberger declared the Public Portion open.

Randy Jones, 762 Spring Branch Road, Chief of Staff with the Undergraduate Student Government Association, is thanking the Council for appointing Billie Murray, City Council Liaison, and Matthew Blair, Attorney General of the Undergraduate Student Government, onto the Human Rights Commission and said that there will be more students who will be applying for positions in future on the Boards & Commissions. He also noted that on August 14th, 2015 they will be having Honors Day of Service with over 800 freshman from the Honors College, and over 400 of them will be doing a big cleanup from Sunnyside to High Street and mentioned that if we had any community members that would be interested in doing this event to contact him. The event will be starting at 9:00 am from the CAC and walk downtown via Arboretum and Rail Trail.

Ron Justice, Director of Community Relations at WVU, come in this evening to speak on a number of things such as road closures and openings prior to school starting. Jeff Mikorski, City Manager, suggested that it would be a good idea to come in and speak about the events that will be going on for the students.

Corey Farris, Brooke Tower, Associate VP & Dean of Students, come in to give us the schedule for the list of events that will be going on. Starting on Friday, August 14th, 2015 is the start of move in day and there will be WVU and the Morgantown City Police that will be directing traffic in most of the intersections throughout town. PRT will reopen on August 10th, 2015 and will be open Friday, Saturday and Sunday until 12:30 am. There will be picnics and cookouts on the Mountainlair Plaza and at the Rec Center and there will also be activities for the students. There is going to be a volleyspallooza which is where the volleyball team will be setting up 10 to 15 volleyball nets at the soccer field so any student can come and play with the team and also meet the new coach. There will be food and entertainment throughout this event. On Saturday in the morning and afternoon they will be having 1st Year Academy which allows new and transferred students to get to know their academic departments. Saturday evening The WVU Marching Band will perform at the football stadium for all students that will allow them to enter the field. After they will have a photo taken of all the freshman students and marching band. Sunday, there will be Foodfest at Woodburn Circle and local vendors and restaurants will be having the food and Mountaineer Midway at the Rec Center that consists of activities for the students, and then Fallfest will be on the Mountainlair Plaza and will start at 4:30 pm with the first band and will continue until 9:00 pm.

Billie Murray, 382 Overhill, wanted to thank the Council for appointing her to the Human Right Commission and she is very excited to get started. She has been receiving applications from WVU Students for the Boards and Commissions and will pass those on once she gets a chance to go through them.

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

SPECIAL COMMITTEE REPORTS: No Reports

NEW BUSINESS:

AN ORDINANCE AUTHORIZING AN AGREEMENT DANIEL A. NAGOWSKI REVOCABLE INTER VIVOS TRUST AND ROSE MARY NAGOWSKI FOR A PARKING LOT LEASE: The above entitled Ordinance was presented for first reading.

AN ORDINANCE AUTHORIZING AN AGREEMENT DANIEL A. NAGOWSKI REVOCABLE INTER VIVOS TRUST AND ROSE MARY NAGOWSKI FOR A PARKING LOT LEASE.

City Manager explained, after discussion, motion by Nugent, second by Ganz, to pass the above entitled Ordinance to second reading. Motion carried 6-0.

AN ORDINANCE ANNEXING PROPERTY IN MORGAN DISTRICT INTO THE CORPORATE BOUNDARIES OF THE CITY OF MORGANTOWN: The above entitled Ordinance was presented for first reading.

AN ORDINANCE ANNEXING PROPERTY IN MORGAN DISTRICT INTO THE CORPORATE BOUNDARIES OF THE CITY OF MORGANTOWN.

City Manager explained, motion by Ganz, second by Kawecki, to pass the above entitled Ordinance to second reading. Motion carried 6-0.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY COMMISSION FOR EMPLOYMENT OF AN ANIMAL CONTROL OFFICER: The above entitled Ordinance was presented for first reading.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY COMMISSION FOR EMPLOYMENT OF AN ANIMAL CONTROL OFFICER.

After discussion, motion by Bane, second by Kawecki to pass the above entitled Ordinance to second reading. Motion carried 5-1. (Ganz was against)

AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT OVER PROPERTY IN THE FOURTH WARD OF THE CITY OF MORGANTOWN IDENTIFIED AS TAX MAP 15, PARCELS 211 AND 212, AND TAX MAP 19, PARCELS 90,91,92,93,94, AND 95: The above entitled Ordinance was presented for first reading.

AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT OVER PROPERTY IN THE FOURTH WARD OF THE CITY OF MORGANTOWN IDENTIFIED AS TAX MAP 15, PARCELS 211 AND 212, AND TAX MAP 19, PARCELS 90,91,92,93,94, AND 95.

City Manager explained, after discussion, motion by Bane, second by Redman, to pass the above entitled Ordinance to second reading. Motion carried 6-0.

AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT OVER PROPERTY IN THE FOURTH WARD: The above entitled Ordinance was presented for first reading.

AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT OVER PROPERTY IN THE FOURTH WARD OF THE CITY OF MORGANTOWN IDENTIFIED AS TAX MAP 19, PARCEL 89.

City Manager explained, after discussion, motion by Ganz, second by Kawecki, to pass the above entitled Ordinance to second reading. Motion carried 6-0.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH UNIVERSITY PARK AT EVANSDALE, LLC RELATING TO A GIFT FOR TRAFFIC SIGNAL IMPROVEMENTS: The above entitled Ordinance was presented for first reading.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH UNIVERSITY PARK AT EVANSDALE, LLC RELATING TO A GIFT FOR TRAFFIC SIGNAL IMPROVEMENTS.

City Manager explained, after discussion, motion by Ganz, second by Kawecki to pass the above entitled Ordinance to second reading. Motion carried 5-1. (Bane was against)

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH POPSHOPWV FOR SPACE IN THE WOODBURN SCHOOL BUILDING: The above entitled Ordinance was presented for first reading.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH POPSHOPWV FOR SPACE IN THE WOODBURN SCHOOL BUILDING.

City Manager explained, after discussion, motion by Nugent, second by Ganz, to pass the above entitled Ordinance to second reading. Motion carried 6-0.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FEOH REALTY, LLC: The above entitled Ordinance was presented for first reading.

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FEOH REALTY, LLC RELATING TO PROPERTY ANNEXATION AND CONSTRUCTION OF PUBLIC IMPROVEMENTS.

City Manager explained, after discussion, a handout was given out by Jason Donahue (**Exhibit D**) motion by Bane, second by Kawecki, to pass the above entitled Ordinance to second reading. Motion carried 6-0.

A RESOLUTION AUTHORIZING AGENTS FOR THE CITY OF MORGANTOWN FOR THE TRANSACTING OF FUNDS IN THE DESIGNATED BANKING AND FINANCIAL INSTITUTIONS. The above entitled Resolution was presented for first reading.

A RESOLUTION AUTHORIZING AGENTS FOR THE CITY OF MORGANTOWN FOR THE TRANSACTING OF FUNDS IN THE DESIGNATED BANKING AND FINANCIAL INSTITUTIONS.

City Manager explained, after discussion, motion by Bane, second by Kawecki, to pass the above entitled Resolution. Motion carried 6-0.

CITY MANAGERS REPORT:

New Business:

Salt Contact Award

With summer soon to be over, the focus needs to be toward the coming winter. Requests for bids on rock salt, to treat winter roads, returned here bids as seen in the attached memo from City Engineer Damien David. I agree the City Engineer and recommend the contract be awarded to Cargill Salt for \$89,250 for 1,000 tons of treated salt.

After City Manager explained, motion by Bane and Kawecki by consensus to award the contract bid for rock salt to Cargill Salt for \$89,250.

Capital Escrow Amendment

Last Council meeting, the amended budget allocated \$700,000 to the Capital Escrow Fund. I recommend budgeting the following items from Capital Escrow contingency:

- **Fire Engine #3** has been removed from front-line use due to frame problems that cannot be fixed. A replacement is immediately needed. I recommend adding \$300,000 for a new Fire Engine at a cost of \$300,000.
- **The Monongalia County Health Department** did not provide a request during the budget process due to a new director starting without the knowledge of requesting the funds. They have requested the same amount we have provided as in the past, which is \$16,000.
- **Mon River Trails Conservancy (MRTC)** requested funding to meet previous years funding for operations. They requested \$20,000 during our budget process for operations of the organization, we allocated \$10,000 due to constraints at the time. I recommend we complete their funding request with an additional \$10,000 due to the efforts they provide along the whole trail system in and outside the City.
- **The Metropolitan Theater rigging project** has been completed, but grant matching was not received from the Metropolitan Theater Foundation as expected. To cover the remaining grant match, I am recommending \$50,000 be added to the existing project line item.
- In order to **facilitate Infrastructure agreements** I recommend \$300,000 be allocated to funding these agreements.
- I order for the City Clerk to improve record the City's retrieval process, I recommend allocation \$1,000 to initiate the purchase of a **Document Retrieval Software**.
- BOPARC has a number of capital projects that they are requesting funds to complete, from improvements to the Krepps and Marilla Pool and Park, to replacing the Ice Rink roof. I recommend allocating \$30,000 toward these BOPARC capital projects.

Total allocations from Capital Escrow contingency to projects is \$707,000.

City Manager explained, after discussion, motion by Bane, second by Kawecki and was approved by consensus. Motion carried 6-0.

REPORT FROM CITY CLERK: City Clerk, Linda Tucker, attended the WVML Conference in Wheeling, WV and wanted to thank Heather Carl, her secretary, for attending the meeting on her behalf.

REPORT FROM CITY ATTORNEY: No Report.

REPORT FROM COUNCIL MEMBERS:

Councilor Bane:

Councilor Bane announced that when students return he urges all City Employees who live in the city to walk or try to get another means of transportation to work because it will be a nightmare to get around town due to the several major

road closures and the students returning. City Manager, Jeff Mikorski mentioned that he will be meeting with WVU on 8/5/2015 to discuss the situation of how getting around town will be and what can be done about it.

Deputy Mayor Kawecki:

No report.

Councilor Nugent:

Councilor Nugent thanked the neighbors for coming out to the National Night out Picnic and it was a great time listening to the bands and eating some great food. Councilor Nugent wants to know why the road work was not done prior to the students returning when the job was to be done. He wants to know if there is going to be a penalty for not being complete.

Councilor Selin:

Absent

Councilor Redman:

Councilor Redman announced that there is going to be a dedication of the Hartman Run Bridge in honor of Todd May on Friday, August 7, 2015 at 1:00 pm. There will be some of the Norwood and Jerome neighbors that will be attending.

Councilor Ganz

Councilor Ganz mentioned that the roads in Mon. County are deplorable. She has due to damage from the potholes. She was in Marshall County and all of the roads there were in great shape, nothing like our roads. Councilor Ganz brought up transportation issues with the Life Flight and how they are not flying at the above 500 feet where they should be. She also mentioned that the lighting and the landing pad is still a neighborhood issue along with noise from the Marching Band that practices at the Coliseum stating if they could show some respect for when they start and end their practice.

Mayor Shamberger:

Mayor Shamberger announced that the first Friday's at Woodburn will be held at 6:00 pm on August 7th and it is a monthly event: The Farmer's Market will be open every Saturday from 8:30 am – 12 pm from May through the

beginning of November on Spruce Street under the Pavilion. The market features locally raised vegetables, fruits, cheeses, meats, flowers, baked goods and canned items that are sold on their farms. **(Exhibit E)** Mayor Shamberger shares her frustrations with Council because of issues that are happening. Mayor Shamberger and Deputy Mayor Kawecky will be attending the WVML Conference in Wheeling, WV.

ADJOURNMENT: There being no further items of business or discussion, the meeting adjourned by unanimous consent at 9:14 p.m.

City Clerk

Mayor

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

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MAIN STREET morgantown

downtownmorgantown.com • director@downtownmorgantown.com

Main Street Morgantown, Inc. • 201 High St., Suite 2 • Morgantown, WV 26505 • (304) 292-0168

July 27, 2015

City of Morgantown
Mayor Marty Shamberger
389 Spruce St.
Morgantown, WV 26505

Dear Mayor Shamberger,

On behalf of the Main Street Morgantown Board of Directors and the MedExpress Kids' Day committee, I would like to thank you for your generous support of Kids' Day 2015. We greatly appreciate the use of downtown Morgantown and your assistance with planning the event.

Next year, Kids' Day will be held on July 16, 2016. We hope that you will participate again, as we feel your contribution was a very important part of this year's Kids' Day.

Once again, thank you for your continued support and generosity.

Respectfully,

George Papandreas

cc: J. Hagan

Enclosure



As of February 1994, Main Street Morgantown is a 501(C)(3) charitable organization. Due to this tax status, your contribution is tax deductible and our program is able to write grants. Federal Tax ID# 31-1129585.

Smoke N Mirrors Photography - 3 minute poses for Asian Inspiration Caricatures by Snow Xue Feng

Pleasant Street

Black Bear Burrito - Coloring wall

Mon Valley Railroad Historical Society, Inc. - Model Railroad open house

Kirk Street

Morgantown History Museum - Local history related coloring activity

Animal House - Petting Zoo, Henna "Hand Art"

Arrow Gift Shoppe - Bubbles

Brewer & Gigenbach Law - Sponsor, Paint the Wall

Cold Stone Creamery - Banner painting with ice cream & icing

Dairy Queen - Ice cream treats

First Baptist Church - Coloring small canvas bags

EMS and Police Departments - Emergency vehicle display

Greater Morgantown Convention & Visitors Bureau - Coloring books, crayons & bubbles

Kuehn Sisters Diamonds - Sidewalk chalk

Little Caesars - Cookie treats

Monongalia County Democratic Party

Coloring, embellishing pages, treats

Pinocchio's Books & Toys - Tattoos

Sew Special - Hand stitched Yo-Yo coin purse

Tailpipes - Face painting & craft table

Tanner's Alley Leather Design Studio

Antique military trucks & water stop

West Virginia Public Theatre - Decorate your own bowl & learn about Dragons Dream Theatre

Production of "Foodie the Beast" at the MET

DOWNTOWN
events!

DOWNTOWNMORGANTOWN.COM

Kids Food Specials

Black Bear Burritos - Kids Day special

Little Caesars - \$5 pizzas

Panera Bread - Free cookie & drink with purchase of kids meal downtown location only

Soul Brothers - Free kids chicken & waffle with adult meal

Tailpipes - Kids eat free 11:00 - 3:00

Spruce Street

Morgantown Farmers' Market - Festival of Steel 1:30

Morgantown Public Library - Batman and Batmobile

Read Aloud - Free giveaways

Spruce Street UMC - Face painting, Bible School activities & coloring contest

Classic Cutz - Kids activity

Classic Kickz - Kids activity

Walnut Street

Appalachian Gallery - Children's book signing & reading from 11-1:30 by Mike Fike "How Many is Lola" & Barbara Myers & Lily Hamilton "Lily & Nana" & Lily Goes to School"

Free treat bags & gallery coupons

Christian Help - Duck pond prize drawings

Retro-tique - Games

Willey Street

Panera Bread - Coloring pages

The Cupcakerie - Decorate a cupcakes

Restrooms

Arts Monongahela

Metropolitan Theatre

Morgantown Market Place

Morgantown Public Library

Morgantown Public Safety Building

Dairy Queen, Upper High Street

**Citizens Bank of Morgantown,
Courthouse Square (High Street)**

MAIN STREET



morgantown

Special Thanks:

MedExpress

84 Lumber

BOPARC

City of Morgantown

Mylan Pharmaceuticals

Morgantown Fire Department

Morgantown Parking Authority

Morgantown Police Department

Republic Services

The Dominion Post

Citizens Bank of Morgantown

Brewer & Gigenbach Law

J. Douglas Crane, LLC

Special Guests

Citizens Bank of Morgantown - Princess Lolly, Lord Licorice, Queen Frostine, Mr. Mint & Globby the Chocolate Monster

Eat'n Park Smiley Cookie - Stickers, tattoos, gum bands & cookie's

Make-A-Wish - Stella

Historic **M**
DOWNTOWN
morgantown

AUDIO WALKING TOUR

Pick up a tour today at the
Historic Clarion Hotel Morgan
127 High Street

climb on a firetruck!



Exhibit B
Mister Twister!



pygmy goats!



sloppy joes • coleslaw
mac 'n cheese • popcorn
sno cones • desserts



Music!

Meet Your Neighbor

Sunday, August 30th

2 pm — 5 pm

Farmers Market Pavilion
Spruce Street, Morgantown

Community Fun Fair

FREE!

games
face painting
cookie decorating
jewelry making



have your picture
taken with the
WVU Mountaineer



COORDINATING COUNCIL ON HOMELESSNESS

John Sonnenday, executive director
235 High St., Suite 200
Morgantown WV 26505
ccohwv@gmail.com 412-419-6116
ccohwv.org



Morgantown Fire and Police Departments

Children's Discovery Museum

WVU Mountaineer

Med Express

The Beadery

MEET YOUR NEIGHBOR

A Community Funfair

When: Sunday, August 30, 2015 2:00 pm - 5:00 pm

Where: Farmer's Market Pavilion, Spruce Street, Morgantown

Why: As a result of a citizen's meeting, a Downtown Task Force was recently formed to develop ways in which the quality of life downtown can be enhanced for everyone. This event is free and open to all to enjoy socializing and taking advantage of being in the downtown area.

It will be a festive atmosphere of fun, food, and entertaining music – an afternoon opportunity for people of the Morgantown area to meet, eat, and have fun. Come enjoy meeting other people from Morgantown, making new friends, free picnic food, music, and fun activities for all ages.

And, it is all free:

- popcorn, sno-cones, and lots of food
- games for children
- bean bag toss, fish pond
- arts and crafts for all ages
- Mister Twister balloons
- meet some pygmy goats
- fire engine and police car to explore
- puppet show
- cookie decorating
- jewelry making
- face painting
- have your picture taken with the WVU Mountaineer
- Children's Discovery Museum will be there
- Med Express will help you create your own home first aid kit

plus several musical groups playing throughout the afternoon

and all FREE

Sponsored by the Coordinating Council on Homelessness. Persons experiencing homelessness and those recently housed will be involved in helping to host the event, work in the booths, set-up, clean-up, etc. This is an opportunity for people across the community to get to know one another as neighbors, working and playing side by side.

For more information:

www.ccohv.org

John Sonnenday, Executive Director,
Coordinating Council on Homelessness

412-419-6116

ccohv@gmail.com

Motown Mac N' Cheese Cook-Off

August 8 @ 2:00 pm - 5:00 pm

Want to know which of Morgantown's finest restaurants reigns supreme? Join us for the 2nd Annual Motown Mac N' Cheese Cook-off at the Marketplace Pavillion! Enjoy activities for the whole family! Taste the best professional and hometown cooks have to offer. Find out the latest on our competitors vendors entertainment and tickets by visiting our website – <http://www.motownmacncheese.com/>

High Street Bazaar

August 8 @ 10:00 am - 1:00 pm

|Recurring Event (See all)

Main Street Morgantown has organized the High St. Bazaar occurring every Saturday from 10 a.m.-1 p.m. beginning July 11th.

The event will be located on the East side of High St giving local artisans and craftsmen an opportunity to sell their goods and products.

Applications to set up will be posted on our website. Each participant must have a vendors license in order to sell, complete the application one week in advance, and upon approval will pay \$10.00 for a parking space on High St. With the crowd that visits the Farmers Market every Saturday morning, it is a great marketing and sales opportunity.

Please visit our website for more information and if you have any questions please contact us by email, barb@downtownmorgantown.com or by phone at (304) 291-0168.



Mayor Announcements

First Fridays at Woodburn

August 7 @ 6:00 pm - 8:00 pm

|Recurring Event ([See all](#))

| FREE

First Fridays at Woodburn is a monthly music, food, and fun event held at the Woodburn Activity Center on Parsons Street in Morgantown, beside the old Woodburn Elementary School. Please "like" the Woodburn School Redevelopment Commission on Facebook for more information on the monthly events.

Free parking is available, but limited.

From Charles Ave, turn up Fortney Street. Parsons Street is the street to the left. The Woodburn Activity Center is a large cream and red aviation-style building.

Morgantown Farmers Market

August 8 @ 8:30 am - 12:00 pm

|Recurring Event ([See all](#))

The Morgantown Farmers Market will be open Saturdays from 8:30am-12pm from May through the beginning of November at the Marketplace Pavillion on Spruce St in Downtown Morgantown.

The market features locally-raised seasonal vegetables, fruits, sweet corn, meats, cow & goat cheeses, honey, flowers, bedding plants, baked goods, as well as jams & jellies, woolen and wood-crafted products. Vendors raise or craft all of the products they sell on their local farms!

The market will also showcase downtown restaurants, area non-profits, and a host of talented musicians throughout the season!

So come bring the family, get to know your local farmers, and eat & live well!



Office of the City Manager

The City of Morgantown

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

City Manager's Report for City Council Meeting on August 18, 2015

New Business:

1. Acid Mine Drainage Remediation Contract Award

As a part of the Airport access road on the east side of the airport property, an acid mine drainage remediation project was needed to remove acid mine drainage from impacting a creek. Department of Environmental Protection required the project. The City signed an agreement that the WVU Water Research Institute would be our sub-contractor to develop the design and administer the installation of the project. Within the budget of the road was budgeted \$200,000 for the project, with the Water Research Institute providing the remainder of the funds from other sources. The project was advertised and we received three bids, with the lowest bidder being All-Con, LLC for \$594,890.00. I recommend City Council awarding All-Con, LLC the contract for the above listed cost. As mentioned above, The WVU Water Research Institute will administer and inspect the installation of the facility.

2. Roads Paved From Past Years Funding

Harding Avenue and Country Club Road have been included in the paving project this construction season. These two roads were originally expected to be paved in the 2012-2013 paving season, but were delayed until the projects at University Park were completed. A majority of the funding of the paving comes from paving funds from the previous year, with approximately \$40,000 being needed from the contingency list for this year. As the University projects were initially discussed, the City Engineer agreed to hold off on paving the streets, which would have been damaged during construction, until the projects were complete. Although the streets were not a part of this year's paving list, funds from the previous paving year were expected to cover the cost. In order to be complete before the large influx of students into the newly developed housing units, paving was completed this past week. Streets on this year's contingency list will continue to be paved until funds are extinguished.

Jeff Mikorski ICMA-CM,
Morgantown City Manager

West Run Pre-Bid Attendees

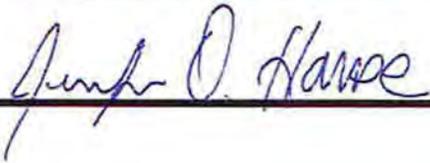
Bid Date: 8/11/114

Bid Time: 10:00 AM

Company	Bid Amount	Bid Bond
Middle Fork LLC		
✓ Laurita Inc.	1,285,000.00	Y
Green River Group LLC		
J.L. Pretzel Contracting		
✓ JF Allen Co.	992,945.00	Y
Bolyard & Sons Inc.		
Orange Const.		
Pineville Paving & Excavating Inc.		
✓ All-Con, LLC	\$ 594,890.00	Y

Certify: 

8/11/2014

Attest: 

8/11/2014

AIA® Document A101™ - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«National Mine Reclamation Center »« »
«West Virginia Water Research Institute »
«205 Evansdale Drive »
«Morgantown, WV 26506 »

Will change to
City of Morgantown

and the Contractor:
(Name, legal status, address and other information)

«ALL-CON, LLC »« »
«124 Philpott Lane »
«Beaver, WV 25813 »
« »

for the following Project:
(Name, location and detailed description)

«Passive AMD Treatment Systems»
«Morgantown, WV »
«AAI Project Number 1206068.00 »

The Architect:
(Name, legal status, address and other information)

«Alpha Associates, Incorporated »« »
«209 Prairie Avenue »
«Morgantown, WV 26501 »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

«Date to be determined»

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

«N/A»

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than «Ninety» («90») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Five Hundred Ninety Four Thousand Eight Hundred Ninety Dollars » (\$594,890.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«N/A »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
<u>N/A</u>		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
<u>N/A</u>	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «20th » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «30th » day of the «following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «Forty Five » («45 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «Ten » percent («10 » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of «Ten » percent («10 » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

«None »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

§ 8.3 The Owner's representative:

(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.4 The Contractor's representative:

(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See 9.1.4			

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«[See 9.1. Project Manual dated July 17, 2014 included as an exhibit to this agreement](#)»

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

«G000	Cover Sheet
G001	General Notes
C101 - C103	Plan Sheets
C300 - C304	Sections
C500 - C503	Details »

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
None		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

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User Notes:

(1366385738)
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- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

As per Project Manual

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

Morgantown

Request ID: 30822

Request Form: Volunteer to be a member of a Board or Commission
Received: Wednesday, June 24, 2015
Status: Completed
Priority: Normal
Assigned To: Heather Carl

Contact Details

From: Meg Baughman
Email:
Telephone: 304 599 4311
Address1: 21 Citadel Road
Address2:

City: Morgantown

State: WV

Zip Code:
26505

Pref. Method of Response: Telephone

Request Address

Number:
Street:
Type:
City:

Direction:

State:

Apt:
Zip Code:

Questions and Answers

Are you a Morgantown resident?:
No

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

In which City Ward do you reside?:

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

Metropolitan Theater Commission

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

What type of business are you, or were you, employed in?:
Communication : Marketing and Creative leader WVU Extension Service

Do you have professional certifications or licenses?:

Morgantown

Request ID: 30823

Request Form: Volunteer to be a member of a Board or Commission
Received: Wednesday, June 24, 2015
Status: Completed
Priority: Normal
Assigned To: Heather Carl

Contact Details

From: Robyn Hess
Email: robynwv1@comcast.net
Telephone: 304-292-7758
Address1: 477 Winsley Street
Address2:

City: Morgantown

State: WV

Zip Code:
26501

Pref. Method of Response: E-Mail

Request Address

Number:

Direction:

Street:

Type:

Apt:

City:

State:

Zip Code:

Questions and Answers

Are you a Morgantown resident?:

Yes

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

26 years

In which City Ward do you reside?:

Second

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

Metropolitan Theater Commission

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

Main Street Kingwood - Executive Director

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

Downtown Development/Downtown Revitization

Do you have professional certifications or

licenses?:

Do you have any pertinent special interests?:

**Downtown/Development -
History/Culture/Arts**

Staff Activities

The status of the request was changed from Active to Completed. on 7/20/2015 at 9:59 AM

Public Activities

Request was successfully submitted. by EXEC EXEC on 6/24/2015 at 12:07 PM

Thursday, June 18, 2015

Ross Justice
Morgantown WV 26505

Dear Ross,

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

REQUEST SUMMARY

Contact Details

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

Question and Responses

Are you a Morgantown resident?:
Yes

If Yes, how many years have you lived in the City of Morgantown?:
23

In which City Ward do you reside?:
Fifth

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

③ Board of Park and Recreation Commissioners (BOPARC) ④ Metropolitan Theater
③ Mtg + Housing Commission.

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

Fawley Music Company, Inc.

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

Music Instrument Retail, Rentals, and Repairs

Do you have professional certifications or licenses?:

Lifelong resident of the City of Morgantown and current student at West Virginia University; proficient in Microsoft Office, Adobe Suite, mass e-mailing platforms, cloud computing, social media, and audio recording technology.

Do you have any pertinent special interests?:

Writing, recording, and performing original music compositions; logistic and strategy in business and politics; teaching percussion privately and for University High School Marching Band

REQUEST DETAIL

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

The status is **Active** with a priority of **Normal**.

If you have further questions about this issue, please contact us.

Sincerely,

Jeff Mikorski

Office of the City Manager

Application to Serve on City Boards and Commissions

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

MR/MS: Rodney A. Pyles WORK/CELL PHONE: 304-290-4200

ADDRESS: 536 Harvard Ave HOME PHONE: 304-599-6496
Morgantown WV ZIP: 26505-2157

EMAIL ADDRESS: rod.pylz@gmail.com

CITY RESIDENT? YES NO YEARS OF CITY RESIDENCY 70 WARD 7

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

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN? County Assessor

JOB TITLE or JOB DESCRIPTION: Appraisal of real estate + personal property for tax purposes

PROFESSIONAL CERTIFICATIONS/LICENSES: BA-MA WVU

120 hours of training thru Inat Assn of Assessing Officers (IAAO)

Computer training thru vo-tech

SPECIAL INTERESTS: Local History

PLEASE CHECK THE COMMISSIONS YOU ARE INTERESTED IN SERVING:

- BOCA BOARD OF APPEALS
- BOARD OF PARKS AND RECREATION
- BOARD OF ZONING APPEALS
- BUILDING COMMISSION
- FIRE CIVIL SERVICE
- HISTORIC LANDMARKS *current member*
- HUMAN RIGHTS
- LIBRARY BOARD
- MET BOARD
- MORGANTOWN HOUSING ADVISORY COMMISSION
- MORGANTOWN UTILITY BOARD

- MUSEUM COMMISSION *1st choice*
- PARKING AUTHORITY
- PERSONNEL BOARD
- PLANNING COMMISSION
- POLICE CIVIL SERVICE
- SISTER CITIES COMMISSION
- TRAFFIC COMMISSION
- TRANSIT AUTHORITY
- TREE BOARD
- URBAN LANDSCAPE COMMISSION
- WARD & BOUNDARY

WOODBURN REDEVELOPMENT COMMISSION

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

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

UPDATED: 7/15
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Linda Tucker

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

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

Carol Allen
Executive Assistant to the City Manager
City Managers Office

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

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

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

IP: 24.131.120.62

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

Name (required): **Tim Rhodes**

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

Phone: 304 319 0630

Message (required): To whom it may concern,

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

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

Respectfully,

Tim Rhodes

Morgantown

Request ID: 30862

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

Received: Tuesday, July 14, 2015

Status: Completed

Priority: Normal

Assigned To: Heather Carl

Contact Details

From: Kenneth Weiss

Email: kenweiss64@gmail.com

Telephone: 304.296.4221

Address1: 297 Dormont St

Address2:

City: Morgantown

State: WV

Zip Code:
26501

Pref. Method of Response: E-Mail

Request Address

Number:

Direction:

Street:

Type:

Apt:

City:

State:

Zip Code:

Questions and Answers

Are you a Morgantown resident?:

Yes

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

43

In which City Ward do you reside?:

First

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

Metropolitan Theater Commission

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

Retired

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

Retail

Do you have professional certifications or licenses?:

No

Do you have any pertinent special interests?:

Metropolitan Theater board vacancy

Staff Activities

The status of the request was changed from Active to Completed. on 7/20/2015 at 9:20 AM

Public Activities

Request was successfully submitted. by EXEC EXEC on 7/14/2015 at 2:27 PM

Morgantown

Request ID: 30856

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

Received: Monday, July 13, 2015

Status: Completed

Priority: Normal

Assigned To: Heather Carl

Contact Details

From: Harrison Case

Email: harrison.case@gmail.com

Telephone: 3049069317

Address1: 136 Sherman Ave.

Address2:

City: Morgantown

State: WV

Zip Code:
26501

Pref. Method of Response: E-Mail

Request Address

Number:

Direction:

Street:

Type:

Apt:

City:

State:

Zip Code:

Questions and Answers

Are you a Morgantown resident?:

Yes

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

30

In which City Ward do you reside?:

Second

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

Housing Advisory Commission

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

Social Security Administration

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

legal

Do you have professional certifications or licenses?:

admitted to practice law

Do you have any pertinent special interests?:

outdoor recreation, walking, local history, international visitors/immigrants

Staff Activities

The status of the request was changed from Active to Completed. on 7/20/2015 at 9:39 AM

Public Activities

Request was successfully submitted. by EXEC EXEC on 7/13/2015 at 10:30 AM

March 18, 2015

Application to Serve on City Boards and Commissions

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

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

ADDRESS: 1300 Heritage Place HOME PHONE: 304-599-0539
Morgantown WV ZIP: 26505

EMAIL ADDRESS: acdonalds@comcast.net

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

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

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN? school teacher ^{real estate} Broker

JOB TITLE or JOB DESCRIPTION: elementary school teacher, Assoc. Broker ^{Pat Stewart Real Estate}

PROFESSIONAL CERTIFICATIONS/LICENSES: _____
school teacher - Pennsylvania State University - B.S. degree
Assoc. Broker - Pat Stewart Real Estate, Mgt. WV

SPECIAL INTERESTS: community activist, volunteer - in elementary schools - Sunday School teacher, Elder - 1st Presbyterian Church, ballet student, dancer

PLEASE CHECK THE COMMISSIONS YOU ARE INTERESTED IN SERVING:

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

Morgantown

Request ID: 30894

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

Received: Tuesday, July 28, 2015

Status: Completed

Priority: Normal

Assigned To: Heather Carl

Contact Details

From: Rachel Fetty

Email: ralfetty@yahoo.com

Telephone: 304-816-4395

Address1: 131 Waitman St.

Address2:

City: Morgantown

State: WV

Zip Code:
26501

Pref. Method of Response: E-Mail

Request Address

Number:

Direction:

Street:

Type:

Apt:

City:

State:

Zip Code:

Questions and Answers

Are you a Morgantown resident?:

Yes

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

8

In which City Ward do you reside?:

First

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

Housing Advisory Commission

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

Self employed

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

attorney

Do you have professional certifications or licenses?:

W.V. Bar License No. 10996

Do you have any pertinent special interests?:

Special interests include issues related to the well being of children and families, access to affordable housing and childcare, disability rights and quality of life. My legal practice has focused on serving families and children and adults with disabilities on a pro bono and sliding fee basis. My volunteer work in Morgantown has included four years of service at the Fun Factory/Children's Discovery Museum, service with my church, the Morgantown Church of the Brethren, and one on one assistance to drug affected families. Related experience includes event planning, recruiting volunteers, community outreach and collaborative grant writing.

Staff Activities

The status of the request was changed from Active to Completed. on 8/3/2015 at 9:38 AM

Public Activities

Request was successfully submitted. by EXEC EXEC on 7/28/2015 at 11:40 AM

Morgantown

Request ID: 30855

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

Received: Monday, July 13, 2015

Status: Completed

Priority: Normal

Assigned To: Heather Carl

Contact Details

From: Christopher Ham

Email: chris@hamfamilywv.com

Telephone: 3046921263

Address1: 101 THERESA DR

Address2:

City: MORGANTOWN

State: WV

Zip Code:
26501

Pref. Method of Response: E-Mail

Request Address

Number:

Direction:

Street:

Type:

Apt:

City:

State:

Zip Code:

Questions and Answers

Are you a Morgantown resident?:

Yes

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

10

In which City Ward do you reside?:

Second

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

Housing Advisory Commission

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

Wells Fargo

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

Banking/Financial Services

Do you have professional certifications or licenses?:

Do you have any pertinent special interests?:

Just an interest to serve.

Staff Activities

The status of the request was changed from Active to Completed. on 7/20/2015 at 9:49 AM

Public Activities

Request was successfully submitted. by EXEC EXEC on 7/13/2015 at 10:10 AM

Application to Serve on City Boards and Commissions

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

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

ADDRESS: 5004 Church Hill Dr HOME PHONE: 304 249 8783

Morgantown, WV 26505 ZIP: 26505

EMAIL ADDRESS: Jones19Brian81@yahoo.com

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

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

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

JOB TITLE or JOB DESCRIPTION: frac crew

PROFESSIONAL CERTIFICATIONS/LICENSES:

SPECIAL INTERESTS: housing Commission

PLEASE CHECK THE COMMISSIONS YOU ARE INTERESTED IN SERVING:

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

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

Objective

To obtain a position in the community while helping others

Education

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

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

Certifications

Basic Essential Supervisor Training

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

Crisis Behavior Management Training

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

Pass Training

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

CPR Certified

Adults ,children and infants

Professional Skills and Abilities

**intellectual attitude* Goal oriented* Team player* Intellectual curiosity*
Self-confidence* Professional demeanor* Strategic thinker* Willingness to learn* Personal thinker*
Self motivated* Hard worker*

Professional Work History

Self Employed, Morgantown, WV

Computer/Network Administrator, 2011-2015

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

Monongalia County, Morgantown, WV

Poll Worker, 2014-2014

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

Mr. Delivery, Morgantown, WV

Delivery Driver, 2012-2013

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

Pace Enterprise, Morgantown, WV

Rehabilitation Specialist, 2011-2013

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

Mighty Bright Cleaning Services, Bridgeport, WV

Janitor, 2005 - 2011

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

U.S Census Bureau, Morgantown, WV

Enumerator, 2010-2010

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

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

California Organization of Police and Sheriffs, Morgantown, WV

Professional Telephone Solicitor, 2003 – 2010

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

Crystal Clear Cleaning Services

Janitor, 2009-2010

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

Patton Building Services, Morgantown, WV

Janitor/Supervisor, 2007 – 2009

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

Mountaneer Temps, Morantown, WV

IT Help Desk, 2006 - 2006

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

Liberty Tax Services, Morgantown, WV

Tax Preparer/Consultant, 2006 – 2007

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

John P Kuehn Fine Jewelers, Morgantown, WV

LAN/Administrator/Computer technician, 2005 – 2007

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

Mountaineer Boys & Girls Club, Morgantown, WV

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

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

Volunteer Work

Salvation Army
Boys & Girls Club
Hospice
Boy Scouts of America
Preston Soccer

References

furnished upon request

Morgantown

Request ID: 30805

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

Received: Sunday, June 14, 2015

Status: Completed

Priority: Normal

Assigned To: Heather Carl

Contact Details

From: Terry Kelly

Email: tkellywv@hotmail.com

Telephone: 3042924658

Address1: 501 Astor Ave

Address2:

City: Morgantown

State: WV

Zip Code:
26501

Pref. Method of Response: E-Mail

Request Address

Number:

Direction:

Street:

Type:

Apt:

City:

State:

Zip Code:

Questions and Answers

Are you a Morgantown resident?:

Yes

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

65

In which City Ward do you reside?:

First

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

Housing Advisory Commission

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

retired

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

education/psychology

Do you have professional certifications or licenses?:

yes

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

Staff Activities

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

Public Activities

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

Application to Serve on City Boards and Commissions

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

MR/MS: Don Larrick WORK/CELL PHONE: 301 501 8344

ADDRESS: 1120 Windsor Ave. HOME PHONE: _____

Morgantown WV 26505 ZIP: 26505

EMAILADDRESS: blarrick@gmsminerepair.com

CITY RESIDENT? YES NO _____ YEARS OF CITY RESIDENCY 1 WARD 7

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

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN? Mining/Manufacturing

JOB TITLE or JOB DESCRIPTION: Field Engineer

PROFESSIONAL CERTIFICATIONS/LICENSES: Bachelors Degree in

Mechanical Engineering

SPECIAL INTERESTS: Construction, Landscaping, Planning

PLEASE CHECK THE COMMISSIONS YOU ARE INTERESTED IN SERVING:

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

WOODBURN REDEVELOPMENT COMMISSION

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

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

UPDATED: 7/15

Morgantown

Request ID: 29328

Request Form: Volunteer for City Boards and Commissions

Received: Thursday, July 03, 2014

Status: Completed

Priority: Normal

Assigned To: Devon Milam

Contact Details

From: Arathy Narase-Gowda

Email: arnarasegowda@mix.wvu.edu

Telephone: 304 376 1927

Address1: 3 valencia court

Address2:

City: morgantown

State: WV

Zip Code:
26505

Pref. Method of Response: E-Mail

Request Address

Number:

Direction:

Street:

Type:

Apt:

City:

State:

Zip Code:

Questions and Answers

Are you a Morgantown resident?:

Yes

In which City Ward do you live?:

Not Sure

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

WVU

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

4

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

What is your job description?:

Do you have any professional certifications or licenses?:

Bachelors in Architecture

Masters in Landscape Architecture

Do you have any pertinent special interests?:

Community Development

On which commission(s) are you interested in serving?:

Urban Landscape Commission

What is your work telephone number?:

Staff Activities

The status of the request was changed from Active to Completed. on 7/20/2015 at 8:38 AM

Public Activities

Request was successfully submitted. by EXEC EXEC on 7/3/2014 at 1:48 PM

Morgantown

Request ID: 30907

Request Form: Volunteering for City Boards and Commissions

Received: Tuesday, August 04, 2015

Status: Completed

Priority: Normal

Assigned To: Heather Carl

Contact Details

From: Lola Contreras

Email: contreras.lola@gmail.com

Telephone: 304-216-3441

Address1: 323 Rotary St.

Address2:

City: Morgantown

State: WV

Zip Code:
26505

Pref. Method of Response: E-Mail

Request Address

Number:

Direction:

Street:

Type:

Apt:

City:

State:

Zip Code:

Questions and Answers

Are you a Morgantown resident?:

Yes

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

12

In which City Ward do you live?:

Not Sure Fourth Ward

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

Fairmont State University

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

Education

Do you have any professional certifications or licenses?:

Yes, substitute teacher, provisional certified Spanish teacher (TX).

Do you have any pertinent special interests?:

I have been involved in a number of

international/cultural events such as:

- Hispanic Heritage Month (LASO - WVU)
- 5 de Mayo (fundraising event for WV CIP)
- Chispa/Spanish festivals at public schools

On which Board or Commission(s) are you interested in serving?:

Sister Cities Commission

Are you a Morgantown resident?:

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

In which City Ward do you live?:

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

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

Do you have any professional certifications or licenses?:

Do you have any pertinent special interests?:

On which Board or Commission(s) are you interested in serving?:

Staff Activities

The status of the request was changed from Active to Completed. on 8/4/2015 at 3:10 PM

Public Activities

Request was successfully submitted. by EXEC EXEC on 8/4/2015 at 12:48 PM

**AN ORDINANCE AUTHORIZING AN AGREEMENT DANIEL A. NAGOWSKI
REVOCABLE INTER VIVOS TRUST and ROSE MARY NAGOWSKI FOR A
PARKING LOT LEASE**

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached agreement, which is incorporated in this Ordinance by reference, to lease a parking area described in the agreement.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

LEASE AGREEMENT

This lease agreement (the "Agreement" or "Lease"), made this _____ day of _____, 2015, by and between DANIEL A. NAGOWSKI REVOCABLE INTER VIVOS TRUST and ROSE MARY NAGOWSKI, (collectively "Landlord"), and the City of Morgantown, a municipal corporation of the State of West Virginia with its address at 389 Spruce Street, Morgantown, WV 26505 ("Tenant"). In consideration of the premises and conditions stated herein, the parties hereto agree to be bound as follows:

1. Premises and Terms: Landlord does hereby demise unto Tenant, and Tenant does hereby lease from Landlord, the real property, situated in the City of Morgantown, the County of Monongalia, and the State of West Virginia, more particularly described on the attached "Exhibit A," which is incorporated herein by reference ("Demised Premises"). Landlord leases to Tenant the Demised Premises unto Tenant for Tenant's use, except as specifically provided otherwise in this Agreement, for a term commencing **September 1, 2015**, and extending until midnight on the day preceding the third anniversary of such date, provided that either of parties to this lease gives to the other, three months before the latter date, notice in writing of the party's intention to terminate this lease on that date. Otherwise this lease will continue in force for another term of one year, and in the same manner from year to year ("Term"), including all terms and conditions in this lease, until one of parties terminates this lease by notice in writing in some ensuing year in the manner described above which notice terminates this lease at the end of year for which premises are then held.

2. Representations and Warranties:

a. Landlord hereby represents and warrants that Landlord has full authority to grant Tenant the rights provided to Tenant under this Agreement and to execute this Agreement and comply with the terms of this Agreement; that no current or anticipated litigation exists relating to the Demised Premises; that the Demised Premises are not in violation of any environmental or regulatory law, rule, or regulation, or in violation of any other law; and that no known or reasonably apparent defect exists in the Demised Premises that could constitute a danger to entrants thereon.

b. Tenant hereby represents and warrants that it has full authority, through its authorized agent executing this Agreement, to execute the Agreement and comply with the terms hereof.

3. Definitions: As used herein, the following terms shall have the meanings ascribed to them herein:

"Landlord's Improvements" shall mean all structures, improvements, fixtures and items of property, whether real or personal, located on the Demised Premises on the date hereof, except for those removable items of personal property that have been placed or will be placed on the leased property by Tenant under any prior lease agreement or this Lease. The Parties specifically agree that the lightpoles and related objects or structures – including wiring, controls, and housing – are not Landlord's Improvements and shall remain Tenant's property; provided, however, that if such

objects or structures are removed Tenant shall repair any damage to the surface of the premises caused by the removal.

“Tenant’s improvements” shall mean all removable (i) buildings, (ii) structures, (iii) improvements, and (iv) items of personal property, and any temporary office placed on the Demised Premises, but not including any permanent improvement or fixture, or any surfacing material used to cover the Demised Premises or a portion thereof as Tenant may have previously constructed or installed or may hereafter construct or otherwise place on the Demised Premises.

4. Rent:

a. Amount: For and during the Term, Tenant shall pay to Landlord rent at the annual rate of **an amount equal to the annual real estate taxes assessed against the Demised Premises by the Monongalia County Assessor** for such year.

b. Payment: Payment shall be made directly by the Tenant to the appropriate authority; provided, however, that Landlord must provide a statement of taxes due no later than thirty (30) days before the earliest due date on the annual statement of taxes owed. If Landlord fails to timely deliver the statement, Tenant shall make payment within 60 days of receipt of the statement and shall be entitled to recover from Landlord any additional amounts paid due to the delay in payment.

5. Maintenance and Repairs:

a. Tenant shall maintain the Landlord’s Improvements and the Tenant’s Improvements in good repair, reasonable wear and tear excepted, and Tenant shall at its own cost and expense promptly make all necessary repairs thereto, including structural repairs.

b. Tenant shall be responsible for regular maintenance of the unimproved condition of the property by mowing grass and removing snow, ice, and debris.

6. Utilities Services: Tenant shall pay for all water, electricity and other utilities consumed by Tenant on the Demised Premises during the Term. Tenant shall take all necessary measures to ensure utilities services are available on the Demised Premises as of the effective date of this Agreement remain available to Tenant. Landlord shall provide reasonable assistance to Tenant respecting reasonably necessary measures so that utility services are available on the Demised Premises.

7. New Construction and Alterations: During the Term, Tenant may, with Landlord’s consent, which consent may not be unreasonably withheld, undertake construction of Tenant’s Improvements, make alterations thereto and take any other actions with respect thereto and may, without Landlord’s consent, by use of blacktop or other surfacing material, cover the Demised Premises or a portion thereof. Tenant shall make Tenant’s Improvements and surface the Demised Premises or a portion thereof in accordance with the local ordinances.

8. Uses:

a. Tenant use: Landlord hereby agrees, represents, and warrants that Tenant may use and occupy the Demised Premises for the provision of public parking only. Tenant shall not authorize any other entity, including the Mountain Line Transit Authority, to use the Demised Premises other than for the general public parking provided under this Agreement.

b. Landlord use: The Parties agree that customers of Landlord's business located adjacent to the Demise Premises, known as Wings Olé restaurant, may use the Demised Premises for parking without charge but otherwise upon the same terms and conditions available to the general public. The Parties agree that Tenant will not be liable to Landlord for unavailability of parking for restaurant customers or consequences thereof. Tenant shall not authorize other entities to use or block the Demised Premises.

9. Enforcement of Premises Regulations: Parking on the Demised Premises shall be subject to a two-hour limit. Landlord and Tenant are each entitled to enforce the time limitation on parking by appropriate means.

10. Landlord Not Liable for Damage to Tenant's Improvements: Landlord shall not be responsible to Tenant for any loss or damage to the Tenant's Improvements or Landlord's Improvements for any cause whatever, except the willful or negligent act of Landlord and the default by Landlord in any obligation of Landlord herein.

11. Tenant Not Liable for Damage to Landlord's Improvements: Tenant shall not be responsible to Landlord for any loss or damage to the Landlord's Improvements, except the willful or negligent act of Tenant and the default by Tenant in any obligation of Tenant herein, but this shall not affect or limit the Tenant's obligation to maintain and repair as recited in Part 5, above.

12. Removal of Tenant's Improvements: Tenant may, but shall not be obligated to, remove, free of any right or claim of Landlord, any of Tenant's Improvements located on the Demised Premises.

13. Compliance with Ordinances, Laws, etc.: During the Term, Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and municipal governments and of any and all their departments and bureaus applicable to Tenant's Improvements and Tenant's use of the premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the use of the premises but only, however, to the extent that such results from the particular use of the Tenant.

Compliance with all such laws, rules, and regulations – to include correction of any violation thereof – shall be the sole responsibility of Landlord if not resulting directly from a particular use of the Tenant.

14. Assignment and Subletting: Tenant may assign this lease, or sublet the whole or any part or parts of the Demised Premises, with the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed; but no assignment or subletting shall relieve Tenant from continuing liability from entire performance of this lease and full payment of the rent herein provided for.

15. Events of Default: If any one or more of the following events (“default” or “event of default”) shall happen:

(A) Tenant shall default in the due and punctual payment of rent or any other payments required of Tenant hereunder and such default shall continue for 15 days after receipt of written notice from Landlord; or

(B) Tenant shall neglect or fail to perform or observe any of the covenants herein contained on Tenant’s part to be performed or observed and Tenant shall fail to remedy the same within 30 days after Landlord shall have given to Tenant written notice specifying such neglect or failure or within such additional period, if any, as may be reasonably required to cure such default if it is of such a nature that it cannot be cured within such 30 day period;

then Landlord shall have the right, at its election, then or at any time thereafter, and while such event of default shall continue, to either

(A) Give Tenant written notice of Landlord’s intention to terminate this Lease on the date of such notice or on any later date specified therein, and on the date specified in such notice Tenant’s right to the use, occupancy and possession of the Demised Premises shall cease and this Lease shall thereupon be terminated; or

(B) Re-enter and take possession of the Demised Premises or any part thereof and repossess the same as of Landlord’s former estate and expel Tenant and those claiming through or under Tenant without being deemed guilty of any manner of trespass. Landlord may not remove any of Tenant’s Improvements pursuant to such entry. Should Landlord elect to reenter as provided in this subparagraph (B) or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law then this Lease shall be deemed to have been terminated as of the date of such repossession or reentry.

The Landlord’s remedies stated in this Part 15 are cumulative and do not limit the Landlord’s other remedies at law or in equity.

16. Landlord’s Covenants in Respect to Superior: Landlord shall pay when due all principal and interest on any mortgage or superior lease to which this Lease is subordinate or subordinated, and shall pay (or discharge by bonding or otherwise) all mechanic’s liens filed against the Demised Premises by reason of any construction requested, performed or contracted by Landlord .

17. Surrender of Premises: Upon termination of this lease, whether by lapse of time, cancellation pursuant to an election provided for herein, forfeiture or otherwise, Tenant shall

immediately surrender possession of the Demised Premises to Landlord, reasonable wear and tear and damage from fire or other casualty or peril excepted.

At any time during the term of this Lease and upon the termination of this Lease, Tenant shall have the right but not the duty to remove from the Demised Premises all Tenant's Improvements and other property of Tenant. Following any termination of this Agreement, Tenant shall have a reasonable time not exceeding 90 days thereafter to effect such removal. If any of such property shall remain on the Demised Premises after the end of the Term, or after the 90-day period above specified in the event termination occurs prior to the time fixed as expiration of the Term, such property shall be and become the property of Landlord without any claim therein of Tenant should Landlord so elect.

18. Quiet Enjoyment: Landlord covenants that Tenant, so long as Tenant is not in default hereunder, shall and may peaceably and quietly have, hold and enjoy the premises for and during the Term, subject to Landlord's specific rights to use the Demised Premises granted in this Agreement.

19. Right To Cure Other Party's Defaults: In the event of any default hereunder by Tenant, Landlord may, if such default continues after reasonable notice thereof to Tenant, cure such default for the account and at the expense of Tenant. If Landlord at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which requires the payment of any sum of money or is compelled to incur any expense, excluding attorneys' fees, to cure such default, Landlord may institute an appropriate action seeking recovery of the expense incurred.

20. In the event of any default hereunder by Landlord, including without limitation violation of a representation or a warranty contained herein, Tenant may, if such default continues after reasonable notice thereof to Landlord, cure such default for the account and at the expense of Landlord. If Tenant at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which requires the payment of any sum of money or is compelled to incur any expense, excluding attorneys' fees, to cure such default, Tenant may institute an appropriate action seeking recovery of the expense incurred, or, at Tenant's election, such expense may be deducted by Tenant from any monies then due or thereafter becoming due from Tenant to Landlord.

21. Memoranda of Lease: This Agreement shall not be recorded. At the request of either party, Landlord and Tenant will execute and deliver, in duplicate original counterparts, a recordable memorandum of this Lease Agreement identifying the Demised Premises and stating the Term and providing such other information as may reasonably be required. The costs of recording any such memorandum shall be borne by the party requesting the same.

22. Indemnification: It is the interest of the parties hereto that Tenant shall enjoy the complete use and enjoyment of the Demised Premises. Therefore, Landlord covenants and warrants to Tenant that Landlord will not do, cause to be done, or suffer the conclusion of any action, matter or thing which would hinder the aforementioned rights of the Tenant; and Landlord hereto agrees to defend and indemnify the Tenant against, and to hold it harmless from, any claim

for damages, demand for performance, or any other matter or thing arising out of the actions of the Landlord with respect to use of the Demised Premises and/or any claim, demand, or other matter related to the breach or falsity of any of Landlord's representations and warranties stated herein.

23. Notices: Any notice, demand or request which under the terms of this Lease or under any statute must or may be given or made by either of the parties hereto to the other party shall be in writing, and shall be delivered by mailing the same by certified or registered United States Mail, postage prepaid, addressed to the address first written above. Either party, however, may designate in writing any new or other address to which such notice, demand or request shall thereafter be so delivered in the manner provided herein.

24. No Oral Modification: This instrument contains all the agreements and conditions made between the parties hereto with respect to the leasing of the Demised Premises, and may not be modified, waived, or terminated in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

25. Rights of Successors and Assigns: The covenants and agreements contained in this Lease shall apply, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives, except as otherwise herein expressly provided. The terms "Landlord" and "Tenant," as used in this Lease, shall be deemed to refer to the parties executing this Lease as Landlord and Tenant as well as their respective successors, assigns, and legal representatives.

26. Applicable Law: The laws of the State of West Virginia shall govern the rights and duties of the parties to this Lease and the interpretation of its provisions.

27. Captions: The captions used herein are included only for convenience and reference, and are in no way to define, limit, or describe the scope of the terms and conditions of the Agreement and will not be considered in the interpretation, construction, or enforcement hereof.

28. Provisions Severable: In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not invalidate the entire Agreement and the remaining provisions of the Agreement shall remain in force.

29. Duplicate Originals: This Agreement may be executed in duplicate originals, each of which shall have the force and effect of an original of this Agreement.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2015, as follows:

LANDLORD:

DANIEL A. NAGOWSKI REVOCABLE INTER VIVOS TRUST
By: Daniel A. Nagowski
Its: Trustee

ROSE MARY NAGOWSKI

TENANT:

City of Morgantown
By: Jeff Mikorski
Its: City Manager

STATE OF WEST VIRGINIA,
COUNTY OF _____,

On this _____ day of _____, in the year 2015, before me did personally appear Daniel A. Nagowski known to me to be the person who executed the within Lease Agreement as an authorized representative of Landlord DANIEL A. NAGOWSKI REVOCABLE INTER VIVOS TRUST and acknowledged to me that he executed the same for the purposes therein stated.

Taken, subscribed and sworn to before me, this _____ day of _____, 2015.

My commission expires: _____.

NOTARY PUBLIC

STATE OF WEST VIRGINIA,
COUNTY OF _____,

On this _____ day of _____, in the year 2015, before me did personally appear Daniel A. Nagowski known to me to be the person who executed the within Lease Agreement as Landlord ROSE MARY NAGOWSKI and acknowledged to me that she executed the same for the purposes therein stated.

Taken, subscribed and sworn to before me, this _____ day of _____, 2015.

My commission expires: _____

NOTARY PUBLIC

STATE OF WEST VIRGINIA,
COUNTY OF _____,

On this _____ day of _____, in the year 2015, before me did personally appear Jeff Mikorski known to me to be the person who executed the within Lease Agreement and acknowledged to me that he executed the same for the purposes therein stated.

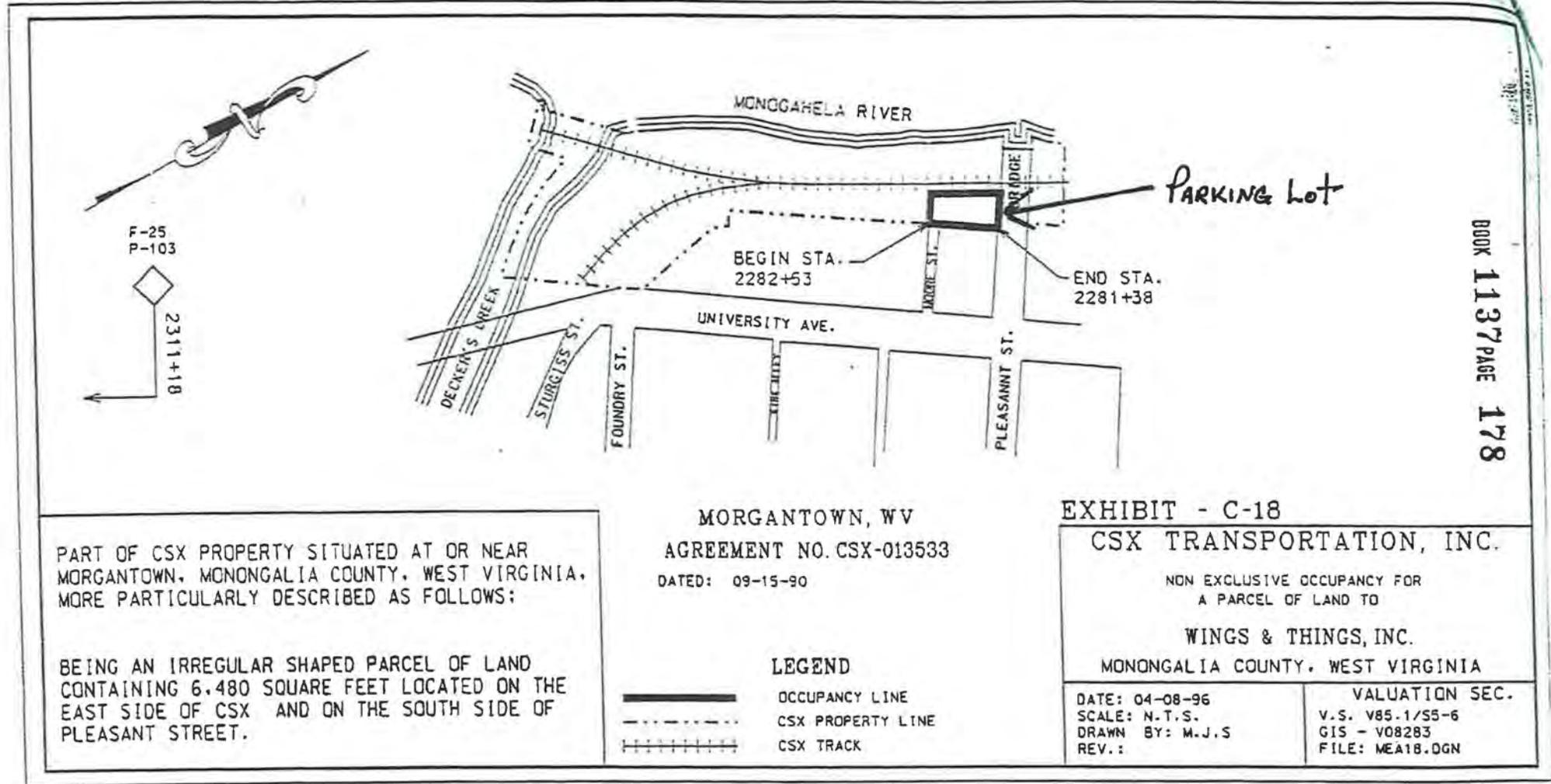
Taken, subscribed and sworn to before me, this _____ day of _____, 2015.

My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

EXHIBIT



BOOK 1137 PAGE 178

PART OF CSX PROPERTY SITUATED AT OR NEAR MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AN IRREGULAR SHAPED PARCEL OF LAND CONTAINING 6,480 SQUARE FEET LOCATED ON THE EAST SIDE OF CSX AND ON THE SOUTH SIDE OF PLEASANT STREET.

MORGANTOWN, WV
 AGREEMENT NO. CSX-013533
 DATED: 09-15-90

LEGEND

- OCCUPANCY LINE
- - - - - CSX PROPERTY LINE
- +++++ CSX TRACK

EXHIBIT - C-18

CSX TRANSPORTATION, INC.

NON EXCLUSIVE OCCUPANCY FOR
 A PARCEL OF LAND TO

WINGS & THINGS, INC.

MONONGALIA COUNTY, WEST VIRGINIA

DATE: 04-08-96
 SCALE: N.T.S.
 DRAWN BY: M.J.S
 REV.:

VALUATION SEC.
 V.S. V85.1/S5-6
 GIS - V08283
 FILE: MEA18.DGN

**AN ORDINANCE ANNEXING PROPERTY IN CLINTON DISTRICT 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, being a part of Parcel 4.6 of Tax Map Number 6 in Clinton District, 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 and shown and described on the attached map or plat, as required by law, 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>	<u>Signature</u>
WWYD, LLC	Morgan	6	p/o 4.6	

Gregory A. Morgan, residing at 363 Lee Avenue, Clarksburg, West Virginia, the Manager and an authorized representative of WWYD, LLC, the freeholder of the parcel identified in the foregoing "Petition for Annexation," hereby petitions the City of Morgantown for annexation of that part of the parcel identified in the table and attached exhibit.

WWYD, LLC

By: _____


Gregory A. Morgan

Its: Manager

DESCRIPTION OF SURVEY
for
PROPOSED CONVEYANCE OF PROPERTY

A CERTAIN TRACT OR PARCEL, SITUATE ON THE WESTERLY RIGHT-OF-WAY LINE OF UNITED STATE ROUTE 119 (GRAFTON ROAD), AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MONONGALIA COUNTY ROUTE 76 (HORNBECK ROAD), IN CLINTON DISTRICT, MONONGALIA COUNTY, WEST VIRGINIA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

Beginning at a ¾" iron rebar now set on the westerly right-of-way line of United States Route 119, said rebar being 368.11 feet right of and radial to Centerline Station 65+99.50, Project # APD 483(7), said rebar also being on a line of Monongalia County Route 76 (Hornbeck Road), and on a line of WWYD, LLC (Tax Map 6 Parcel 4.6, Deed Book 1486 Page 730), said rod bears, South 77 degrees 40 minutes 36 seconds West, a distance of 221.52 feet from a 1/2" iron rod found at a corner common to said WWYD, LLC (Parcel 4.6);

Thence, leaving said WWYD, LLC (Parcel 4.6), and through said United States Route 119 for fourteen (14) lines, North 22 degrees 02 minutes 50 seconds West, a distance of 17.75 feet to a point;

Thence, North 19 degrees 02 minutes 50 seconds West, a distance of 7.17 feet to a point;

Thence, by a curve to the right having a radius of 100.00 feet, an arc length of 42.01 feet, and a chord bearing of North 06 degrees 08 minutes 55 seconds West, a distance of 41.70 feet to a point;

Thence, North 05 degrees 53 minutes 12 seconds East, a distance of 41.70 feet to a point;

Thence, by a curve to the right having a radius of 50.00 feet, an arc length of 19.66 feet, and a chord bearing of North 17 degrees 09 minutes 09 seconds East, a distance of 19.54 feet to a ¾" iron rebar now set, said rebar being 50.88 feet right of and radial to Centerline Station 125+36.79, of Monongalia County Route 76 (Hornbeck Road), Project # APD 483(7);

Thence, North 82 degrees 06 minutes 55 seconds East, a distance of 137.06 feet to a point;

Thence, by a curve to the left having a radius of 5.00 feet, an arc length of 0.54 feet, and a chord bearing of North 79 degrees 00 minutes 57 seconds East, a distance of 0.54 feet to a ¾" iron rebar now set, said rebar being 46.00 feet right of and radial to Centerline Station 126+63.85, of Monongalia County Route 76 (Hornbeck Road), Project # APD 483(7);

Thence, North 75 degrees 55 minutes 00 seconds East, a distance of 103.96 feet to a ¾" iron rebar now set, said rebar being 50.50 feet right of and radial to Centerline Station 127+62.50, of Monongalia County Route 76 (Hornbeck Road), Project # APD 483(7) and, and being 87.10 feet right of and radial to Centerline Station 65+46.63, of United States Route 119, Project # APD 483(7);

Thence, South 31 degrees 48 minutes 55 seconds East, a distance of 253.58 feet to a ¾" iron

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rebar now set, said rebar being 71.00 feet right of and radial to Centerline Station 67+80.95, of United States Route 119, Project # APD 483(7);

Thence, South 30 degrees 50 minutes 55 seconds East, a distance of 40.00 feet to a ¾" iron rebar now set, said rebar being 73.69 feet right of and radial to Centerline Station 68+18.28, of United States Route 119, Project # APD 483(7);

Thence, South 13 degrees 56 minutes 14 seconds East, a distance of 56.24 feet to a ¾" iron rebar now set, said rebar being 98.11 feet right of and radial to Centerline Station 68+66.00, of United States Route 119, Project # APD 483(7);

Thence, South 43 degrees 32 minutes 29 seconds East, a distance of 13.22 feet to a ¾" iron rebar now set, said rebar being 97.87 feet right of and radial to Centerline Station 68+78.33, of United States Route 119, Project # APD 483(7);

Thence, by a curve to the right having a radius of 138.00 feet, an arc length of 46.28 feet, and a chord bearing of South 80 degrees 54 minutes 09 seconds West, a distance of 46.07 feet to a point;

Thence, North 89 degrees 29 minutes 22 seconds West, a distance of 5.88 feet to a point;

Thence, by a curve to the left having a radius of 165.43 feet, an arc length of 37.37 feet, and a chord bearing of South 83 degrees 54 minutes 03 seconds West, a distance of 37.29 feet to a ¾" iron rebar now set, said rebar being 173.06 feet right of and radial to Centerline Station 68+34.72, of United States Route 119, Project # APD 483(7) said rebar also being on a line of said WWYD, LLC (Parcel 4.6);

Thence, with said United States Route 119 and said WWYD, LLC (Parcel 4.6) for two (2) lines, North 47 degrees 15 minutes 41 seconds West, a distance of 165.73 feet to a ¾" iron rebar now set, said rebar being 210.00 feet right of and radial to Centerline Station 67+00.01, of United States Route 119, Project # APD 483(7);

Thence, North 77 degrees 42 minutes 17 seconds West, a distance of 205.08 feet to the **Point of Beginning**, containing 1.58 acres, MORE OR LESS, as shown on a plat attached hereto and made part of this description.

The tract or parcel of land herein described being a part of the same lands conveyed to West Virginia Department of Transportation Division of Highways as shown on United States Route 119, Project # APD 483(7), Monongalia County, West Virginia.

DESCRIPTION OF SURVEY
for
PROPOSED CONVEYANCE OF PROPERTY

A CERTAIN TRACT OR PARCEL, SITUATE ON THE WESTERLY RIGHT-OF-WAY LINE OF UNITED STATE ROUTE 119 (GRAFTON ROAD), AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MONONGALIA COUNTY ROUTE 76 (HORNBECK ROAD), IN CLINTON DISTRICT, MONONGALIA COUNTY, WEST VIRGINIA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

Beginning at a ¾" iron rebar now set on the westerly right-of-way line of United States Route 119, said rebar being 368.11 feet right of and radial to Centerline Station 65+99.50, Project # APD 483(7), said rebar also being on a line of Monongalia County Route 76 (Hornbeck Road), and on a line of WWYD, LLC (Tax Map 6 Parcel 4.6, Deed Book 1486 Page 730), said rod bears, South 77 degrees 40 minutes 36 seconds East, a distance of 221.52 feet from a 1/2" iron rod found at a corner common to said WWYD, LLC (Parcel 4.6);

Thence, with said United States Route 119 and said WWYD, LLC (Parcel 4.6) for two (2) lines, South 77 degrees 42 minutes 17 seconds East, a distance of 205.08 feet to a ¾" iron rebar now set, said rebar being 210.00 feet right of and radial to Centerline Station 67+00.01, of United States Route 119, Project # APD 483(7);

Thence, South 47 degrees 15 minutes 41 seconds East, a distance of 165.73 feet to a ¾" iron rebar now set, said rebar being 173.06 feet right of and radial to Centerline Station 68+34.72, of United States Route 119, Project # APD 483(7)), said rod bears, North 47 degrees 15 minutes 41 seconds West, a distance of 463.09 feet from a 1/2" iron rod found at a corner common to said WWYD, LLC (Parcel 4.6);

Thence, leaving said United States Route 119 and through said WWYD, LLC (Parcel 4.6) by a curve to the left having a radius of 162.00 feet, an arc length of 54.15 feet, a chord bearing of South 67 degrees 42 minutes 55 seconds West, a distance of 53.90 feet to a point;

Thence, South 58 degrees 08 minutes 23 seconds West, a distance of 4.86 feet to a point;

Thence, by a curve to the right having a radius of 138.00 feet, an arc length of 219.78 feet, and a chord bearing of North 76 degrees 14 minutes 07 seconds West, a distance of 197.28 feet to a point;

Thence, North 30 degrees 36 minutes 36 seconds West, a distance of 126.10 feet to a point;

Thence, by a curve to the right having a radius of 238.00 feet, an arc length of 26.69 feet, and a chord bearing of North 27 degrees 23 minutes 49 seconds West, a distance of 26.68 feet to the **Point of Beginning**, containing 0.76 acres, MORE OR LESS, as shown on a plat attached hereto and made part of this description.

The tract or parcel of land herein described being a part of the same lands conveyed to WWYD, LLC from 3M Realty, LLC as recorded in Deed Book 1486 Page 730 at the Office of the Clerk, Monongalia County, West Virginia.

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DESCRIPTION OF SURVEY
for
PROPOSED AREA TO BE INCORPORATED

A CERTAIN TRACT OR PARCEL, SITUATE ON THE WESTERLY RIGHT-OF-WAY LINE OF UNITED STATE ROUTE 119 (GRAFTON ROAD), AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MONONGALIA COUNTY ROUTE 76 (HORNBECK ROAD), IN CLINTON DISTRICT, MONONGALIA COUNTY, WEST VIRGINIA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

Beginning at a ¾" iron rebar now set on the westerly right-of-way line of United States Route 119, said rebar being 368.11 feet right of and radial to Centerline Station 65+99.50, Project # APD 483(7), said rebar also being on a line of Monongalia County Route 76 (Hornbeck Road), and on a line of WWYD, LLC (Tax Map 6 Parcel 4.6, Deed Book 1486 Page 730), said rod bears, South 77 degrees 40 minutes 36 seconds East, a distance of 221.52 feet from a 1/2" iron rod found at a corner common to said WWYD, LLC (Parcel 4.6);

Thence, leaving said WWYD, LLC (Parcel 4.6), and through said United States Route 119 for fourteen (14) lines, North 22 degrees 02 minutes 50 seconds West, a distance of 17.75 feet to a point;

Thence, North 19 degrees 02 minutes 50 seconds West, a distance of 7.17 feet to a point;

Thence, by a curve to the right having a radius of 100.00 feet, an arc length of 42.01 feet, and a chord bearing of North 06 degrees 08 minutes 55 seconds West, a distance of 41.70 feet to a point;

Thence, North 05 degrees 53 minutes 12 seconds East, a distance of 41.70 feet to a point;

Thence, by a curve to the right having a radius of 50.00 feet, an arc length of 19.66 feet, and a chord bearing of North 17 degrees 09 minutes 09 seconds East, a distance of 19.54 feet to a ¾" iron rebar now set, said rebar being 50.88 feet right of and radial to Centerline Station 125+36.79, of Monongalia County Route 76 (Hornbeck Road), Project # APD 483(7);

Thence, North 82 degrees 06 minutes 55 seconds East, a distance of 137.06 feet to a point;

Thence, by a curve to the left having a radius of 5.00 feet, an arc length of 0.54 feet, and a chord bearing of North 79 degrees 00 minutes 57 seconds East, a distance of 0.54 feet to a ¾" iron rebar now set, said rebar being 46.00 feet right of and radial to Centerline Station 126+63.85, of Monongalia County Route 76 (Hornbeck Road), Project # APD 483(7);

Thence, North 75 degrees 55 minutes 00 seconds East, a distance of 103.96 feet to a ¾" iron rebar now set, said rebar being 50.50 feet right of and radial to Centerline Station 127+62.50, of Monongalia County Route 76 (Hornbeck Road), Project # APD 483(7) and, and being 87.10 feet right of and radial to Centerline Station 65+46.63, of United States Route 119, Project # APD 483(7);

Thence, South 31 degrees 48 minutes 55 seconds East, a distance of 253.58 feet to a ¾" iron

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rebar now set, said rebar being 71.00 feet right of and radial to Centerline Station 67+80.95, of United States Route 119, Project # APD 483(7);

Thence, South 30 degrees 50 minutes 55 seconds East, a distance of 40.00 feet to a ¾" iron rebar now set, said rebar being 73.69 feet right of and radial to Centerline Station 68+18.28, of United States Route 119, Project # APD 483(7);

Thence, South 13 degrees 56 minutes 14 seconds East, a distance of 56.24 feet to a ¾" iron rebar now set, said rebar being 98.11 feet right of and radial to Centerline Station 68+66.00, of United States Route 119, Project # APD 483(7);

Thence, South 43 degrees 32 minutes 29 seconds East, a distance of 13.22 feet to a ¾" iron rebar now set, said rebar being 97.87 feet right of and radial to Centerline Station 68+78.33, of United States Route 119, Project # APD 483(7);

Thence, by a curve to the right having a radius of 138.00 feet, an arc length of 46.28 feet, and a chord bearing of South 80 degrees 54 minutes 09 seconds West, a distance of 46.07 feet to a point;

Thence, North 89 degrees 29 minutes 22 seconds West, a distance of 5.88 feet to a point;

Thence, by a curve to the left having a radius of 165.43 feet, an arc length of 37.37 feet, and a chord bearing of South 83 degrees 54 minutes 03 seconds West, a distance of 37.29 feet to a ¾" iron rebar now set, said rebar being 173.06 feet right of and radial to Centerline Station 68+34.72, of United States Route 119, Project # APD 483(7) said rebar also being on a line of said WWYD, LLC (Parcel 4.6) which bears, North 47 degrees 15 minutes 41 seconds West, a distance of 463.09 feet from a ½" iron rod found at a corner common to said WWYD, LLC (Parcel 4.6);

Thence, leaving said United States Route 119 and through said WWYD, LLC (Parcel 4.6) for five (5) lines, by a curve to the left having a radius of 162.00 feet, an arc length of 54.15 feet, and a chord bearing of South 67 degrees 42 minutes 55 seconds West, a distance of 53.90 feet to a point;

Thence, South 58 degrees 08 minutes 23 seconds West, a distance of 4.86 feet to a point;

Thence, by a curve to the right having a radius of 138.00 feet, an arc length of 219.78 feet, and a chord bearing of North 76 degrees 14 minutes 07 seconds West, a distance of 197.28 feet to a point;

Thence, North 30 degrees 36 minutes 36 seconds West, a distance of 126.10 feet to a point;

Thence, by a curve to the right having a radius of 238.00 feet, an arc length of 26.69 feet, and a chord bearing of North 27 degrees 23 minutes 49 seconds West, a distance of 26.68 feet to the **Point of Beginning**, containing 2.34 acres, MORE OR LESS, as shown on a plat attached hereto and made part of this description.

The tract or parcel of land herein described being a part of the same lands conveyed to West Virginia Department of Transportation Division of Highways as shown on United States Route 119, Project # APD 483(7), and a part of the same lands conveyed to WWYD, LLC from 3M Realty, LLC as recorded in Deed Book 1486 Page 730 at the Office of the Clerk, Monongalia County, West Virginia.

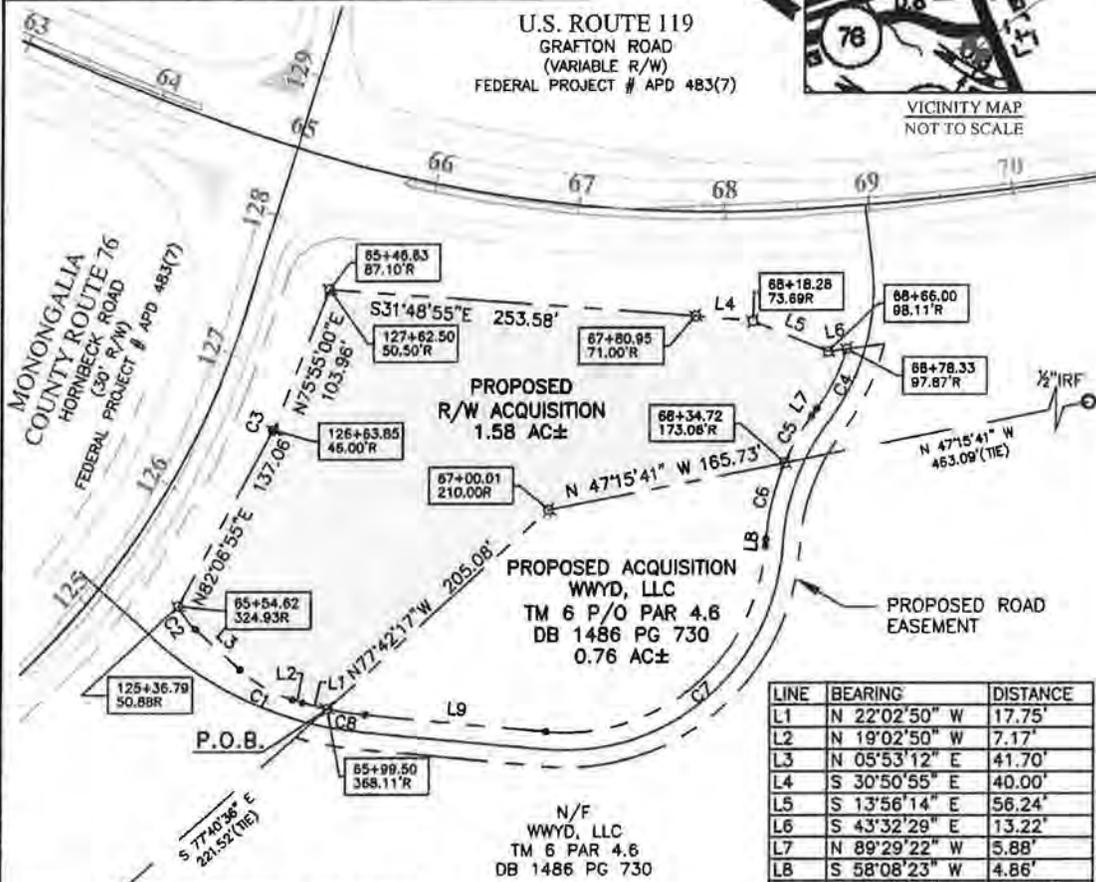
NOTE: THE TRACTS SHOWN BEING PART OF THE SAME LANDS CONVEYED TO WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ACQUIRED AS PART OF FEDERAL PROJECT # APD 483(7) SHEETS 15 & 16 AND PART OF THE SAME LANDS CONVEYED TO WYD, LLC FROM 3M REALTY, LLC AS RECORDED IN DEED BOOK 1486 PAGE 730 AT THE OFFICE OF THE CLERK, MONONGALIA COUNTY, WEST VIRGINIA.



U.S. ROUTE 119
GRAFTON ROAD
(VARIABLE R/W)
FEDERAL PROJECT # APD 483(7)

VICINITY MAP
NOT TO SCALE

USER: cirvine
LAYOUT: DOH EXHIBIT
PLOT DATE/TIME: 4/28/2015 10:55am
CAD FILE: R:\030-2431\WDD-Rt 119 Sheetz\Survey\CITY EXHIBIT.dwg



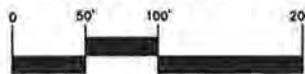
LINE	BEARING	DISTANCE
L1	N 22°02'50" W	17.75'
L2	N 19°02'50" W	7.17'
L3	N 05°53'12" E	41.70'
L4	S 30°50'55" E	40.00'
L5	S 13°56'14" E	56.24'
L6	S 43°32'29" E	13.22'
L7	N 89°29'22" W	5.88'
LB	S 58°08'23" W	4.86'
L9	N 30°36'36" W	126.10'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	100.00'	42.01'	N 06°08'55" W	41.70'
C2	50.00'	19.66'	N 17°09'09" E	19.54'
C3	5.00'	0.54'	N 79°00'57" E	0.54'
C4	138.00'	46.28'	S 80°54'09" W	46.07'
C5	165.43'	37.37'	S 83°54'03" W	37.29'
C6	162.00'	54.15'	S 67°42'55" W	53.90'
C7	138.00'	219.78'	N 76°14'07" W	197.28'
C8	238.00'	26.69'	N 27°23'49" W	26.68'

LEGEND/ABBREVIATIONS

- P = PROPERTY LINE
- = POINT
- = MONUMENT FOUND (AS NOTED)
- (T) = TOTAL
- R/W = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING
- TM = TAX MAP NUMBER
- PAR = PARCEL NUMBER
- P/O = PART OF
- N/F = NOW OR FORMERLY
- IRF = REBAR FOUND (size as noted)
- (S 45° 45' E 100.0') = DEED BEARING & DISTANCE

GRAPHIC SCALE



1 inch = 100 ft.

EXHIBIT FOR
CITY OF MORGANTOWN

MISC. INFO: BEARINGS BASED ON WEST VIRGINIA STATE PLANE NORTH ZONE NAD 83 (CORS) TRIMBLE S3 TOTAL STATION ◊ = 3/4" x 30" REBAR SET	TAX MAP N/A	SHOWING PROPOSED AREA TO BE INCORPORATED on UNITED STATES ROUTE 119 (GRAFTON ROAD) MONONGALIA COUNTY ROUTE 76 (HORNBECK ROAD) SITUATE CLINTON DISTRICT MONONGALIA COUNTY SCALE: 1" = 100' WEST VIRGINIA APRIL 2015	
	PARCEL No. N/A		
 THE THRASHER GROUP, INC. 600 WHITE OAKS BLVD. BRIDGEPORT, WV 26330 PHONE 304-624-4108	JOB. No. 030-2431	WVDOT-DOH OWNER: WYD, LLC LAYOUT TAB: DOH EXHIBIT CAD FILE: R:\030-2431\WDD-Rt 119 Sheetz\Survey\CITY	
	REFERENCE: DB PG 1486 PG 730		DRAWN: CI
			SURVEY: BK:

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA
COUNTY COMMISSION FOR EMPLOYMENT OF AN ANIMAL CONTROL
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, to employ an Animal Control Officer as set forth in City Code section 505.13.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this 3rd day of June, 2015, by and between the City of Morgantown, hereinafter referred to as "CITY", and the Monongalia County Commission, hereinafter referred to as "COMMISSION", witnesseth

Whereas, the CITY deems it necessary to provide the municipality with the services of Dog Wardens who will be responsible for enforcing all CITY ordinances related to the regulation of animals; specifically, Articles 505 and 507 of the Morgantown Municipal Code:

Whereas, the COMMISSION has agreed to provide the foregoing Dog Warden services to the CITY subject to the terms and conditions hereinafter contained within this Agreement:

Now, therefore, the parties hereto agree as follows:

- (1) The COMMISSION agrees to assume the responsibility for employing and supervising a qualified individual(s) who will enforce the ordinances of the CITY.
- (2) The COMMISSION shall begin providing such Dog Warden services to the CITY effective with the date of this Agreement.
- (3) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall not be employees of the CITY.
- (4) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall be available seven days each week to respond to animal ordinance service needs of the CITY.
- (5) That the COMMISSION employee(s) shall respond to calls for assistance regarding domesticated animals within the CITY in which a resident may be threatened by said domesticated animal.
- (6) That the COMMISSION'S employee(s) will respond to calls regarding small dead animals within the public right of ways within the CITY and on private property within the CITY and will dispose of any such carcass. The COMMISSION will pay for any costs that may be associated with the disposal of any such carcass.

- (7) That the COMMISSION will provide a phone number to the Morgantown City Manager, at the time this Agreement is executed, which the CITY may call to request specific Dog Warden assistance pursuant to this Agreement.
- (8) The COMMISSION shall provide the City Manager with periodic reports, as requested by the City Manager, summarizing Dog Warden incidents within the municipality and responsive action taken by the COMMISSION'S employee(s).
- (9) The COMMISSION'S employee(s) will issue citations for violations of the CITY'S animal ordinances and will be available to testify in the Morgantown Municipal Court regarding the same.
- (10) That the COMMISSION shall be responsible for the actions of its employee(s) while they are performing services within the municipality pursuant to this Agreement.
- (11) That the term of this Agreement shall be for twelve consecutive months beginning with the first day of July and ending June 30 of the following year.
- (12) As consideration for the Dog Warden services provided by the COMMISSION, CITY agrees to pay the COMMISSION \$35,746.71 for the 12 month term of this agreement in installment payments of \$2,978.89 for each of the 12 months, payable by the 15th day of each month that the Agreement is in effect. If this Agreement is terminated by either party hereto, per paragraph 12 below, the balance of the above \$35,746.71 due the COMMISSION will be reduced by \$2,978.89 for each and every month which would have remained on the term of the agreement had it not been terminated by the party doing so. (This paragraph includes a 3% cost of living increase).
- (13) Either party hereto has the right to terminate this Agreement at any time by providing 30 days prior written notice of the same to the other party.
- (14) At the conclusion of the twelve month term this Agreement will automatically be renewed for an additional twelve month period with a standard increase of 3% per year.
- (15) This document shall constitute the entire Agreement between the parties and any amendment or additions hereto shall be by written agreement of both parties which shall be subject to approval by the governing bodies

of both parties.

THE MONONGALIA COUNTY COMMISSION,

By: Thomas C. Bloom
Thomas C. Bloom

It's: President

THE CITY OF MORGANTOWN,

By: _____

It's: _____

**AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT
AGREEMENT OVER PROPERTY IN THE FOURTH WARD OF THE CITY OF
MORGANTOWN IDENTIFIED AS TAX MAP 15, PARCELS 211 and 212, AND TAX
MAP 19, PARCELS 90, 91, 92, 93, 94, and 95**

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 owner of property located in the Fourth Ward and shown on Tax Map 15, parcels 211 and 212, and Tax Map 19, parcels 90, 91, 92, 93, 94, and 95.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed this _____ day of _____, 2015, by and between THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, party of the first party, GRANTOR, and APOLLO RENTALS, LLC, a West Virginia limited liability company, 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 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 retaining wall, lying and being within the public right of way known as Grant Avenue, located in the Fourth Ward of the City of Morgantown, Monongalia County, West Virginia, and shown on Tax Map 15, parcels 211 and 212, and Tax Map 19, parcels 90, 91, 92, 93, 94, and 95.

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 structure(s) 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 structure(s) 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

(f) In the event the structure(s) 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 agree to defend, 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 function of any structure(s) placed in the easement area, except for claims based only upon the sole negligence of GRANTOR.

Upon either the removal of the subsurface structure(s) placed in the easement area or the cessation of use of such structure(s), the easement to GRANTEE and its successors and assigns shall terminate, and no additional or other use of the easement area will be permitted; provided, however, that the defense and indemnity obligations of GRANTEE and its successors and assigns shall survive the termination of the easement.

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.

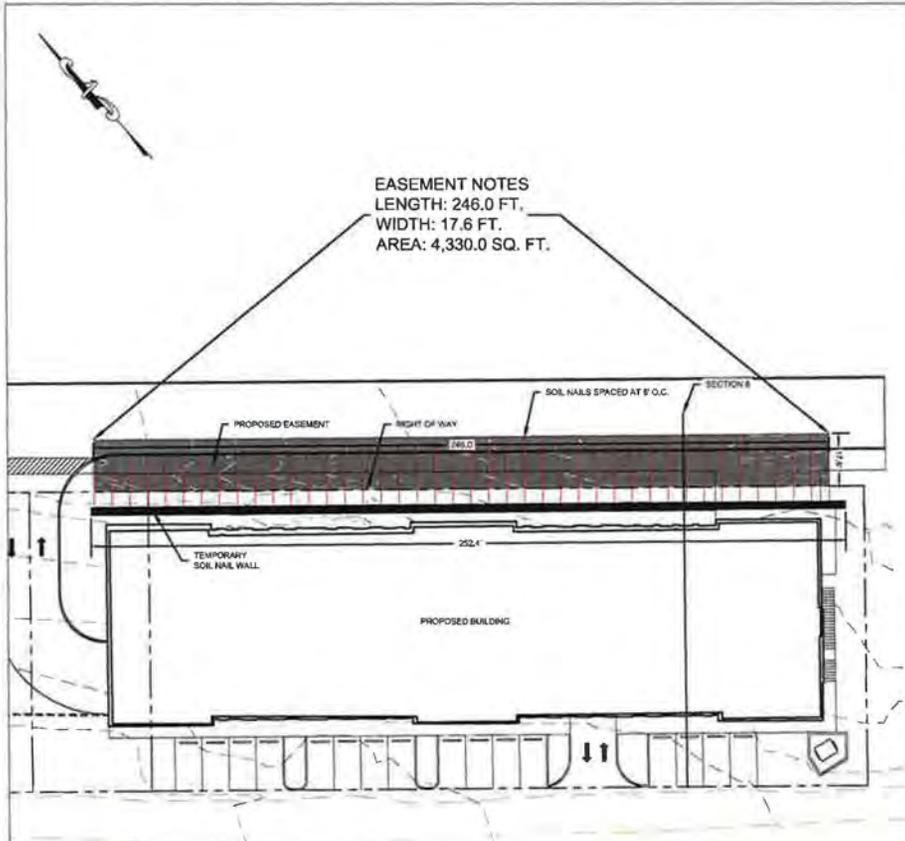
Given under my hand this ____ day of _____, 2015.

My commission expires: _____.

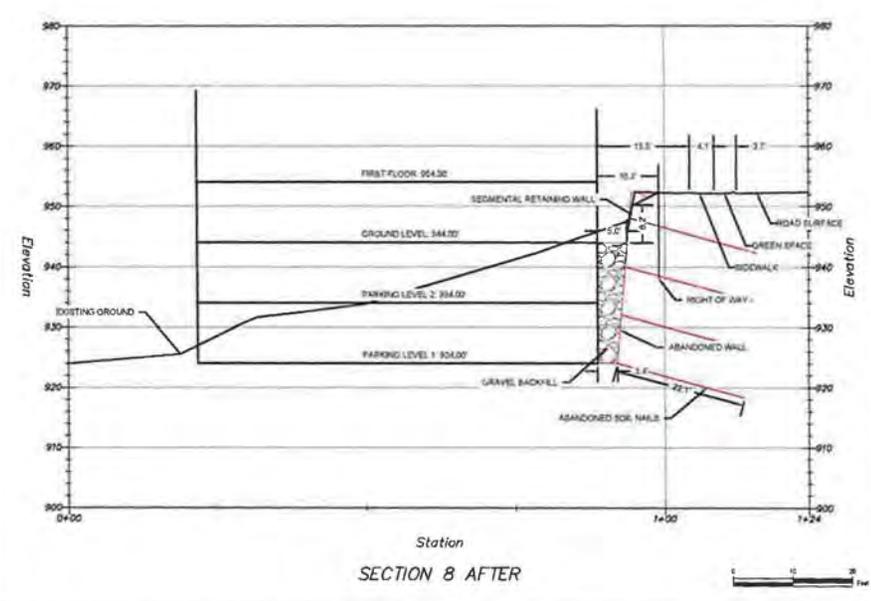
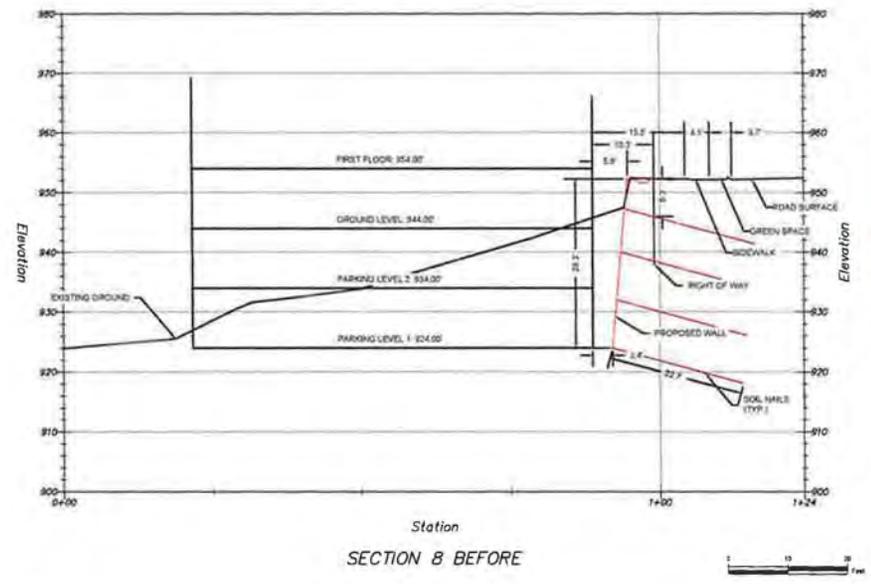
{SEAL}

Notary Public

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



LEGEND	
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING UNPAVED ALLEY
	EXISTING PROPERTY LINE
	PROPOSED BUILDING
	PROPOSED ROAD IMPROVEMENT
	PROPOSED SIDEWALK IMPROVEMENT
	PROPOSED PARKING
	PROPOSED SOE NAIL
	PROPOSED SOE NAIL WALL
	PROPOSED GRAVEL BACKFILL
	PROPOSED EASEMENT



NO. 1	DESCRIPTION
NO. 2	DATE
CHEAT ROAD ENGINEERING, INC. 300 BUSINESS PARK DR, SUITE 202 MORGANTOWN, WV 26508 P: 304.212.5480	
DRAWN BY: FRITZ CHECKED BY: T. LLOYD DRAWING SCALE: SEE SCALE DRAWING DATE: JULY 23, 2015	GRANT AVENUE MORGANTOWN, WV PROJECT NO: 15-054 DRAWING FILE: 15-04_CHEATROAD_WALL_DETAILS 2/16/15
RIGHT OF WAY SHEET NUMBER: C-01	

ENGINEERING

APPROVED JDD DATE 7/28/15

**AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY AND EASEMENT
AGREEMENT OVER PROPERTY IN THE FOURTH WARD OF THE CITY OF
MORGANTOWN IDENTIFIED AS TAX MAP 19, PARCEL 89.**

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 owner of property located in the Fourth Ward and shown on Tax Map 19, parcel 89.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed this ____ day of _____, 2015, by and between THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, party of the first party, GRANTOR, and THE ONLY THING YOUR ENTITLED TO IS DEATH, LLC, a West Virginia limited liability company, 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 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 retaining wall, lying and being within the public right of way known as Grant Avenue, located in the Fourth Ward of the City of Morgantown, Monongalia County, West Virginia, and shown on Tax Map 19, parcel 89.

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 structure(s) 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 structure(s) 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

(f) In the event the structure(s) 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 agree to defend, 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 function of any structure(s) placed in the easement area, except for claims based only upon the sole negligence of GRANTOR.

Upon either the removal of the subsurface structure(s) placed in the easement area or the cessation of use of such structure(s), the easement to GRANTEE and its successors and assigns shall terminate, and no additional or other use of the easement area will be permitted; provided, however, that the defense and indemnity obligations of GRANTEE and its successors and assigns shall survive the termination of the easement.

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.

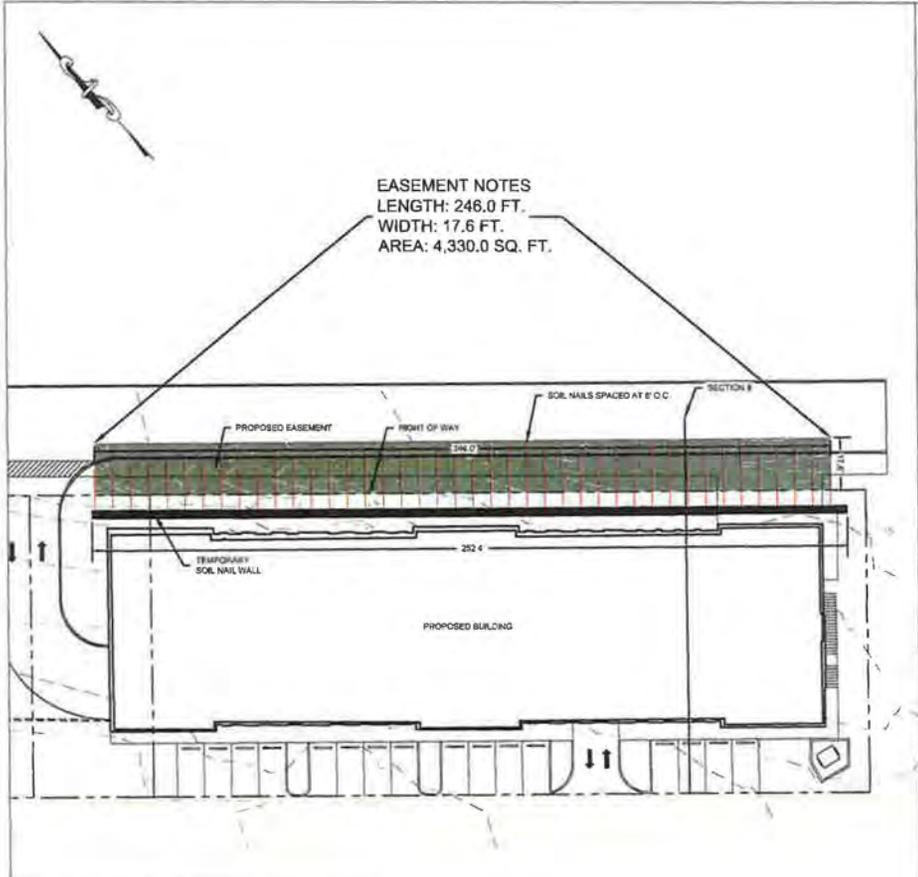
Given under my hand this ____ day of _____, 2015.

My commission expires: _____

{SEAL}

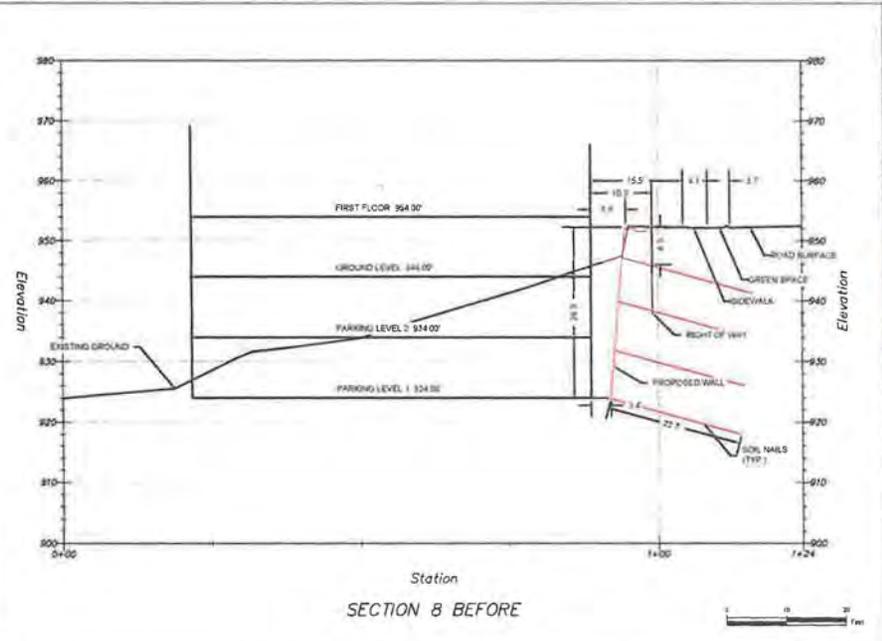
Notary Public

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

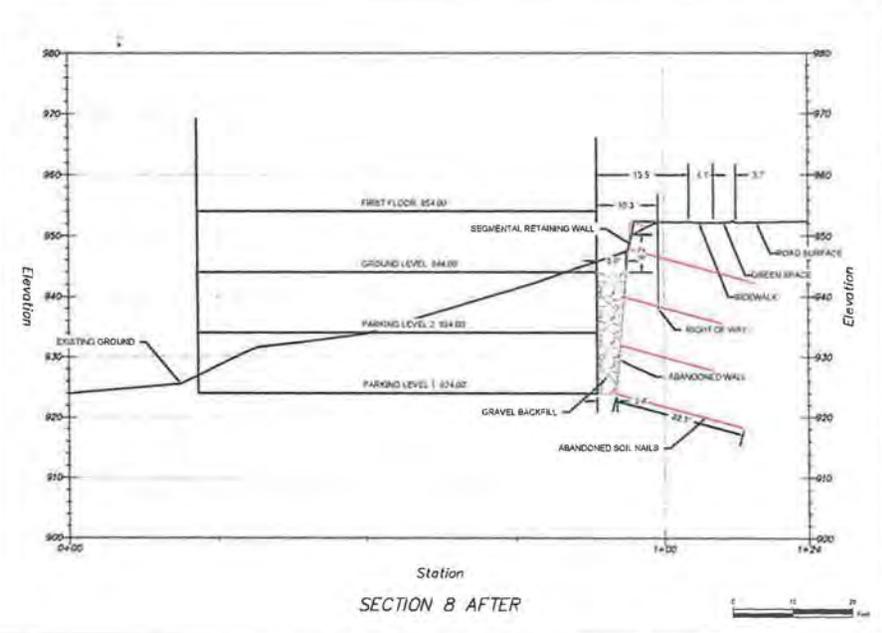


EASEMENT NOTES
 LENGTH: 246.0 FT.
 WIDTH: 17.6 FT.
 AREA: 4,330.0 SQ. FT.

LEGEND	
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING UNPAVED ALLEY
	EXISTING PROPERTY LINE
	PROPOSED BUILDING
	PROPOSED ROAD IMPROVEMENT
	PROPOSED SIDEWALK IMPROVEMENT
	PROPOSED PARKING
	PROPOSED SOIL NAIL
	PROPOSED SOIL NAIL WALL
	PROPOSED GRAVEL BACKFILL
	PROPOSED EASEMENT



SECTION B BEFORE



SECTION B AFTER



REV.	DATE	DESCRIPTION



CHEAT ROAD ENGINEERING, INC.
 300 BUSINESS PARK DR, SUITE 202
 MORGANTOWN, WV 26508
 P. 304.212.5480

GRANT AVENUE
 MORGANTOWN, WV
 PROJECT NO. 15-054
 DRAWING FILE 15-554_DESIGN_WALL_DETAILS.DWG

DRAWN BY: F. PRITT
 CHECKED BY: T. LLOYD
 DRAWING SCALE: SEE SCALE
 DRAWING DATE: JAN 27 2015

RIGHT OF WAY

SHEET NUMBER
C-01

ENGINEERING

APPROVED JDD DATE 7/28/15

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH UNIVERSITY PARK AT
EVANSDALE, LLC RELATING TO A GIFT FOR TRAFFIC SIGNAL
IMPROVEMENTS**

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 funding and construction obligations between the City and University Park at Evansdale, LLC for a traffic signal project on University Avenue.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

AMENDMENT TO GIFT AGREEMENT

This Amendment to Gift Agreement (“Agreement”) is made this 29 day of July, 2015, by and between **UNIVERSITY PARK AT EVANSDALE, LLC**, a West Virginia limited liability company, with its principal office address at 6 Canyon Road, Morgantown, West Virginia 26508 (“Evansdale”), and **THE CITY OF MORGANTOWN**, a West Virginia municipal corporation, with an address of 389 Spruce Street, Morgantown, West Virginia 26505 (“City”).

WHEREAS, Evansdale and City (collectively, the “Parties”) previously entered into a “Gift Agreement” on or about March 4, 2014, which provided for installation of certain traffic control devices and related infrastructure at the intersection of University Avenue and Oakland Street in Morgantown, West Virginia; and

WHEREAS, the Parties wish to secure the mutual benefits of the Gift Agreement by amending certain deadlines therein, in compliance with the terms of the Gift Agreement;

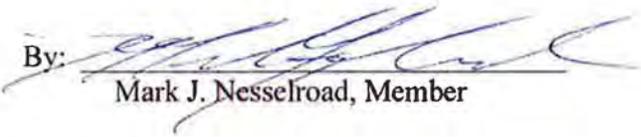
NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Completion of Work: The installation of traffic control device(s) provided for in the Gift Agreement shall be completed and the device(s) fully functional on or before **October 31, 2015**. The provisions of Paragraph 4 of the Gift Agreement requiring a different completion date are superseded and amended by this Agreement. If the work is not complete as of November 28, 2015, and the Parties do not prior to that date agree to an alternate acceptable completion date, Evansdale may terminate the Gift Agreement and City will return the funds advanced by Evansdale pursuant to the Gift Agreement.

2. Amendment. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year first written above.

University Park at Evansdale, LLC,
a West Virginia limited liability company
By: M & J Property Holdings, LLC, Manager
By: M2 Holdings, LLC, Manager

By: 
Mark J. Nesselroad, Member

7/29/15
Date

The City of Morgantown,
a West Virginia municipal corporation

By: _____
Jeff Mikorski, City Manager

Date

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH POPSHOPWV FOR SPACE IN THE WOODBURN SCHOOL BUILDING

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached agreement, which is incorporated in this Ordinance by reference, leasing space within the former Woodburn School to Chris Russell Drums and Percussion, LLC d/b/a POPSHOPWV.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FEOH REALTY, LLC
RELATING TO PROPERTY ANNEXATION AND CONSTRUCTION OF PUBLIC
IMPROVEMENTS**

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, with FEOH Realty, LLC providing for property annexation and construction of public improvements.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, by and between THE CITY OF MORGANTOWN, WEST VIRGINIA, a municipal corporation and political subdivision of the State of West Virginia (the “City”), and **FEOH Realty, LLC, a West Virginia limited liability company**, (the “Owner”).

WHEREAS, as of the date of this Agreement, Owner has contract to lease certain tracts or parcels of land in Monongalia County containing 2.06-acres, more or less, in the aggregate, as more particularly identified on the attached **Exhibit A**, which is incorporated into this Agreement by reference, (the “Real Estate”), and which is mapped and assessed for taxation as Map 4, Parcels 18.5, 19, and 20 in Morgan District, Monongalia County, West Virginia; and,

WHEREAS, Owner intends to develop the Real Estate for commercial and/or residential use (sometimes hereafter "the Project"), and the development and/or existence of the Project within the City will generate financial benefits for the City, including increased employment opportunities, additional business and occupation taxes ("B&O Taxes"), and increased real property taxes.

WHEREAS, in order to enhance the financial feasibility of the Project and promote the intended public uses of the Project, Owner and City intend to provide public financing of the public works involved in or used to access and sustain the development site, which financing will be related to the financial benefit to the City derived from the annexed development site, as described in this Agreement; and,

WHEREAS, Owner and the City have agreed to the annexation of the Real Estate into the City, the City has agreed to provide assistance in connection with the development of public works serving or included in the Project, and these Parties have entered into this Agreement in order to evidence their respective rights and duties.

NOW, THEREFORE, WITNESSETH: That, for and in consideration of the premises stated, and intending to be legally bound by the terms and provisions of this Agreement, it is hereby

covenanted and agreed as follows:

1. Annexation of Real Property

a. Owner hereby agrees, on behalf of itself and its successors and assigns, that it will consent to and effect the annexation (by petition pursuant to W.Va. Code §8-6-4 or other appropriate means) of the subject property into the corporate limits of the City. Owner will execute additional documents as the City may reasonably request to demonstrate Owner's support of annexation of the subject property by the City. Owner shall be responsible for preparation of a petition for annexation of the Real Estate in compliance with W. Va. Code § 8-6-4, and City shall provide assistance as required by Owner. Owner shall file the petition for annexation with City within ninety (90) days of the execution of this Agreement. Should Owner fail to timely file the petition, this Agreement shall be voidable at City's option, but, if not voided by City, Owner's obligation to pursue annexation shall remain in full force and effect.

b. The parcel(s) of property to be annexed pursuant to subparagraph a. above is/are further described in **Exhibit A**, attached and incorporated herein. If any parcel is owned by a third party, Owner agrees to assist the City in obtaining consent for the proposed annexation.

c. Owner agrees to annex into the City, in the manner described in subparagraph a. above, any parcel in the area of those described in **Exhibit A** that may be acquired by Owner subsequent to the execution of this Agreement. This area is further described in **Exhibit B**, attached and incorporated herein.

d. In the event that the annexation of the subject property is unsuccessful or is otherwise rejected or disapproved by the Monongalia County Commission, a reviewing agency, or a court with jurisdiction over the matter, this Agreement shall be void.

e. Prior to submitting a petition for annexation, the Owner should petition the Morgantown Planning Commission for a recommendation as to the zoning designation for the

Real Estate in accord with City Code 1331.04. If Owner petitions the Morgantown Planning Commission for a zoning designation before filing the petition for annexation, and if the designation adopted for the Real Estate is other than **B-5**, Owner will have no obligation to proceed with annexation of the property.

2. Public Works Development: The Parties agree to construct public works for the project, including repair, alteration, or reconstruction of such works, as follows:

a. “Public Works” shall mean streets, ways, sidewalks, drains, gutters, bridges, tunnels, a gas system, a waterworks system, an electric system, a sewer system and sewage treatment and disposal system, telecommunications system, or any combination or components of the foregoing, and any other facilities for use of the public which the City is authorized to construct, repair, or alter pursuant to W. Va. Code § 8-12-5 or the general laws of the State of West Virginia.

b. Owner shall be responsible for the construction of public works on the subject property in accordance with all applicable laws and regulations, including but not limited to the Americans with Disabilities Act and City ordinances regulating building permits and design standards for the works constructed and related demolition or excavation. All construction and expenditure of funds reimbursable by City under this Agreement shall be conducted in accord with the laws and regulations governing public improvement projects, including but not limited to prevailing wage laws, competitive bidding, and the Davis-Bacon Act, if applicable. Owner shall be responsible for ensuring compliance with such laws and regulations, and Owner will provide City evidence of compliance upon request. Construction activities completed by utility companies

on their respective utility systems shall be compliant with this requirement.

c. City will pay to Owner, as payment for Owner's construction of public works as defined in this Agreement, an amount not to exceed (i) the total value of the actual cost of construction of the Public Works constructed on the Real Property, or (ii) the total sum of **Three Hundred Thousand Dollars (\$300,000.00)**, in the increments described below.

d. City will make payments to Owner as follows:

i. On the **1st** day of **August** following the end of the City fiscal year (July 1 – June 30) in which the Real Estate is annexed into the corporate limits of the City and the Public Works have been conveyed to the City free of liens or claims, and on the following nine (9) **1st** days of August, an amount equal to the total revenue actually received by the City during the fiscal year preceding the payment date from business and occupation taxes attributable to activities conducted on the Real Estate, less those revenues attributable to construction activities conducted on the Real Estate. The payment to Owner under the preceding sentence will be reduced by any amount the City has expended for required repairs on the Public Works during the fiscal year preceding the payment, but the full payment value calculated pursuant to the preceding sentence shall be counted toward the maximum aggregate value of payments prescribed in subparagraph c.

ii. The aggregate value of City's payments shall not exceed the total maximum payment value described in subparagraph c. In the event that a payment would result in total payment in excess of the maximum payment value, City will pay only the portion of that payment sufficient to bring the aggregate value of payments to the total maximum payment value. Upon delivery of the ten (10) payments made pursuant to this subparagraph d. to Owner, City's

obligation to make payments to owner shall cease, even if the aggregate value of such payments does not equal the maximum payment value described in subparagraph c.

e. In order to secure payment for the Public Works covered by this Agreement, City will make an allocation of **Three Hundred Thousand Dollars (\$300,000.00)** in the City's Capital Escrow Fund for the current fiscal year. Payments from City to Owner will be derived solely from these allocated funds, and Owner shall have no right to payment of funds from other sources.

f. Upon completion of the streets within the Real Estate, the approximate intended location of which dedicated roads are shown on **Exhibit C** attached to and incorporated in this Agreement, and subject to the condition that the dedicated roads are constructed in accordance with design standards acceptable to City, Owner will offer the streets for acceptance by the City as public rights-of-way to be operated, maintained, and improved by City in accord with its management of public rights-of-way.

g. Upon substantial completion of the public sanitary sewer infrastructure in the Real Estate, the approximate intended location of which is shown on **Exhibit C**, and subject to the condition that the sewers are constructed in accordance with the design standards acceptable to the City and the Morgantown Utility Board, Owner will offer these facilities and ancillary property rights to the City as public sewers to be operated, maintained, and improved as part of the system operated by the Morgantown Utility Board.

h. Upon substantial completion of the project, Owner agrees to convey to the City fee

simple title to all common properties and public fixtures in the project area, including, but not limited to, roadways and ancillary roadway easements, slope easements, sanitary sewer and stormwater management infrastructure, and public parks. All real and personal property shall be conveyed to the City free of liens or other interests.

3. Notices: Any notice, demand or request which under the terms of this Agreement or under any law must or may be given or made by either of the parties hereto to the other party shall be in writing, and shall be given delivered by mailing the same by certified or registered United States mail, postage prepaid, addressed as follows:

To City: City of Morgantown
c/o City Manager
389 Spruce Street
Morgantown, WV 26505

To Owner: **FEOH Realty, LLC**
c/o Jason M. Donahue
3280 University Ave, Suite 1
Morgantown, WV 26505

Either party may designate in writing any new or other address to which such notice, demand or request shall be delivered in the manner provided herein. Any such notice, demand or request shall be deemed given when deposited in the United States mail with postage prepaid.

4. Modification: This instrument contains all the agreements and conditions made between the parties hereto with respect to the annexation and development of property, and may not be modified, waived, or terminated in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

5. Rights of Successors and Assigns: The covenants and agreements contained in this Agreement shall apply, inure to the benefit of, and be binding upon the parties and their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

6. Applicable Law: The laws of the State of West Virginia shall govern the rights and duties of the parties to this Agreement and the interpretation of its provisions.

7. Captions: The captions used herein are included only for convenience and reference, and are in no way to define, limit, or describe the scope of the terms and conditions of the Agreement and will not be considered in the interpretation, construction, or enforcement hereof.

9. Duplicate Originals: This Agreement may be executed in duplicate originals, each of which shall have the force and effect of an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their undersigned officials as of the date first hereinabove mentioned.

Signature and Acknowledgement Page

The City of Morgantown, West Virginia

By: _____

Name: Jeff Mikorski

Title: City Manager

[OWNER NAME]

By: _____

Name: Jason M. Donahue

Title: Member

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

The foregoing instrument was executed and acknowledged before me this _____ day of _____, 2015, by Jeff Mikorski, City Manager of The City of Morgantown, West Virginia, a municipal corporation.

Notary Public

My commission expires:

State of West Virginia,

County of Monongalia, to-wit:

The foregoing instrument was executed and acknowledged before me this _____ day of _____, 2015, by **Jason Donahue, Member of FEOH Realty, LLC.**

Notary Public

My commission expires:

Exhibits:

- A: map of project area/area to be annexed
- B: map of area subject to future annexation
- C: public works locations

EXHIBIT A

Line #	Length	Direction
L1	50.780	N80° 02' 12.14"E
L2	164.610	N61° 30' 16.14"E
L3	134.810	N57° 36' 06.14"E
L4	63.090	N07° 33' 59.14"E
L5	45.030	N53° 36' 08.07"E
L6	38.420	S59° 43' 44.86"E
L7	137.430	S38° 23' 53.86"E
L8	142.130	S38° 23' 53.86"E
L9	39.450	N57° 48' 05.14"E
L10	90.090	S53° 30' 22.86"E

Line #	Length	Direction
L11	100.000	S22° 06' 34.86"E
L12	56.030	S01° 03' 12.14"W
L13	65.000	S14° 45' 31.14"W
L14	99.950	S31° 30' 47.14"W
L15	134.970	N67° 16' 42.86"W
L16	157.120	N15° 48' 05.14"E
L17	62.230	N20° 13' 05.86"W
L18	139.590	N41° 03' 40.86"W
L19	50.210	S41° 12' 03.86"E
L20	98.640	N82° 45' 27.86"W

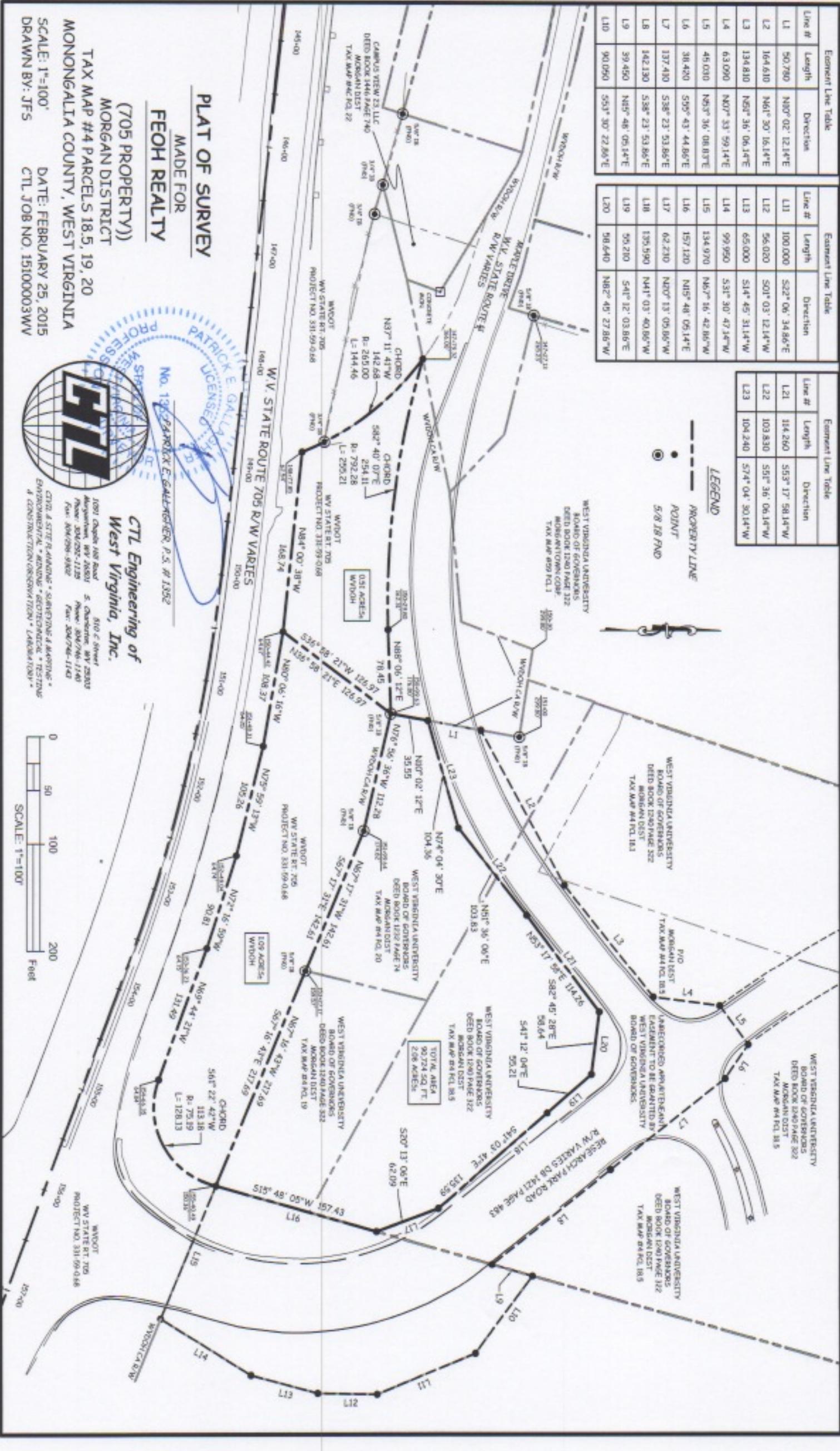
Line #	Length	Direction
L21	114.260	S53° 17' 58.14"W
L22	103.830	S51° 36' 06.14"W
L23	104.240	S74° 04' 30.14"W

LEGEND

PROPERTY LINE

POINT

5/8 18 PND



PLAT OF SURVEY

MADE FOR
FEOH REALTY

(705 PROPERTY)

MORGAN DISTRICT

TAX MAP #4 PARCELS 18.5, 19, 20
MONONGALIA COUNTY, WEST VIRGINIA

SCALE: 1"=100'
DATE: FEBRUARY 25, 2015
DRAWN BY: JFS CTL JOB NO. 15100003WW

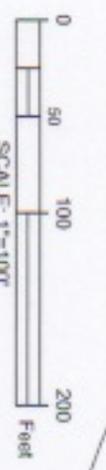


CTL Engineering of West Virginia, Inc.

1001 Chapel Hill Road
Martinsburg, WV 25403
Phone: 304/766-1129 Fax: 304/766-1140

510 E Street
Charleston, WV 25303
Phone: 304/766-1129 Fax: 304/766-1140

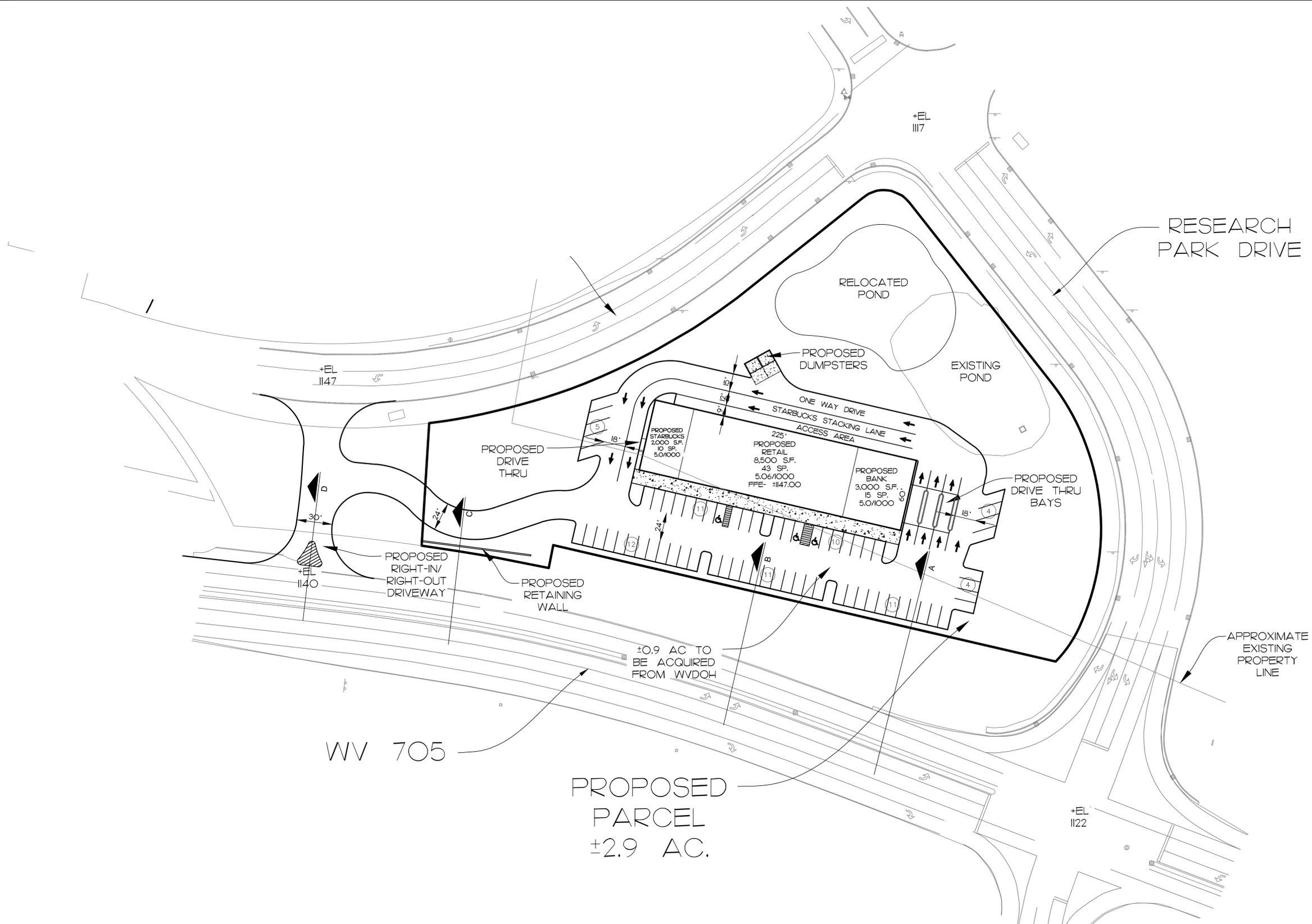
CTL is a State Licensed Surveying & Mapping Firm
Environmental - Mining - Geotechnical - Testing
& Construction Construction - Landmarking



SCALE: 1"=100'

EXHIBIT B

EXHIBIT C

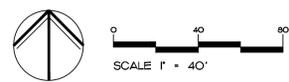


WV 705

PROPOSED
PARCEL
±2.9 AC.

RESEARCH
PARK DRIVE

CONCEPT SITE PLAN
PROPOSED RETAIL
MORGANTOWN, WV



REVISIONS	BY

FREELAND and KAUFFMAN, INC.
Engineers & Landscape Architects
 209 West Stone Avenue
 Greenville, South Carolina 29609
 864-233-5497
 fax 864-233-8915

FEOH REALTY, LLC
 3280 UNIVERSITY AVENUE
 SUITE 1
 MORGANTOWN, WV 26505

DRAWN	VJP
CHECKED	KK
DATE	05-28-15
SCALE	1"=60'
JOB No.	XXXX
DRAWING	

LEASE AGREEMENT

This agreement is made this _____ day of _____, 2015 by and between **THE CITY OF MORGANTOWN**, a municipal corporation and political subdivision of the State of West Virginia (“Lessor”), and **CHRIS RUSSELL DRUMS AND PERCUSSION, LLC**, a West Virginia limited liability company doing business as **POPSHOPWV** (“Lessee”), upon the following terms:

RECITALS

- A. Lessor is the sole owner of the premises described below.
- B. Lessee is in the business of educational services and fine arts instruction and desires to lease office space from lessor.
- C. The parties desire to enter a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

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

SECTION ONE. DESCRIPTION OF PREMISES

- A. Lessor leases to lessee that certain space consisting of the top floor of the former Woodburn Elementary School, consisting of 4,554 square feet, more or less, located at 918 Fortney Street situated in Morgantown, Monongalia County, West Virginia.
- B. The demised premises shall be used for the purpose of music educational services, fine arts instruction, and music recording and for no other purpose.
- C. In addition to the demised premises, the Lessee shall have the right to use all driveways, parking areas, sidewalks, lobbies, elevators, hallways, restrooms, and other common facilities and areas (collectively, “Common Areas”), if any, in or about the building containing the demised premises, jointly with other tenants and their respective representatives, agents, customers, guests and invitees. The Lessor will be responsible for routine maintenance of the Common Areas.

SECTION TWO. TERM OF LEASE

- A. This lease agreement shall cover a term commencing **September 1, 2015**, and extending until midnight on the day preceding the **second** anniversary of such date, provided that either of parties to this lease gives to the other, three months before the latter date, notice in writing of the party’s intention to terminate this lease on that date. Otherwise this lease will continue in force for another term of one year, and in the same manner from year to year (“Term”), including all terms and conditions in this lease, until one of parties terminates this lease by notice in writing in some ensuing year in the manner described above which notice terminates this lease at the end of year for which premises are then held.

B. Lessee shall surrender the premises to lessor immediately on termination of the lease.

SECTION THREE. DELIVERY OF POSSESSION

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

SECTION FOUR. RENTAL

A. Lessee shall pay a total of **\$19,200.00** for the initial term of this lease agreement, payable in advance in **24** equal monthly payments of **\$800.00**, due on the **1st** day of each month for the succeeding month's rental. This sum reflects a monthly rate of **\$ 0.147** per square foot of office space. Payments shall be made to lessor at the address specified herein, and a payment shall be delinquent if not paid by the fifth day after which it is due.

B. The annual rental payment for each year beyond the initial term shall increase by an amount equal to the proportional increase in the U.S. City Average of the Consumer Price Index for All Urban Consumers (CPI-U) for all items over the twelve-month period prior to the start of the new yearly term; provided, that in no event shall the annual rental payment increase by an amount less than One Percent (1%) of the prior year annual rental payment.

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

SECTION FIVE. RESTRICTIONS ON USE

Lessee shall not use or permit the demised premises, or any part of the demised premises, to be used for any purposes other than those set forth in this lease agreement. Lessee shall neither permit on the demised premises any act, sale, or storage that may be prohibited under standard forms of fire insurance policies, nor use the premises for any such purpose. In addition, no use shall be made or permitted to be made that shall result in: (1) waste on the demised premises; (2) a public or private nuisance that may disturb the quiet enjoyment of other tenants in the building; (3) improper, unlawful, or objectionable use, including sale, storage, or preparation, of food, alcoholic beverages, or materials generating an odor on the premises; or (4) noises or vibrations that may disturb other tenants, which are outside the scope of the stated use of the property by Lessee described in Section 1B above as music educational services, fine arts instruction, and music recording, provided that unreasonably loud noise may be considered a nuisance in violation of paragraph (2) of this section. Lessee shall comply with all governmental regulations and statutes affecting the demised premises either now or in the future.

SECTION SIX. ABANDONING PREMISES OR PERSONAL PROPERTY

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

SECTION SEVEN. UTILITIES AND SERVICES

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

(i) Utilities which are not separately metered, to be paid by the Lessor, who shall be entitled to a reimbursement as Additional Rent from the Lessee upon Lessor's delivery of a separate invoice, providing evidence of payment made. The parties have discussed improving the efficiency of furnace and related utility-related costs in the building and Lessor understands that Lessee will make all reasonable efforts to do so. The Additional Rent to which Lessor is entitled shall be in the following amounts:

(A) In the first year of the Agreement, fifteen percent (15%) of the amount paid;

(B) In each subsequent year of the Agreement, a percentage equal to five percentage points above the percentage amount applicable in the previous year, up to a maximum of fifty percent (50%).

(ii) Custodial services in the common areas used by other tenants.

(iii) Ground maintenance, including mowing, landscaping, and parking lot maintenance.

(iv) Snow removal, to be paid by the Lessor if third-party services are required, who shall who shall be entitled to a fifty percent (50%) reimbursement as Additional Rent from the Lessee upon Lessor's delivery of a separate invoice, providing evidence of payment made.

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

(i) Custodial Services in the demised premises.

(ii) Trash services, for which the Lessee may choose to partner with the neighboring tenants.

(iii) Telephone and internet connectivity services.

(iv) The Lessee shall have the right to rekey locks, install a key card access system, or provide any other security system for the demised premises, using such security services provider as the Lessee may choose in its sole discretion. The Lessee may remove said system at any time during the term of this lease, provided that Lessee, at its sole expense, shall repair any damage resulting from such removal and ensure that an adequate method for securing the demised premises is in place.

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

SECTION EIGHT. ALTERATIONS AND MODIFICATION; REPAIRS

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

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

C. All alterations, improvements, and changes that lessor allows, and which approval shall not be unreasonably withheld,

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

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

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

F. Lessor shall be responsible for making all routine repairs and for performing routine maintenance in the demised premises except the services and maintenance for which Lessee is responsible pursuant to **Section 7.B.** of this Agreement. Lessee shall permit lessor and lessor's agents to enter the demised premises at all reasonable times to inspect them, clean windows, perform other janitorial services, maintain the building and demised premises, make repairs, alterations, or additions to the demised premises, or any portion of the building, including the erection of scaffolding, props, or other mechanical devices, to post notices of nonliability for alterations, additions, or repairs, or to place on the premises any usual or ordinary "For Sale" signs, without any rebate of rent to lessee or damages for any loss of occupation or quiet enjoyment of the demised premises. Lessor may, at any time within ninety days prior to the expiration of this lease agreement, place on the windows and doors of the premises any usual or ordinary "To Let" or "To Lease" signs. Lessor and lessor's agents may, during the last-mentioned period, enter on the demised premises at reasonable hours and exhibit them to prospective tenants.

SECTION NINE. LIMITATION OF LIABILITY; INDEMNIFICATION

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

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

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

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

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

employees, agents, officers, or representatives. The Lessor shall give Lessee reasonable notice of any such claims or actions. The provisions of this Article shall survive the expiration or earlier termination of this Lease Agreement.

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

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

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

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

SECTION TEN. DESTRUCTION OF PREMISES

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

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

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

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

SECTION ELEVEN. CONDEMNATION

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

SECTION TWELVE. ASSIGNMENT AND SUBLEASE

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

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

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

SECTION THIRTEEN. BREACH OR DEFAULT

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

SECTION FOURTEEN. LESSOR'S REMEDIES

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

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

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

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

After reentry, lessor may relet the demised premises or any part of the demised premises for any term without terminating this lease agreement, at the rent and on the terms as lessor may choose. Lessor may make alterations and repairs to the

demised premises. The duties and liabilities of the parties if the demised premises are relet as provided in this paragraph shall be as follows:

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

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

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

D. After reentry, lessor may procure the appointment of a receiver to take possession and collect rents and profits of the business of lessee, and, if necessary to collect the rents and profits the receiver may carry on the business of lessee and take possession of the personal property used in the business of lessee, including inventory, trade fixtures, and furnishings, and use them in the business without compensating lessee.

SECTION FIFTEEN. UNLAWFUL DETAINER AND ATTORNEYS' FEES

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

SECTION SIXTEEN. REMEDIES OF LESSOR CUMULATIVE

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

SECTION SEVENTEEN. GOVERNING LAW

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

SECTION EIGHTEEN. NO WAIVER

Waiver by lessor of any breach of any covenant or duty of lessee under this lease is not a waiver of a breach of any other

covenant or duty of lessee, or of any subsequent breach of the same covenant or duty.

SECTION NINETEEN. ENTIRE AGREEMENT

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

SECTION TWENTY. MODIFICATION OF AGREEMENT

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

SECTION TWENTY-ONE. NOTICES

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

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

If to lessee: Chris Russell
 1187 Lehigh Drive
 Morgantown, WV 26508

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

SECTION TWENTY-TWO. COUNTERPARTS

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

SECTION TWENTY-THREE. SECTION HEADINGS

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

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

LESSOR: City of Morgantown

By _____
Jeff Mikorski
City Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Jeff Mikorski, City Manager of the City of Morgantown, West Virginia.

My commission expires: _____.

Notary Public in and for
said State and County

LESSEE: Chris Russell Drums and Percussion, LLC
d/b/a POPSHOPWV

By _____
Chris Russell
Member

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Chris Russell, member of Chris Russell Drums and Percussion, LLC d/b/a POPSHOPWV.

My commission expires: _____.

Notary Public in and for
said State and County

Schedule 1 – Lessee Identification of Defects

1) Bathrooms:

Boys - Left toilet leak, missing sink

Girls - Right toilet leak

2) Classroom #31:

Water damage along north wall and ceiling

3) Coat Room #38A:

Water damage along north wall and ceiling

4) Classroom #38:

Water damage along north wall and ceiling

5) Coat Room #39A:

Emergency Exit Light Out

6) Check and repair any roof leaks.

7) Check for leaks and repair mortar joints (pointing) on north wall.

8) Check and repair any leaks around HVAC on roof.

9) Handle any patch work in water damage north wall due to possible presence of lead in paint.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR SUITE 229 AT THE MORGANTOWN MUNICIPAL AIRPORT

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached agreement, which is incorporated in this Ordinance by reference, leasing Suite 229 at the Morgantown Municipal Airport to Mary Beth Korf.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

LEASE AGREEMENT

THIS Lease Agreement (the "Agreement") is entered into as of the ___ day of _____, 2015, by and between **THE CITY OF MORGANTOWN**, a municipal corporation, hereinafter referred to as the "**CITY**", and **MARY BETH KORF**, an individual residing at 2567 UNIVERSITY AVE, SUITE 3021, MORGANTOWN, WV, 26508, (hereinafter referred to as "**LESSEE**").

WITNESSETH, THAT WHEREAS, the **CITY** owns, controls and operates the Morgantown Municipal Airport; and

WHEREAS, LESSEE desires to lease office space from the City within the Airport Terminal Building.

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

ARTICLE I - PREMISES

- 1.1 The **CITY** hereby leases to **LESSEE** office space, more particularly identified as Suite 229 within the Morgantown Municipal Airport Terminal Building as shown on the attached Exhibit, which is incorporated by reference in this Agreement.
- 1.2 The Premises shall be used by **LESSEE** for massage and bodywork therapy and for no other purpose.

ARTICLE II - CONSTRUCTION/INSTALLATION OF IMPROVEMENTS

- 2.1 The **LESSEE** shall not, without prior written consent of the **CITY**, make any permanent improvements to the assigned area such as the demolition of existing walls, the construction of new permanent walls, the installation of electrical outlets or lighting, or any modifications to the heating/air conditioning systems.
- 2.2 The **LESSEE** may place furniture, property, and equipment into the assigned area as is necessary for the conduct of its business. Installed equipment which requires electrical or natural gas power shall be subject to the conditions outlined in **ARTICLE VI**, paragraph 6.1 of this Agreement. The **LESSEE** shall have the right to remove the same upon termination of this Agreement, providing the premises are repaired to the satisfaction of the **CITY** or restored to their original condition after such removal.

ARTICLE III - TERM OF AGREEMENT

- 3.1 The "**LESSEE**" shall have and hold said premises, facilities, rights, licenses, and privileges set forth herein for a term commencing **September 1, 2015**, and

extending until midnight on the day preceding the **second** anniversary of such date, provided that either of parties to this lease gives to the other, sixty (60) days before the latter date, notice in writing of the party's intention to terminate this lease on that date. Otherwise this lease will continue in force on a month-to-month basis, including all terms and conditions in this lease, until one of parties terminates this lease by notice in writing, which notice shall be effective as of the last day of the month following the month in which the notice is delivered.

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

ARTICLE IV - RENTAL FEES

- 4.1 The **LESSEE** agrees to pay the **CITY** a monthly rental fee of \$350.00 total for office space composed of one office of approximately two hundred (200) square feet. Payment will be made in advance, on or before the first business day of each month during the terms hereto and any extension thereof.

- (a) Failure to remit payment at the prescribed time will result in an additional charge of 1.5% per month of all unpaid rents and fees.
- (b) All sums due hereunder shall be paid by check payable to The City of Morgantown and mailed to the "Morgantown Municipal Airport, 100 Hart Field Road, Morgantown, West Virginia 26505" unless otherwise directed in writing by the **CITY**.

ARTICLE V - MAINTENANCE OF PREMISES

- 5.1 The **CITY** agrees to provide the **LESSEE** with basic custodial services for the corridor outside the assigned area. These services are limited to sweeping, mopping and dusting of the corridor as needed.
- 5.2 The **CITY** agrees to maintain, at its expense, the basic infrastructure of the terminal building to include the basic structure, heating/air conditioning systems, plumbing systems and electrical systems provided however, such maintenance necessitated by the negligence of the **LESSEE**, its employees or agents, or by willful destruction, shall be at the expense of the **LESSEE**.
- 5.3 The **CITY**, Airport Director or its/his duly appointed representatives shall have the right to enter the **LESSEE'S** assigned area to
- a) Inspect the assigned area at reasonable intervals during the **LESSEE'S** regular business hours, or at any time in case of an emergency, to determine if the **LESSEE** is in compliance with the terms and conditions of this Agreement. The **CITY** may, at its discretion, require the **LESSEE** to effect any required maintenance or repairs at the **LESSEE'S** own cost; and

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

ARTICLE VI - UTILITIES

- 6.1 The **CITY** shall pay all electric current, water, and natural gas that enters the assigned area via presently installed underground utility lines and pipes, to the Terminal Building, and operates by local utility companies. The **LESSEE** shall be expected to exercise all practical economy and failure to do so will constitute unsatisfactory operations. The **CITY** shall have the right to insist upon and institute practices, which it deems necessary, which the **LESSEE** shall be expected to implement, to ensure no misuse or abuse of this privilege.
- 6.2 Should the **LESSEE** require any additional utility service other than that provided for above (such as telephone or internet lines), the **LESSEE** agrees to bear all costs associated with installing and using such utility service.

ARTICLE VII - GENERAL PROVISIONS

7.1 The **LESSEE** hereby covenants and agrees:

- a) That the facilities and space hereby leased shall be maintained and left in a neat and clean condition and the **LESSEE** shall conduct its business in such a manner as not to interfere with the normal operations of the Airport.
- b) That personnel performing services for the **LESSEE** shall be neat, clean, and courteous, and the **LESSEE** shall not permit its agents, servants or employees so engaged to conduct business in a loud, boisterous, offensive or objectionable manner.
- c) That the **LESSEE** shall abide by and be subject to all reasonable Airport Rules and Regulations which are now, or may from time to time be, promulgated by the **CITY**, concerning management, operation or use of the Airport.
- d) That the **LESSEE** will meet all expenses in connection with the use of the leased premises hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees, and assessments lawfully levied or assessed against it or assessed because of its operations hereunder, and that it will secure all required permits and licenses for its operations hereunder.

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

ARTICLE VII - INDEMNIFICATION AND INSURANCE

- 8.1 **LESSEE** shall protect, defend, indemnify and hold the **CITY** and its representatives and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgements arising by reason of the injury or death of any person or damage to or loss of any property, including all reasonable costs for investigation and defense thereof, (including, but not limited to, attorney fees, court costs and expert fees), of any nature whatsoever arising out of, or incidental to this Lease Agreement or **LESSEE'S** use or occupancy of the leased premises or the acts or omissions of **LESSEE'S** officers, employees, agents, representatives, contractors, sub-contractors, licensees or invitees, regardless of where the injury, death, loss or damage may occur, unless such injury, death, loss or damage is caused by the sole negligence of the **CITY**. The **CITY** shall give **LESSEE** reasonable notice of any such claims or actions. The provisions of this Article shall survive the expiration or earlier termination of this Lease Agreement.
- 8.2 Without limiting its liability as aforesaid, the **LESSEE** shall carry insurance in the following amounts during the term hereof, naming the **CITY** as co-insured:

Public Liability

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

- 8.3 The **LESSEE** shall provide the **CITY** with certification of insurance throughout the term of this agreement, evidencing such coverage to be in force.
- 8.4 The **CITY** agrees to notify the **LESSEE** in writing, as soon as practicable of any claims, demands or action arising out of an occurrence covered hereunder of which the **CITY** has knowledge, and to cooperate with the **LESSEE** in the investigation and defense thereof.

ARTICLE IX - CANCELLATION/TERMINATION

- 9.1 It is understood and agreed by the parties hereto this agreement may be terminated by either party, for any reason, by one party giving the other party sixty (60) days advanced written notice. It is further understood and agreed by and between the parties hereto the following provisions will result in cancellation of this agreement.

- (a) In the event the **LESSEE** shall make default in any of the provisions of this agreement, and said default shall continue for a period of thirty (30) days, then and in that event, this agreement may be terminated by the **CITY**, and the **LESSEE** shall immediately surrender possession of the office space.
 - (b) A national emergency results in the Airport being substantially occupied by the United States Government so as to materially interfere with the **LESSEE'S** operation.
 - (c) In the event the Airport, or a material portion thereof, is destroyed by fire or other cause, resulting in material interference with the **LESSEE'S** operations.
- 9.2 Upon termination or cancellation of this Agreement, the **LESSEE** shall remain liable for any rental fee and/or custodial fee payments, if any, then due, and the **LESSEE** shall immediately surrender possession of the office space.

ARTICLE X - MISCELLANEOUS PROVISIONS

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

To CITY:

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

To LESSEE:

**MARY BETH KORF
2567 UNIVERSITY AVE, SUITE 3021
MORGANTOWN, WV, 26508**

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

- 10.2 The failure of the **CITY** to insist, in any one or more instance, upon the strict performance by the **LESSEE** of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Lease Agreement shall not be considered as a waiver or relinquishment thereof for the future, but the same shall remain and continue in full force and effect, and no waiver of the conditions or stipulations hereof shall be deemed to have been made in any instance unless expressly in writing.
- 10.3 If any term, clause or provision of this Lease Agreement shall be adjudged by any court or government agency to be invalid or contrary to any applicable law or regulation or state government agency, such invalidation or determination shall not affect the validity and enforceability of the remaining portions of the Lease Agreement; and, to this end, the terms, clauses and provisions of this Lease Agreement are hereby agreed to be severable.
- 10.4 Both parties hereto acknowledge and agree that his document contains the entire agreement between the parties and that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of the Lease Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto within the amended Lease Agreement in the same manner as the execution of this Lease Agreement.
- 10.5 This Lease Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of West Virginia.
- 10.6 **LESSEE** shall not assign, transfer or sublease this Lease Agreement, by process or operation of law or in any other manner whatsoever, or sublet any portion of the leased premises or permit any portion of the leased premises to be occupied or used by anyone other than the **LESSEE** without the prior, written consent of the **CITY**, which said consent may be withheld in the sole discretion of the **CITY**.
- 10.7 This Lease shall be subordinate to the provisions of any existing or future agreement between **CITY** and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

[Signature Page follows]

IN WITNESS WHEREOF, CITY and LESSEE have caused this Lease to be executed as of the date first above written.

**CITY OF MORGANTOWN,
A West Virginia municipal corporation,
LESSOR**

By: _____

Its: _____

**MARY BETH KORF,
An individual,
LESSEE**

RESOLUTION

WHEREAS, *The City Council of Morgantown, West Virginia, met on _____, 2015, and passed the following Resolution:*

BE IT RESOLVED THAT THE CITY OF MORGANTOWN *hereby authorizes City Manager, Jeff Mikorski, to act on its behalf to enter into an agreement with the West Virginia Division of Motor Vehicles to apply, receive, and administer grant funds pursuant to provisions of the West Virginia Governor’s Highway Safety Program.*

MAYOR

CITY CLERK



Morgantown Police Department

300 SPRUCE STREET
MORGANTOWN, WEST VIRGINIA 26505
(304) 284-7522
www.morgantownwv.gov



The total funds allocated to the City of Morgantown by the West Virginia Governor's Highway Safety Program for the 2016 fiscal year grant are \$116,000.00.

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
DIV OF HIGHWAYS-DISTRACTED DRIVING Grantee: City of Morgantown Budget Categories: F16-HS-18-DOHDD	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement			\$ 15,000.00	DD16-01-18
Distracted Driving Enforcement	\$ 15,000.00			
National Distracted Driving Month is April 2016				
TOTAL PROJECT COSTS:	\$ 15,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 15,000.00	
TOTAL APPROVED PROJECT:			\$ 15,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
ALCOHOL TRANSFER FUNDS 154 Grantee: City of Morgantown Budget Categories: F16-HS-18-154	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement			\$ 20,000.00	AL16-02-18
Underage Enforcement	\$ 20,000.00			
Travel & Conferences			\$ 3,000.00	AL16-02-18
Statewide DUI Conference	\$ 3,000.00			
Incentives			\$ 10,000.00	AL16-02-18
Agency Incentives	\$ 10,000.00			
Must spend 1/2 of DUI Enforcement funds and be at or below state average (hours DUI) to be eligible for agency incentives.				
TOTAL PROJECT COSTS:	\$ 33,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 33,000.00	
TOTAL APPROVED PROJECT:			\$ 33,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM
 West Virginia Division of Motor Vehicles
 STATE OF WEST VIRGINIA

FISCAL SUMMARY

Page 4

ALCOHOL 410 Grantee: City of Morgantown Budget Categories: F16-HS-18-410	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement			\$ 1,000.00	AL16-01-18
DRE Enforcement	\$ 1,000.00			
Training			\$ 4,000.00	AL16-01-18
DRE Training	\$ 4,000.00			
TOTAL PROJECT COSTS:	\$ 5,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 5,000.00	33 of 138
TOTAL APPROVED PROJECT:			\$ 5,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM
West Virginia Division of Motor Vehicles
STATE OF WEST VIRGINIA

FISCAL SUMMARY
Page 4

TRAFFIC SAFETY DATA SYSTEMS 408 Grantee: City of Morgantown Budget Categories: F16-HS-18-408	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Equipment and Software Traffic Safety Data Systems/Equipment	\$ 20,000.00		\$ 20,000.00	K916-01-18
TOTAL PROJECT COSTS:	\$ 20,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 20,000.00	<small>34 of 138</small>
TOTAL APPROVED PROJECT:			\$ 20,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
SEATBELT PERFORMANCE INCENTIVES 406 Grantee: City of Morgantown Budget Categories: F16-IIS-18-406	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement			\$ 10,000.00	OP16-06-18
CIOT May Blitz (May 16-30,2016)	\$ 4,000.00			
CIOT Mini-Blitzes				
November 6-22, 2015	\$ 2,000.00			
March 4-20, 2016	\$ 2,000.00			
August 12-18, 2016	\$ 2,000.00			
TOTAL PROJECT COSTS:	\$ 10,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	135 of 138
TOTAL FEDERAL FUNDS:			\$ 10,000.00	
TOTAL APPROVED PROJECT:			\$ 10,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM
 West Virginia Division of Motor Vehicles
 STATE OF WEST VIRGINIA

FISCAL SUMMARY
 Page 4

MAP21 IMPAIRED DRIVING 405d Grantee: City of Morgantown Budget Categories: F16-HS-18-405d	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement DUI Enforcement OT Sobriety Checkpoints	\$ 30,000.00 \$ 2,000.00		\$ 32,000.00	M516-01-18
TOTAL PROJECT COSTS:	\$ 32,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	136 of 138
TOTAL FEDERAL FUNDS:			\$ 32,000.00	
TOTAL APPROVED PROJECT:			\$ 32,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM
 West Virginia Division of Motor Vehicles
 STATE OF WEST VIRGINIA

FISCAL SUMMARY

Page 4

SAFE COMMUNITIES 402 Grantee: City of Morgantown Budget Categories: F16-HS-18-402	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Travel & Conferences Project Director Travel	\$ 1,000.00		\$ 1,000.00	SA16-18-18
TOTAL PROJECT COSTS:	\$ 1,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 1,000.00	
TOTAL APPROVED PROJECT:			\$ 1,000.00	

