



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@morgantownwv.gov

AGENDA
MORGANTOWN CITY COUNCIL
COMMITTEE OF THE WHOLE
August 30, 2016
7:00 p.m.

NOTE: Committee of the Whole Meetings of the Morgantown City Council are intended to provide an opportunity for the Council to receive information, ask questions, and identify policy options in an informal setting. No official action is taken at these meetings. At this Committee of the Whole Meeting the following matters are scheduled:

PRESENTATIONS:

1. Airport Update
2. Downtown Loitering
3. Presentation on time for Trick or Treat

PUBLIC PORTION:

ITEMS FOR DISCUSSION:

1. Downtown Loitering
2. Trick or Treat
3. Botanic Garden Lease
4. Zoning Ordinance amending permitted land uses

If you need an accommodation contact us at 284-7439

AN ORDINANCE AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH THE WEST VIRGINIA BOTANICAL GARDEN, INC. FOR AN 82-ACRE PARCEL KNOWN AS THE TIBBS RUN PROPERTY

The City of Morgantown hereby ordains that the City Manager is authorized to execute, on behalf of the City of Morgantown, the Lease Agreement attached to, and made a part of, this ordinance.

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

First Reading:

Adopted:

Mayor

Filed:

Recorded:

City Clerk

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is executed by and between The City of Morgantown, a municipal corporation and political subdivision of the State of West Virginia, ("LESSOR") and West Virginia Botanic Garden, Inc., a West Virginia nonprofit corporation ("LESSEE") as of the ____ day of _____, 2016.

1. Premises and Term: LESSOR does hereby lease to LESSEE, and LESSEE does hereby lease from LESSOR, a parcel of real property consisting of 82 acres, more or less, and known as the Tibbs Run property, more particularly described on the attached "Exhibit 1," which is incorporated herein by reference (the "Premises"), subject to all existing easements, encumbrances, and other matters of record or discernible by visible inspection. The Premises are leased to Tenant for a term commencing **October 1, 2016**, and extending until midnight on the day preceding the **FIFTIETH** anniversary of such date; provided that, on and after the **TENTH** anniversary of the effective date, upon appropriate legal action by the governing body of LESSOR and written acceptance by the authorized representative of LESSEE, this lease may be renewed for an additional term of fifty years. The foregoing renewal provision shall be in addition to, and not derogation of, any other powers and authorities of the parties. .
2. Consideration: As consideration for the use of the Premises, LESSEE agrees to pay LESSOR one dollar (\$1.00) per year beginning with the execution of this Lease Agreement and continuing on the fifteenth day of each successive year that the lease is in effect.
3. Operations: LESSEE agrees to do the following:
 - a. Provide to and maintain with LESSOR its current Articles of Incorporation, the names and addresses of its Directors and Officers, annual financial statements, and minutes of all proceedings of its Members, Board of Directors and Committees having any of the authority of the Board of Directors. These documents may be supplied to LESSOR via electronic means.
 - b. Allow LESSOR and/or its designated representative access for inspection purposes to all books and records maintained by LESSEE.
 - c. LESSEE shall not diminish the value of the premises in any fashion, including, but not limited to, the harvest or felling of any trees or the harvest of other natural resources located thereon, without the express and written permission of LESSOR, except that dead and other hazardous trees may be removed by LESSEE at any time, and those trees which must be removed to accommodate any improvements expressly approved in writing by LESSOR may be removed by LESSEE at any time. Any value of such trees removed in accordance with these allowed exceptions may be enjoyed by LESSEE.
 - d. LESSEE shall endeavor to apply for all necessary permits and approvals in a timely manner.

- e. LESSEE shall be financially responsible for all costs associated with the LESSEE'S development and operation of the leased area undertaken during the term of this Agreement.
- f. LESSEE shall be responsible for paying any real or personal property taxes which may be assessed and due against the leased Premises during LESSEE'S possession of same under this Agreement.
- g. LESSEE shall be responsible for general upkeep and maintenance of the Premises to the satisfaction of LESSOR.

4. Annual Report: Within sixty (60) days after the end of each fiscal year of LESSEE, LESSEE shall submit to LESSOR a detailed written report describing the past year's operations and activities. The report may be supplied by electronic means.

5. Construction and Improvement Activities:

- a. Prior to beginning any project involving grading, earth removal, stream or pond modification, construction of a building, or any alteration to the Premises involving a permanent improvement or fixture, LESSEE will present detailed plans for the same to the LESSOR for review and comment. Work on any such project will not commence until such time as the LESSOR approves said plans. All construction shall conform to all applicable statutes, building codes, and laws, including the Americans with Disabilities Act. Upon completion of any such construction, LESSEE shall provide evidence to satisfaction of LESSOR, by written statement, and any other means or devices deemed necessary by LESSOR, that no liens exist on any of the construction and improvements made and that all contractors and subcontractors have been paid all amounts due and owing to them.
- b. Planting of trees, shrubs, and other minor horticultural activities by LESSEE will not require permission from LESSOR.
- c. It is agreed and understood that construction upon and any improvements to the Premises shall become the property of the LESSOR upon termination of this Agreement, free and clear of any liens or encumbrances whatsoever; provided, however, that any equipment, signs and other personal property of LESSEE not permanently affixed to the leased premises shall remain the property of LESSEE and shall so remain unless the LESSEE shall fail, following the termination of this Agreement and following thirty (30) days' written notice, to remove such personal property, in which event, at the option of LESSOR, title to same shall vest in LESSOR, at no cost to LESSOR.

6. Utilities: LESSEE shall be responsible for obtaining and paying for all utility services to the Premises.

7. Maintenance: LESSEE shall be responsible, at its sole expense, for the reasonable maintenance of the Premises and for the repair or replacement of any improvements to the Premises.

8. Right to Enter: LESSOR and its duly authorized representatives or agents shall have the right to enter and inspect the Premises at any time to determine whether LESSEE is in compliance with the terms of the Agreement and to perform any necessary inspections or operations. LESSEE will provide LESSOR with the means to access any obstructions to entry or movement on the premises, including keys to all locked gates, doors, or other structures. LESSOR shall not provide copies of any such means of access to any agency or individual not having official business on the property.

9. Insurance: LESSEE shall procure and maintain during the term of this Lease Agreement, at its sole expense, insurance coverage in the following amounts, with the LESSOR named as an additional insured. A Certificate of Insurance or a copy of the insurance policies involved shall be furnished to LESSOR.

- a. Comprehensive Public Liability and Property, including, but not limited to, personal injury, protecting LESSOR against any and all liability arising out of LESSEE'S conduct incident to the use of the Premises or resulting from any accident occurring on or about the leased realty, caused by or arising out of any act or omission of LESSEE, in the minimum amount of two million dollars (\$2,000,000.00)
- b. Building Fire and Extended Coverage Insurance on the Premises and on all construction and improvements erected by LESSEE in the amount of one hundred percent (100%) of the full insurable value as from time to time determined by a competent appraiser. Said insurance coverage will provide that any such loss shall be payable jointly to LESSOR and LESSEE, and LESSEE shall have the right, if done within thirty (30) days of receipt thereof, to use the proceeds of any such loss to repair or replace the damaged or destroyed structure; otherwise, the entire proceeds of such policy shall be the property of LESSOR. Should LESSEE wish to exercise the right to repair or replace said damage or destroyed structure, it will notify LESSOR of such intent immediately upon receipt of such loss proceeds, obtain approval from LESSOR regarding LESSEE'S plans regarding such work, and jointly work with LESSOR in arrangement of and payment for repair or replacement activities.
- c. Excess liability insurance coverage, with a limit of liability no less than two million dollars (\$2,000,000.00), each occurrence of bodily injury and/or property damage combined and two million dollars (\$2,000,000.00) aggregate (where applicable) in excess of the limits of primary coverage described above.

10. Indemnification: LESSEE shall protect, defend, indemnify and hold LESSOR and its officers, agents, representatives and employees completely harmless from and against any claims, demands, actions, suits, or judgments relating to the Premises, including any claim, demand, action, suit, or judgment arising by reason of the injury or death of any person or damage to or loss of any property, and including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs and expert fees), and of any nature whatsoever arising out of or incidental to this Agreement, LESSEE'S use or occupancy of the Premises, or the acts or omissions of 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 LESSOR. LESSOR shall give LESSEE reasonable notice of any such claims or actions. The provision of this Article shall survive the expiration or earlier termination of this Lease Agreement.

11. Assignment and Subletting: LESSEE shall not assign, transfer or sublease this Agreement, by process or operation of law or in any other manner whatsoever, without the prior, written consent of LESSOR, which said consent may be withheld in the sole direction of the LESSOR. In the event LESSOR consents to any assignment, transfer, subleasing or subletting on the part of LESSEE of any rights or privileges granted in this Agreement, LESSEE shall continue to be primarily liable for the faithful performance of all terms, covenants and conditions on the part of LESSEE herein contained.

12. Nondiscrimination: Notwithstanding any other or inconsistent provisions of this Agreement, during the term of this Agreement, LESSEE, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this Agreement, does hereby agree that:

- a. No person on the grounds of race, color, religion, sex, handicap or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of the leased premises.
- b. In the construction of and any improvement on, over or under the leased premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, handicap or national origin shall be excluded from participation in or denied the benefits of, such activities or otherwise be subject to discrimination.

13. Default and Termination: This Lease Agreement shall be subject to termination by LESSOR should anyone or more of the following conditions of default occur:

- a. If LESSEE shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on LESSEE'S part to be performed and observed and if LESSEE fails to commence corrective actions or measures within 30 days after receipt of written notice from LESSOR, to LESSEE.
- b. If LESSEE shall abandon all or any substantial part of the lease premises or shall discontinue any or all of its operations.

- c. LESSEE files a voluntary or involuntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after appointment of such receiver.
- d. The occurrence of any act which operates to deprive the LESSEE permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business granted herein.
- e. If the estate hereby created shall be taken by execution or by other process of law.
- f. If LESSEE shall substantially fail to abide by all applicable laws, ordinances, rules and regulations of the United States of America, State of West Virginia, and the LESSOR fails to commence corrective actions or measures within 30 days after receipt of written notice from LESSOR to LESSEE.

In the event any condition of default shall occur, LESSOR then, or at any time thereafter, during which such breach is continuing, shall have the right, at its election, to terminate this Agreement by giving at least thirty (30) days written notice to LESSEE at which time LESSEE will then quit and surrender the leased premises to LESSOR.

The failure of LESSOR 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 Agreement shall not be considered a waiver or relinquishment thereof for the future, and no waiver of the conditions or stipulation hereof shall be deemed to have been made in any instance unless made expressly in writing.

Upon the expiration or other termination of this Lease Agreement, LESSEE'S rights to use the leased premises, facilities, services and privileges provided herein shall cease, and LESSEE shall forthwith upon such expiration or termination surrender the same.

14. General Provisions: If any term, clause or provision of this Agreement shall be adjudged by any court or government agency to be invalid or contrary to any applicable law or regulation or prevent financial or other assistance to the LESSOR by any federal or state government agency, such invalidation or determination shall not affect the validity and enforceability of the remaining portions of Agreement; and, to this end, the terms, clauses and provisions of this Agreement are hereby agreed to be severable.

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

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

Any notice or other communication to the LESSOR or the LESSEE shall be deemed validly given, served or delivered upon deposit in the United States Mail, certified and with proper postage and certification fee prepaid, addressed as follows:

To LESSEE: West Virginia Botanic Garden, Inc.
714 Venture Drive PMB #121
Morgantown, WV 26508

To LESSOR: City of Morgantown
City Manager's Office
389 Spruce Street
Morgantown, WV 26505

or to such other address as the addressee may designate by written notice to the other party, delivered in accordance with the provisions of this paragraph. Any communication which is sent via electronic means, as specifically permitted by this Agreement, shall be sent to the following addresses:

To LESSOR: callen@morgantownwv.gov

To LESSEE: info@wvbg.org

or such other address as designated by the parties.

This Agreement may be executed in duplicate copies, each of which shall be considered an original document.

15. Superseding Agreement: LESSOR and LESSEE agree that this Agreement terminates, replaces, and supersedes that certain "LEASE AGREEMENT" dated the 18th day of April, 2012, providing for the lease of the Premises described herein, and any amendments thereto, and that the provisions of this Agreement shall govern and control the obligations of the parties, provided that any continuing obligation of LESSEE under that prior "LEASE AGREEMENT" shall remain in effect. LESSOR and LESSEE shall execute any documents, and enter into any arrangements, necessary to give effect to the provisions of this paragraph.

[Signature page follows]

Executed this _____ day of _____, 2016 by the parties as follows:

City of Morgantown,
LESSOR

West Virginia Botanical Garden, Inc.,
LESSEE

By

By

Mayor

President

City Manager

Executive Director

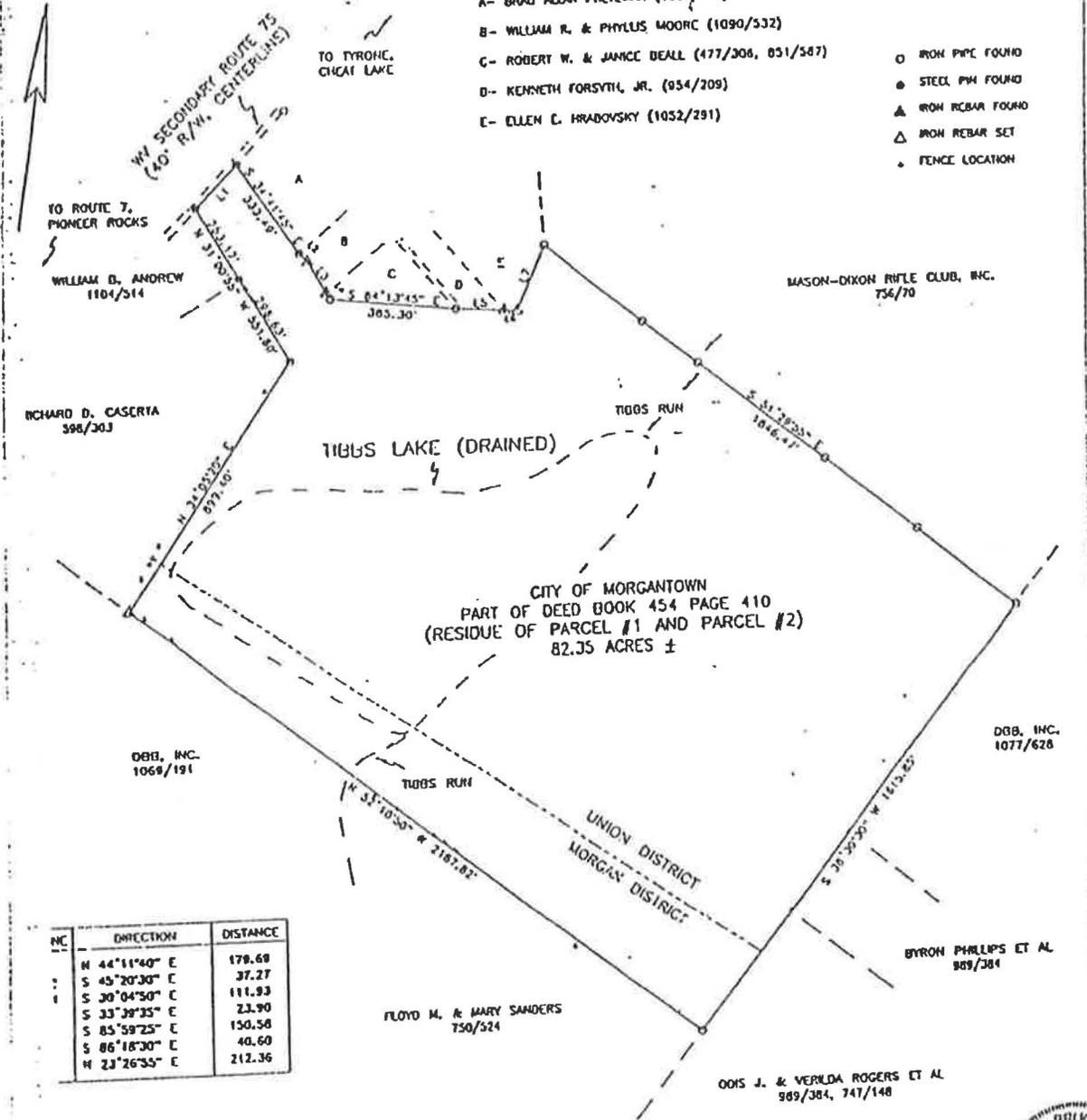
Plat Map

UNION DISTRICT TAX MAP 23 P.

DECLARATION IS 7-35 WEST
WOOD, WV, JANUARY, 1986

- A- BRAD ALLAN PRETZMAN (1069/655)
- B- WILLIAM R. & PHYLLIS MOORE (1090/532)
- C- ROBERT W. & JANICE BEALL (477/306, 051/507)
- D- KENNETH FORSYTH, JR. (954/209)
- E- ELLEN C. HRADOVSKY (1052/291)

- IRON PIPE FOUND
- STEEL PIV FOUND
- ▲ IRON REBAR FOUND
- △ IRON REBAR SET
- FENCE LOCATION



NC	DIRECTION	DISTANCE
1	N 44°11'40" E	178.68
2	S 45°20'30" E	37.27
3	S 20°04'50" E	111.93
4	S 33°39'35" E	23.90
5	S 85°59'25" E	150.58
6	S 86°18'30" E	40.60
7	N 23°26'55" E	212.36

PLAT OF SURVEY FOR
THE CITY OF MORGANTOWN
IN
UNION AND MORGAN DISTRICTS
ALIA COUNTY WEST VIRGINIA
1"=300' SEPTEMBER 29, 1995

CERTIFY THAT THIS PLAT OF SURVEY REFLECTS THE
BOUNDARY OF THE PROPERTY, BASED ON DEEDS OF RECORD,
AND/OR OTHER EVIDENCE, AND IS CORRECT, TO THE BEST
OF MY KNOWLEDGE AND BELIEF, AND COMPLIES WITH ALL
LAW, RULES, AND REGULATIONS CONCERNING THE PRACTICE



SURVEYED BY: JAMES
W.V.L.P.S. #795, 1995

James Bruce



Development Services
389 Spruce Street
Morgantown, WV 26505
304.284.7431

MEMORANDUM

Date: 22 AUG 2016
To: Glen Kelly, Interim City Manager..... *via email*
Linda Tucker, City Clerk..... *via email*
RE: City Council Committee of the Whole Agenda – 30 AUG 2016
TX16-08 / Suncrest UMC / “Churches, Places of Worship” Uses

During its 11 AUG 2016 hearing, the Planning Commission voted to forward a recommendation to City Council to APPROVE the above referenced Zoning Text Amendment petition submitted by Suncrest United Methodist Church.

Attached herewith are the related Staff Report presented to the Planning Commission and the draft ordinance. The following dates will keep to standard Planning and Zoning Code Text Amendment protocol:

City Council Meetings

Committee of the Whole Tuesday, August 30, 2016
First Reading: Tuesday, September 6, 2016
Public Hearing and Second Reading: Tuesday, October 4, 2016

Please include this item on the City Council meeting agendas noted above and include this communication and attachments in the 30 AUG Committee of the Whole meeting packet. Only the ordinance should be included in the 06 SEP and 04 SEP meeting packets.

Thank you.

Digitally signed by Christopher M. Fletcher, AICP
Date: 2016.08.22 15:53:47 -04'00'

TX16-08

**Suncrest United Methodist Church
“Churches, Places of Worship”**

STAFF REPORT



MORGANTOWN PLANNING COMMISSION

August 11, 2016
6:30 PM
City Council Chambers

STAFF REPORT

President:

Peter DeMasters, 6th Ward

Vice-President:

Carol Pyles, 7th Ward

Planning Commissioners:

Sam Loretta, 1st Ward

Tim Stranko, 2nd Ward

William Blosser, 3rd Ward

Bill Petros, 4th Ward

Mike Shuman, 5th Ward

Bill Kawecki, City Council

VACANT, City Administration

CASE NO: TX16-08 / Suncrest United Methodist Church / 479 Van Voorhis Road

REQUEST:

Request by Richard Gimbl, on behalf of Suncrest United Methodist Church, to amend Table 1331.05.01 "Permitted Land Uses" to permit "Churches, Places of Worship" in the PRO, Professional, Residential and Office District as a conditional use.

BACKGROUND and ANALYSIS:

The petitioners own the realty addressed as 479 Van Voorhis Road (Currently Tax Map 6, Parcels 60, 61, 61.1, 61.2, 63, 64, 65, 66, and 67). The principal building on the property is a church with associated accessory uses tied to the principal "Church, Place of Worship" use.

The following graphics illustrate the location and the various zoning district classifications surrounding the petitioner's property (R-1, Single-Family Residential; PRO, Professional, Residential and Office District; and, B-2, Service Business District).



The existing "Church, Place of Worship" use is considered a legal, pre-existing, non-conforming use in the PRO District (Parcels 63, 64, 65, 66, and 67) because "Church, Place of Worship" uses are not permitted in the PRO District. However, such uses are permitted in the R-1 District (Parcels 60, 61, 61.1, and 61.2) with conditional use approval.

The following graphic is clipped from Table 1331.05.01 "Permitted Land Uses" to illustrate where "Church, Place of Worship" uses are and are not permitted. "P" denotes the use is permitted by-right in a particular zoning district. "C" denotes the use is permitted with conditional use approval in a particular zoning district. If the box in the row for the use is empty in the column of a particular zoning district, then that use is not permitted in that zoning district.

Development Services

Christopher Fletcher, AICP
Director

John Whitmore, AICP
Planner III

Planning Division

389 Spruce Street
Morgantown, WV 26505
304.284.7431



MORGANTOWN PLANNING COMMISSION

August 11, 2016
6:30 PM
City Council Chambers

President:

Peter DeMasters, 6th Ward

Vice-President:

Carol Pyles, 7th Ward

Planning Commissioners:

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Tim Stranko, 2nd Ward

William Blosser, 3rd Ward

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Mike Shuman, 5th Ward

Bill Kaweckí, City Council

VACANT, City Administration

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Churches, Places of Worship	C	C	C	C		C	P	P		P		12

Additionally, the following supplemental regulation is tied to the "Churches, Place of Worship" uses:

- (12) CHURCHES AND PLACES OF WORSHIP shall meet the following requirements:
- (a) A minimum lot size of 15,000 sq. ft. is required;
 - (b) Churches and religious facilities may include customary accessory uses including gymnasiums, daycare, classroom, meeting rooms, etc.

The petitioner seeks the opportunity to modify and/or expand the existing principal building and/or associated accessory structures, some of which are located in the PRO District. Staff advised the petitioner there were options to consider that might create an opportunity to proceed with improvements to the nonconforming "Church, Place of Worship" use and structures. Given the application of the PRO District as a buffering mechanism for residentially zoned parcels throughout the City, and the need for the PRO District's accommodation for religious land uses, a text amendment was determined to be the most feasible method for the applicant rather than pursuing a zoning map amendment for the following reasons:

- A zoning map amendment would result in either:
 - Extending the R-1 District to Van Voorhis Road, which does not appear to be the highest and best zoning classification along a major vehicular and commercial corridor; or,
 - Extending the B-2 District to Windsor Avenue, which would undermine the intent of the PRO District serving as a buffer between the residential and nonresidential zoning districts.
- A text amendment permitting "Church, Place of Worship" uses in the PRO District would close a puzzling permitted land use gap where places of worship are permitted in all the residential districts and in the business districts, but not permitted at all in the PRO District, the zoning district generally located between and intended to buffer these districts from each other.
- Conditional use approval requires careful consideration by the Board of Zoning Appeals. Each conditional use petition is evaluated on the unique context and particular merits of the individual case. Further, the conditional use decision process incorporates public notification, public participation, and public decisions based on deliberated findings of fact.

It also appears prudent to consider at this time whether or not "Church, Place of Worship" uses should be permitted with conditional use approval in the O-I, Office and Institutional District and the I-1, Industrial District. Specifically, the O-I District is similarly

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389 Spruce Street
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MORGANTOWN PLANNING COMMISSION

August 11, 2016
 6:30 PM
 City Council Chambers

President:

Peter DeMasters, 6th Ward

Vice-President:

Carol Pyles, 7th Ward

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Sam Loretta, 1st Ward

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Mike Shuman, 5th Ward

Bill Kawecki, City Council

VACANT, City Administration

situated in some areas to the PRO District by adjoining residential districts and/or between residential and business districts.

This would leave only the I-1 District where "Church, Place of Worship" would not be permitted at all. Given the fact several of our industrial districts have largely evolved into various commercial, office, retail, restaurant, and housing uses, it stands to reason "Church, Place of Worship" uses can and should be permitted with conditional use approval in the I-1 District as well.

STAFF RECOMMENDATION:

Staff recommends, should the Planning Commission decide to forward a favorable recommendation to City Council under Case No. TX16-08, that Table 1331.05.01 "Permitted Land Uses" be amended as follows permitting "Churches, Places of Worship" uses within the PRO, Professional, Residential and Office District, the O-I, Office and Institutional District, and the I-1, Industrial District with conditional use approval.

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Churches, Places of Worship	C	C	C	C	C	C	P	P	C	P	C	12

Development Services

Christopher Fletcher, AICP
 Director

John Whitmore, AICP
 Planner III

Planning Division

389 Spruce Street
 Morgantown, WV 26505
 304.284.7431



City of Morgantown, West Virginia

APPLICATION FOR ZONING TEXT AMENDMENT

OFFICE USE	
CASE NO.	TX 16-08
RECEIVED:	
COMPLETE:	

Zoning Code Text Amendment Process – See Addendum A of this Application

(PLEASE TYPE OR PRINT IN BLACK INK)

I. APPLICANT

Name:	Suncrest United Methodist Church	Phone:	304-599-6306
Mailing Address:	479 Van Voorhis Road	Mobile:	304-376-9720
	Street Morgantown	WV	26505
	City	State	Zip
		Email:	RJGIMBL@GMAIL.COM

II. PROPOSED TEXT AMENDMENT

Section of the Zoning Code to be Amended: TABLE 1331.05.01 Permitted Land Uses

Summary of Proposed Text Amendment (an additional sheet may be attached hereto):

SUMC seeks to amend the permitted land uses table so that "churches or places of worship" may be permitted in the PRO District with conditional use approval. The purpose of the request is to remove the non-conforming status of the Suncrest United Methodist Church properties in the PRO district so that the church can pursue additions and or modifications to its buildings and facilities.

VIII. ATTEST

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of application will be complied with whether specified herein or not. The granting of an approval does not presume to give authority to violate or cancel the provisions of any other federal, state, or local law regulating same. This application has not been requested within the past year.

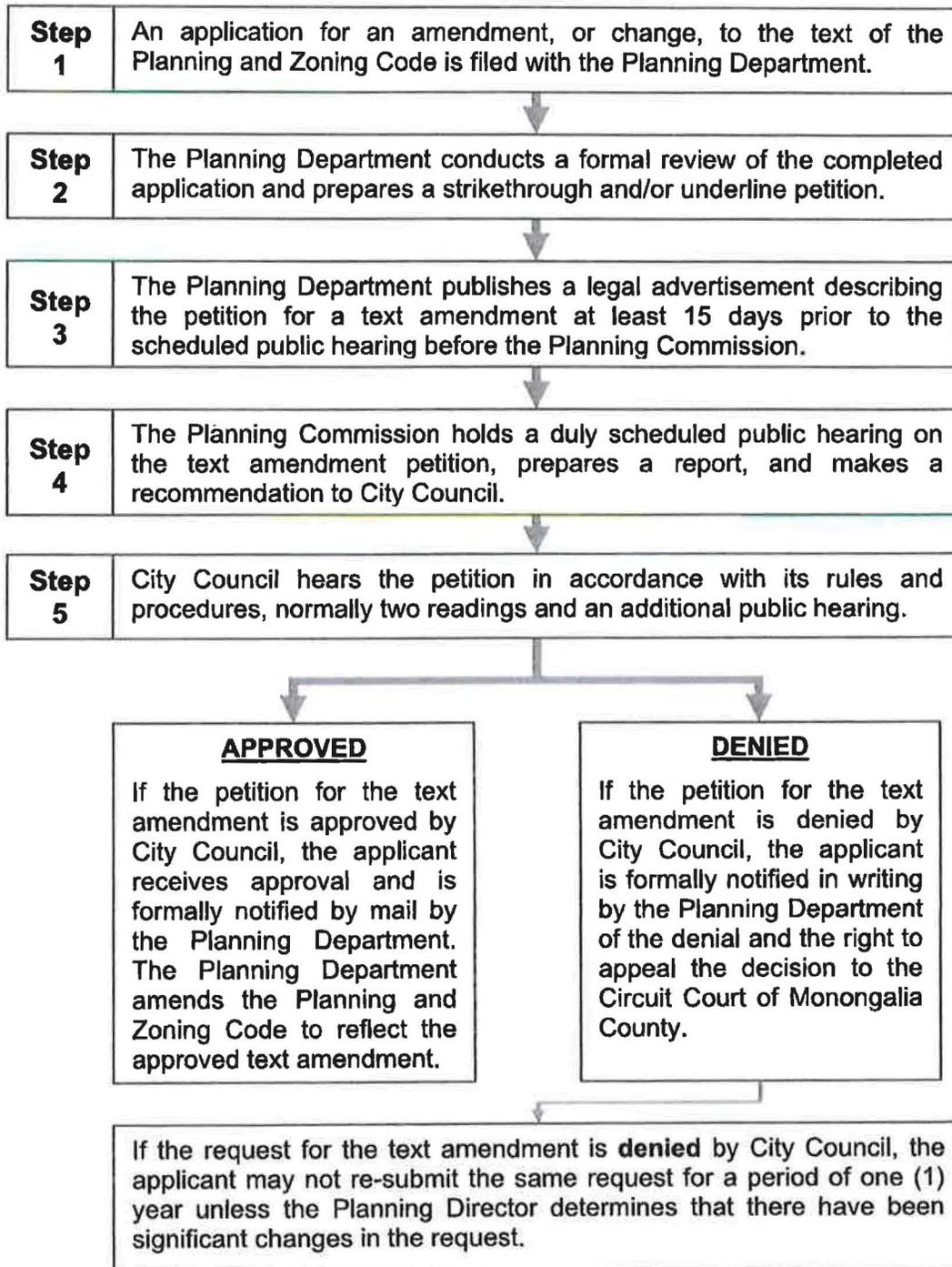
Richard Gimbl		06/29/16
Type/Print Name of Applicant/Agent	Signature of Applicant/Agent	Date



APPLICATION FOR ZONING TEXT AMENDMENT

OFFICE USE	
CASE NO.	Tx16-08
RECEIVED:	
COMPLETE:	

ADDENDUM A - Zoning Code Text Amendment Process



TX16-08

Suncrest United Methodist Church

“Churches, Places of Worship”

ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TABLE 1331.05.01 "PERMITTED LAND USES" OF THE CITY'S PLANNING AND ZONING CODE AS IT RELATES TO CHURCHES, PLACES OF WORSHIP.

The City of Morgantown hereby ordains that Table 1331.05.01 "Permitted Land Uses" of the City's Planning and Zoning Code is amended as follows (new matter underline):

Table 1331.05.01 PERMITTED LAND USES

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Churches, Places of Worship	C	C	C	C	<u>C</u>	C	P	P	<u>C</u>	P	<u>C</u>	12

This ordinance shall be effective upon date of adoption.

FIRST READING:

Mayor

ADOPTED:

FILED:

RECORDED:

City Clerk