



**MORGANTOWN**  
CITY CLERK

304-284-7439  
Morgantownwv.gov  
389 Spruce St.  
Morgantown, WV 26505

## **AGENDA**

### **CITY COUNCIL REGULAR MEETING**

City Hall Council Chambers, 389 Spruce Street, 2nd Floor, Morgantown, WV 26505

Tuesday, January 20, 2026, at 7:00 PM

This meeting will be broadcast live via YouTube at City of Morgantown - YouTube

<https://www.youtube.com/@CityofMorgantown/streams>

1. **PLEDGE:**
2. **CALL TO ORDER:**
3. **ROLL CALL:**
4. **APPROVAL OF MINUTES:**
  - A. January 6, 2026, Special Meeting Minutes
  - B. January 6, 2026, Regular Meeting Minutes
5. **CORRESPONDENCE:**
  - A.** Proclamation for Anna Lynn Stasick
  - B.** Annual Report: Main Street Morgantown
  - C.** Facilities Report: Morgantown Public Library System
6. **PUBLIC HEARINGS:**
7. **UNFINISHED BUSINESS:**
  - A. Boards and Commissions
8. **PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION:**
9. **SPECIAL COMMITTEE REPORTS:**
10. **CONSENT AGENDA:**
  - A.** Consideration of **APPROVAL** of (First Reading) of An Ordinance authorizing a Lease Agreement with In Tune Counseling LLC for office space at the Morgantown Municipal Airport (MGW)

**B.** Consideration of **APPROVAL** of **(First Reading) of An Ordinance providing for Annual Reporting by Boards and Commissions**

**11. NEW BUSINESS:**

**A.** Consideration of **APPROVAL** of **A Resolution Approving and Authorizing the Submittal of a Substantial Amendment to the FY 2025 Annual Action Plan for the use of CDBG Funds**

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

**13. REPORT FROM CITY CLERK:**

**14. REPORT FROM CITY ATTORNEY:**

**15. REPORT FROM COUNCIL MEMBERS:**

**16. EXECUTIVE SESSION:**

**A.** Discussion of matters related to development of property and/or investment of public funds in the area of Spruce St., Willey St., and Richwood Ave. (It is anticipated this item will be discussed in executive session pursuant to W. Va. Code 6-9A-4(b)(9))

**B.** Pursuant to WV State Code Section 6-9A-4(b)(2)(A) to discuss personnel matters in considering matters arising from the employment of a public employee related to the six-month evaluation for the City Manager

**C.** Pursuant to WV State Code Section 6-9A-4(b)(2)(A) to discuss personnel matters in considering new appointments for Boards and Commissions

**17. ADJOURNMENT:**

**For accommodations please call or text 304-288-7072**



# City Council Agenda Item Summary

Council Meeting Date: 01/20/2026

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**Item:** Proclamation: Anna Lynn Stasick  
**Department:** City Council  
**Requested By:** Mark Downs, Councilor  
**Strategic Goal:** Vibrant and Prosperous

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**Recommended Motion:** No motion. Proclamation to be read.

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**Item Summary:**

At the request of Councilor Mark Downs, the attached proclamation will be presented to Anna Lynn Stasick.

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**Fiscal Impact:** N/A

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MORGANTOWN  
OFFICE OF THE MAYOR

304-284-7439  
Morgantownwv.gov  
389 Spruce St.  
Morgantown, WV 26505

# PROCLAMATION

- Whereas** Anna Lynn Stasick devoted her professional career to advancing the preservation, rehabilitation, and stewardship of historic resources throughout the State of West Virginia; and
- Whereas** through her leadership and service with the Preservation Alliance of West Virginia, Anna Lynn Stasick played a foundational role in establishing statewide preservation field services, endangered properties advocacy, and hands-on technical assistance for communities across West Virginia; and
- Whereas** her work reached cities, towns, and rural communities throughout the state, contributing to the stabilization of historic downtowns, recognition of vernacular and working-class architecture, and early revitalization efforts grounded in preservation-based economic development; and
- Whereas** Anna Lynn Stasick collaborated extensively with the West Virginia State Historic Preservation Office, supporting National Register documentation, preservation planning, and the thoughtful application of federal and state preservation policy; and
- Whereas** her professional approach emphasized collaboration, pragmatism, and respect for property owners, local governments, and community context, helping to normalize historic preservation as a practical public policy tool rather than an abstract ideal; and
- Whereas** through mentorship, education, and direct engagement, Anna Lynn Stasick influenced generations of preservation professionals, planners, and community advocates working throughout West Virginia; and
- Whereas** the City of Morgantown values the preservation of its historic character and recognizes the importance of honoring individuals whose lifelong contributions have strengthened communities and safeguarded shared cultural heritage.

**Now therefore, I, Danielle Trumble, Mayor of the City of Morgantown, West Virginia, on behalf of the City Council do hereby proclaim that the City of Morgantown formally recognizes**

## Anna Lynn Stasick

as a trailblazer in historic preservation in West Virginia and expresses its deep appreciation for her enduring and statewide contributions to the preservation of historic places.

**Seal:**



**Danielle Trumble, Mayor**  
January 20, 2026



# City Council Agenda Item Summary

Council Meeting Date: January 20, 2026

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**Item:** Main Street Morgantown Year-End Report  
**Organization:** Main Street Morgantown  
**Requested By:** Administration  
**Strategic Goal:** Vibrant and Prosperous, Safe and Welcoming

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**Recommended Motion:** No Council action required. Discussion item only.

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**Item Summary:**

Main Street Morgantown, a non-profit organization dedicated to fostering a welcoming, vibrant, and prosperous downtown and Wharf District, works to revitalize and strengthen our historic districts through a community-driven approach focused on economic development, historic preservation, and enhancing quality of life.

As a funded partner of the City of Morgantown, Main Street Morgantown will present its 2025 Year-End Report to Council, showcasing key initiatives, events, and new business openings, as well as providing a preview of plans and opportunities for 2026.

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**Fiscal Impact:** N/A

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# City Council Agenda Item Summary

Council Meeting Date: January 20, 2026

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**Item:** Morgantown Public Library System Facilities Report  
**Department:** Morgantown Public Library System  
**Requested By:** Sarah Cranstoun, Director  
**Strategic Goal:** Connected and Well Maintained

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**Recommended Motion:** No motion required.

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### Item Summary:

The Morgantown Public Library System has recently completed a Facilities Report. It can be accessed here: <https://www.mympls.org/about-the-library/facilities-report/>

Sarah Cranstoun, Director, will be presenting the results of this report.

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**Fiscal Impact:** This report is an update regarding the facilities report and does not make any specific request for funding. This report highlights future needs that will require funding sources to be identified.

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# City Council Agenda Item Summary

Council Meeting Date: 01/20/2026

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**Item:** Approval of Ordinance for a Lease Agreement with In Tune Counseling for office space at the Morgantown Municipal Airport (MGW)  
**Department:** Morgantown Airport  
**Requested By:** Jon Vrabel, Director  
**Strategic Goal:** Vibrant and Prosperous

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**Recommended Motion:** Move to approve the ordinance for a lease agreement with In Tune Counseling for office space at the Morgantown Municipal Airport (MGW).

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**Item Summary:**

This agreement is for an initial one (1) year term, with four (4) additional option years. The office space is located in the area next to the TSA office on the first floor that was previously empty.

In Tune Counseling currently has a lease with the Morgantown Airport for space and this will be an additional office leased for the same agency. This office is in the same general area allowing for the business to continue growing.

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**Fiscal Impact:** The fiscal impact of this agreement is \$3,300 in annual revenue.

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Ordinance No. 2026-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MORGANTOWN  
AUTHORIZING AN OFFICE LEASE AGREEMENT WITH  
IN TUNE COUNSELING LLC**

The City of Morgantown hereby ordains as follows:

**Section 1. Findings and Purpose.**

The City Council finds and determines that the real estate or portions thereof described in this Ordinance should be leased to, and a commercial operating agreement should be authorized with, In Tune Counseling LLC, at the Morgantown Municipal Airport.

**Section 2. Authorization of Agreement and Lease.**

The City Manager is authorized to enter into a commercial operating agreement and lease with In Tune Counseling LLC substantially on the terms shown in the enclosed Office Lease Agreement, and to take such other actions and execute such other documents as necessary and helpful to accomplishing the purposes thereof.

**Section 3. Repeal, Savings, Severability.**

Any section of this Code repealed or modified by a subsequent ordinance will continue in force until the effective date of the repealing ordinance.

The repeal or modification of any part of this Code does not affect any existing right acquired, or liability or obligation incurred, under the code sections amended or repealed unless the modifying ordinance expressly so provides. Any repealed or modified part of this Code will remain in force for the purpose of sustaining any proper legal proceedings and prosecutions related to the enforcement of such right or liability brought prior to the repeal or modification.

The repeal of any repealing ordinance, clause, or provision does not revive any former ordinance, clause, or provision unless expressly provided by ordinance.

If any provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid by a court of competent jurisdiction or other entity or agency having jurisdiction to make such determination, the remainder of this Ordinance and the application to other persons or circumstances remain in effect.

**Section 4. Effective date; application.** This ordinance shall be effective upon adoption. This Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the

purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

**Section 5. Recording of ordinance.** The City Clerk is directed to obtain all signatures required by the form of Ordinance adopted and maintain an executed original ordinance with the official records of the City of Morgantown, to be maintained, preserved, and accessed in accordance with the laws of the State of West Virginia and the City of Morgantown, and to take the following additional actions: Deliver an executed copy of this Ordinance to the Airport Director.

FIRST READING: \_\_\_\_\_

\_\_\_\_\_  
Mayor

SECOND READING: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

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

FILED: \_\_\_\_\_

**City of Morgantown**

**AND**

**In Tune Counseling LLC**

**Office Lease Agreement**

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**City of Morgantown  
and  
In Tune Counseling LLC  
Office Lease Summary**

<b>TYPE OF AGREEMENT</b>	Office Space
<b>TENANT</b>	In Tune Counseling
<b>REPRESENTATIVE(S)</b>	Sabrina Emery, Member
<b>NOTICE ADDRESS</b>	100 Hart Field Road, Suite 105G Morgantown, WV 26505 support@intunecounseling.org
<b>COMMENCEMENT DATE</b>	February 1, 2026
<b>TERM</b>	One (1) year
<b>RENEWAL OPTIONS</b>	Four (4) – One (1) year options
<b>TERMINATION DATE</b>	January 31, 2027
<b>LEASEHOLD/ASSIGNED PREMISES</b>	Suite 105A, First floor of Terminal
<b>INITIAL RENTAL RATE</b>	\$3,300 annually or \$275.00 monthly for 220ft <sup>2</sup> @ \$15/ft <sup>2</sup>
<b>RENTAL ADJUSTMENT</b>	CPI-U
<b>OTHER FEES, RATES AND CHARGES</b>	None
<b>AUTHORIZED USE(S)</b>	Office for providing psychological counseling

Note: This summary is presented as a reference of the agreement information at the time of execution. If there is a discrepancy between the information contained in this summary and the requirements contained in the remainder of the Lease, the requirements as stated in the remainder of the Lease will prevail.

**City of Morgantown  
Morgantown Municipal Airport**

**AND**

**In Tune Counseling LLC**

**Office Space Lease Agreement**

THIS LEASE AGREEMENT for office space (hereinafter referred to as the "Lease", is entered into this **1<sup>st</sup> day of February 2026**, by and between the **CITY OF MORGANTOWN**, c/o Morgantown Municipal Airport, Morgantown, West Virginia (hereinafter referred to as the "City"), and **In Tune Counseling LLC** (hereinafter referred to as the "Tenant").

**WITNESSETH:**

In consideration of the lease of certain real property and the covenants and agreements contained herein, the parties agree as follows:

**ARTICLE 1  
PREMISES**

The City hereby leases to Tenant, for its exclusive use as specifically authorized herein, and for no other use except as agreed to, and authorized herein, that space in the building commonly known as the Morgantown Municipal Airport Terminal Building [hereinafter the "Terminal"], described below and as shown on **Exhibit A** attached hereto and incorporated herein by reference [hereinafter the "**demised premises**"].

**Section 1.01 Demised Premises**

1. **Office Space:** Office of approximately 220 square feet of space located on the first floor at 100 Hart Field Road as shown on Exhibit A.

**Section 1.02 Acceptance of Demised Premises**

Tenant accepts the office space "AS IS" in its present condition. Tenant has had the right to inspect the space for suitability for the purposes it intends. Tenant acknowledges that neither the City nor its agents have made any representation or warranty as to the condition and/or suitability of the premises.

**Section 1.03 Use of Demised Premises**

1. The Tenant's use of the demised premises, is limited to the general operation of an office for providing psychological counseling. Any future expansion, or change in use, of the demised premises will require the prior written approval of the City.
2. The Tenant, in addition to the use of the demised premises, shall be entitled to the general use, in common with others, of all non-aviation airport facilities made available for use to the general public except as otherwise hereinafter provided.
3. For the purpose of this Agreement, "airport facilities" available to the Tenant and its employees shall include automobile parking areas, roadways, sidewalks, or other areas of the Airport, that have been constructed at City expense for the benefit of Airport tenants and the general public.
4. The use of the above-mentioned airport facilities by Tenant shall be subject to their full compliance with such rules and regulations as now exist or may hereafter be enacted by the City. Approved uses of airport facilities are also subject to the payment of such fees and charges, as may be non-discriminatorily established from time to time by the City for the maintenance, operation or replacement of these facilities.

**Section 1.04 Prohibited Uses**

The following activities are expressly prohibited.

1. The Tenant may not use any part of the demised premises for any activity or purpose, other than as expressly set forth and authorized in Section 1.03, unless such use is approved, in writing, by the City.
2. The Tenant, and its employees, is prohibited access to, or use of, areas and facilities in the Air Operations Areas of the Airport.
3. Tenant is prohibited from using or permitting the demised premises to be used for the sale to its employees, or to the public, of any goods or services not directly related to those activities authorized in this Agreement.

**ARTICLE 2  
GENERAL REQUIREMENTS**

**Section 2.01 Conduct of Operations on Demised Premises**

In its exercise and carrying out of the rights, privileges, duties, and obligations granted herein, and in its use of the demised premises, Tenant hereby obligates itself, and agrees to obligate all of its sub-lessees and/or occupants, to the following requirements and regulations:

1. Tenant shall not consent to any unlawful use of the demised premises, nor permit any such unlawful use thereof.
2. Tenant agrees that all local, federal, and state ordinances and laws will be observed in its use and occupancy of the demised premises, including the rules and regulations of the federal and state aeronautical authorities and the local governing authorities.
3. Tenant shall comply with all City rules, regulations, and ordinances as they now exist or may hereafter be amended or adopted.
4. The operations of Tenant, its sub-lessees, employees, invitees, and those doing business with it, shall conduct all activities in an orderly and proper manner so as not to annoy, disturb or to be offensive to others at the Morgantown Municipal Airport. The City shall have the right to complain to Tenant as to the demeanor, conduct and appearance of Tenant's employees, sub-lessees, invitees and those doing business with it, and as to its and/or their failure to utilize said facilities at times, and in the manner, and according to the standards, mandated by the City, whereupon Tenant will take all steps reasonably necessary to remove the cause of the complaint and bring the operations and services into compliance with such standards.
5. The Tenant shall comply with all rules and regulations of the State Fire Marshall in the conduct of its operations on the demised premises.
6. Tenant shall not cause or permit the use, generation, storage, or disposal in or about the demised premises or elsewhere at the Airport of any Hazardous Materials except in strict compliance with State and Federal environmental laws and regulations.
7. Tenant agrees to return the demised premises to the City at the expiration of this Agreement in the same condition as when taken, reasonable wear and tear excepted unless other arrangements are made with the City.

The City reserves the right to further develop its building structures and to lease the same for any lawful purpose whatsoever or to provide any services it deems necessary or desirable in its sole and absolute discretion, for the public, regardless of the desires or views of Tenant, and without interference or hindrance.

## ARTICLE 3 TERM AND COMPENSATION

### **Section 3.01 Initial Term**

The initial term of this Agreement shall be for a one-year period, commencing February 1, 2026, A.D, (Commencement Date) and terminating on January 31, 2027, A.D.

### **Section 3.02 Options to Renew**

At the end of the initial one year term of this Lease, the Tenant shall have the first option to renew this Agreement for the Premises, referred to in Article 1; **Provided**, that Tenant is not then in default.

1. Tenant shall have the option to renew this Agreement for four (4) additional one (1) year periods.
2. Prior to the conclusion of the initial and all renewal terms, The Tenant and City may initiate discussions regarding a new lease. The Tenant may declare its intention to begin negotiations on a new lease Agreement, in writing, on or before, the 180th day prior to the expiration of this Agreement. Such 180-day period shall expire at midnight of the last day of the Agreement.
3. During said 180-day period, all of the terms and conditions including the amount of rent and other fees to be paid under a new Agreement shall be negotiated in good faith by both parties and reduced to writing and executed. If a written lease Agreement is not executed by the Tenant prior to the end of this negotiation period, this Agreement shall terminate in accordance with Article 11.

### **Section 3.03 Termination**

This agreement shall be considered terminated by the Tenant on the terminating date of the agreement unless the Tenant provides the City written notice of Tenant's intent to renew the lease one hundred eighty (180) days prior to the expiration of the then current term.

### **Section 3.04 Rent**

1. **Office Rent.** The Tenant shall pay an annual office rent of **\$3,300.00**, which is equal to **\$15.00** per square foot for **220** square feet of office space. Said agreed rent shall be paid in advance monthly in twelve (12) equal installments of **\$275.00** due in advance the first day of each month.
2. **Payments:** All payments are to be made at the administrative office of the Morgantown Municipal Airport, 100 Hart Field Road, Morgantown, West Virginia 26505.
3. **Security Deposit:** N/A
4. **Lease Guarantee:** In the absence of a good business credit history of at least five (5) years prior to the commencement of this Agreement, Tenant agrees to arrange for a Lease Guaranty (personal or established business) that shall remain in full force and effect until all monthly installments of rent and charges due during the first 12 months of the Term of the Agreement have been paid, without regard to any security deposit noted above, construction bonds or other collateral held by or for the City for the performance of the terms or conditions of the Agreement, or the receipt, disposition, application, or release of any security deposit, construction bonds or other collateral, now or hereafter held by or for the City.

### **Section 3.05 Future Adjustments of Rents and Fees**

*The City reserves the right to adjust, or modify existing Airport fees and charges, or to establish additional fees and charges as necessary to maintain the financial integrity of the Airport through cost recovery and to make the Airport as self-sustaining as possible. Except for CPI adjustment of the annual ground site rent as noted below, all fees, rents and charges are subject to adjustment as a part of the City's annual budget approval process. Airport Tenants and the general public are provided the opportunity to comment on proposed fees, rents and charges changes during the budget approval process.*

Commencing on the first anniversary date of this agreement, and for each one (1) year period thereafter, the annual rental payment may be adjusted by dividing the initial rental rate by the U.S. City Average of the Consumer Price Index for All Urban Consumers (CPI-U) published immediately preceding the Effective Date of this Lease and multiplying the quotient thereof by the last Index (CPI-U) published immediately preceding each such one (1) year lease period  $\left(\frac{\text{initial rental rate}}{\text{initial CPI-U}}\right) \times (\text{current CPI} - U) = \text{new rental rate}$ ). At no time, however, shall said rental be less than the rental paid during the previous year period of this Agreement.

For purposes of this Agreement, the Consumers Price Index means the Index for "All Goods and Services" for Urban areas for the U.S. City Average as determined by the United States Department of Labor, Bureau of Statistics.

Should the United States Government revise its price index at any time, the parties hereto will follow such suggestions as the Government may issue for making an arithmetical changeover from one Index to another. Should the price index be wholly discontinued, then its successor or the most nearly comparable successor index thereof, adjusted back to the anniversary date, shall be used.

### **Section 3.06 Late Charges**

The Tenant shall pay to the City a late charge equal to 1.5% per month on all rent and fee charges which are 30 days past due. Said late charge shall commence on the past due amount from the date said payment was due and shall be computed to the date the past due amount is paid. This shall be in addition to, and in no way alters, any other rights reserved to the City, or existing in the City by virtue of the laws of the State of West Virginia, or by the terms of the Agreement.

### **Section 3.07 Surrender of Possession**

At the expiration of the term of this Agreement, including any renewal term(s), whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the demised premises to the City.

### **Section 3.08 Holding Over**

If Tenant shall, with the written consent of the City, hold over after the expiration of the term of this Agreement, including any renewal term(s), tenancy shall be on a month-to-month basis, which may be terminated as provided for by the laws of the State of West Virginia.

### **Section 3.09 Chronic Late Payment**

City may also terminate this Agreement for the reason that Tenant is chronically late with rental payments. Chronic late payments are defined as making a rental payment more than five (5) days after the due date on three (3) or more occasions during any consecutive 12-month period during the term of this Agreement.

### **Section 3.10 Returned/Dishonored Checks**

If Tenant makes a payment due under this Agreement with a check that has been returned/dishonored by the bank, pursuant to West Virginia law, Tenant shall pay a \$25.00 service fee in addition to the amount of the returned/dishonored check, payable within ten (10) days of receipt of City's written demand for such payment. If not paid in full within ten (10) days, it will be sent to Magistrate Court for collection. This amount is in addition to the late fee incurred.

### **Section 3.11 Application of Payment**

Money paid by Tenant to City for late fees and/or litigation settlements shall be applied first to interest, second to Court Costs legally chargeable to Tenant, third to attorney fees chargeable to Tenant, fourth to outstanding repair bills that are the responsibility of the Tenant, and fifth toward rent.

## **ARTICLE 4 TENANT'S FUTURE CONSTRUCTION REQUIREMENTS**

### **Section 4.01 Requirements for Improvements on Demised Premises**

N/A

### **Section 4.02 Future Construction Dates**

N/A

**Section 4.03 Approvals of Future Construction Plans**

N/A

**Section 4.04 Future Extension of Utilities or Special Facilities**

N/A

**Section 4.05 Alterations or Repairs to Premises**

The Tenant shall not construct, install, remove and/or modify internal, external or structural portions of the buildings constructed upon the demised premises without the prior written approval of the City. The Tenant shall submit for approval by the City, its plans and specifications for any proposed project as well as complying with all applicable code requirements and such other conditions considered by the City to be necessary.

**Section 4.06 Lien Indemnification**

Tenant shall keep the premises free from liens arising out of any work performed and/or materials ordered, or from any obligations incurred by Tenant. In the event any person or corporation shall, as a result of construction work being performed by or for the Tenant, attempt to assess a lien against the demised premises, the Tenant shall hold the City harmless from such claim, including the cost of defense.

**Section 4.07 Cost of Construction and Alterations**

N/A

**Section 4.08 As-built Drawings**

Within ninety (90) days following completion of any future construction by the Tenant and any subsequent additions, alterations or improvements, the Tenant shall present to the City a complete set of "as-built" drawings including, but not limited to, architectural renderings, specifications, plumbing, and electrical plans.

**Section 4.09 Security Interest on Leasehold Improvements for Construction**

Tenant shall have no right to place a security interest, or "mortgage", upon demised premises, for improvements financed by the Tenant.

**Section 4.10 Ownership of Improvements**

The building and associated site improvements constructed and paid for by the City, as well as any approved improvements to demised premises, constructed during the term of this agreement, whether paid for by the Tenant or the City, excluding Tenant's personal property, shall remain the property of the City.

**Section 4.11 Performance Bonds**

Tenant shall cause a surety bond to be issued in the amount of 100% of the building(s) and site development construction costs, prior to the beginning of any construction financed by Tenant, or another form of security acceptable to the City that assures that the funds to cover the cost of the project are irrevocably set aside and available to the City to complete the improvement to City owned property should the Tenant fail to do so.

## ARTICLE 5 OBLIGATION OF TENANT

**Section 5.01 Net Lease**

The use and occupancy of the demised premises by the Tenant will be without cost or expense to the City. It shall be the sole responsibility of the Tenant to maintain, repair and operate the entirety of the demised premises, and any approved improvements and facilities constructed thereon, at the Tenant's sole cost and expense.

**Section 5.02 Maintenance and Operation**

The Tenant shall maintain the demised premises at all times in a safe, neat and clean condition free of weeds, rubbish, or any unsightly accumulations of any nature whatsoever. The Tenant shall repair all damage to the demised premises caused by its employees, patrons, or its operation thereon.

1. The City remains responsible for the structural integrity of the building structure.

2. Upon occupancy, the Tenant shall be responsible for and perform all maintenance, including but not limited to:
  - a. Janitorial services, providing janitorial supplies, and rubbish. A dumpster is provided on site for tenant use.
  - b. The Tenant shall advise the City and obtain City's consent in writing before making changes involving structural changes to the premises, modifications or additions to plumbing, electrical or other utilities
  - c. The Tenant is responsible for maintaining electric loads within the designed capacity of the system. Prior to any change desired by the Tenant in the electrical loading which would exceed such capacity, written consent shall be obtained from the City.
  - d. The Tenant shall provide and maintain hand fire extinguishers for the demised premises in accordance with applicable fire and safety codes.
  
3. The City's Airport Director, at his discretion, shall be the sole judge of the quality of maintenance; and the Tenant, upon written notice by the City to the Tenant, shall be required to perform whatever maintenance the City deems necessary. If said maintenance is not undertaken by the Tenant within fifteen (15) days after receipt of written notice, the City shall have the right to enter upon the demised premises and improvements constructed thereon, and perform the necessary maintenance, the cost of which shall be borne by the Tenant as additional rent which shall be paid by the Tenant to the City in full within ten (10) days after the same has been billed.

### **Section 5.03 Utilities**

The City shall assume and pay for all costs or charges for utility services, including electrical, gas, telephone, and other such utilities furnished to the Tenant during the term hereof. Tenant shall be responsible for telephone and/or Internet services.

### **Section 5.04 Signs**

The Tenant shall not erect, maintain, or display upon the outside of any improvements on the demised premises any billboards or advertising signs without prior written approval by the City.

### **Section 5.05 Nondiscrimination**

The Tenant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (A) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the demised premises; (B) that in the construction of any improvements on, over, or under such land and the furnishing of services thereof no persons the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (C) that the Tenant shall use the demised premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and Transportation, and said Regulations may be amended, to the extent that said requirements are applicable, as a matter of law, to the Tenant.

With respect to the demised premises, the Tenant agrees to furnish services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; PROVIDED, that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Tenant will abide by the nondiscrimination requirements of Article 153 of the Codified Ordinances of the City of Morgantown.

### **Section 5.06 Observance of Statutes and Regulations**

The granting of this Agreement and its acceptance by the Tenant is conditioned upon the right to use the Airport facilities in common with others authorized to do so, provided however, that the Tenant shall observe and comply with any and all requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations and standards applicable to the Tenant for its use of the demised premises, including but not limited to, rules and regulations or standards promulgated from time to time by the City for the administration of the Airport.

**Section 5.07 Airport Security**

The Tenant recognizes the City's required compliance with Federal Aviation Regulations concerning airport security and agrees to comply with the Airport's Security Plan as it relates to its use of the demised premises and the Airport's public facilities.

**ARTICLE 6  
OBLIGATIONS OF THE CITY**

**Section 6.01 Operation as a Public Airport**

The City covenants and agrees that at all times it will operate and maintain the Airport facilities, as a public airport consistent with, and pursuant to, the "Sponsor's Assurances" given by the City to the United States Government under Federal Airport Act.

**Section 6.02 Ingress and Egress**

Upon paying the rental prescribed herein, and performing the covenants of this Agreement, the Tenant shall have the right of ingress to, and egress from, the demised premises for the Tenant, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitee over the roadway serving the area of the demised premises. Airport roadways shall be used jointly with other tenants of the Airport, and the Tenant shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City deems necessary.

**ARTICLE 7  
CITY'S RESERVATIONS**

**Section 7.01 Improvement, Relocation, or Removal of Structure**

In the event the City requires the demised premises for expansion, improvements, development of the airport, the City reserves the right, on a twelve (12) month notice, at no cost to the Tenant, to relocate Tenant to another generally comparable location on the Airport. All other Agreement terms shall remain in full force and effect. In the event of such relocation or replacement, the City agrees to suspend rental during any period such improvements are unusable.

**Section 7.02 Inspection of Demised Premises**

The City, through its duly authorized agent, shall have at any reasonable time with prior notice, the full and unrestricted right to enter the demised premises for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this Agreement.

**ARTICLE 8  
INDEMNITY AND INSURANCE**

**Section 8.01 Indemnification**

1. The Tenant agrees to indemnify, save, hold harmless and defend the City, its agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all reasonable expenses incidental to the investigation and defense thereof, in any way arising out of or resulting from any acts, omissions or negligence of the Tenant, its agents, employees, licensees, successors and assigns, or those under its control; in, on or about demised premises or upon demised premises; or in connection with its use and occupancy of demised premises or use of Airport; PROVIDED, HOWEVER, that the Tenant shall not be liable for any injury, damage, or loss to the extent occasioned by the sole negligence or willful misconduct of the City, its agents or employees. When knowledge of any action becomes known by the Tenant or the City, they shall give prompt written notice to the other party.
2. The Tenant shall indemnify, save, hold harmless, and defend the City, its agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all expenses or fines incidental to the investigation and defense thereof, in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, ordinances or regulations by the Tenant's agents, employees, licensees, successors and assigns, or those under its control. The Tenant shall not be liable for any claims, actions and expenses or fines, incidental to the investigation and defense thereof, in any way arising from or based upon

violation of any federal, state, or municipal laws, statutes, ordinances, or regulations by the City, its agents, employees, licensees, successors and assigns, or those under its control.

### **Section 8.02 Insurance**

1. Without limiting the Tenant's obligation to indemnify the City, the Tenant shall provide, pay for, and maintain in force at all times during the term of this Agreement a policy of comprehensive general liability insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than \$1,000,000.00 per occurrence; a policy of comprehensive automobile liability insurance in a combined single limit of not less than \$1,000,000.00; and statutory Workman's Compensation insurance.

The Tenant shall furnish the City, as evidence that such insurance is in force, a certified copy of the insurance Certificate including the City as an additional insured within thirty (30) days after the policy(s) is issued. Said policies shall be in a form and content satisfactory to the City and shall provide for thirty (30) days written notice to the City prior to the cancellation of or any material change in such policies.

2. Neither the City nor its agents shall be responsible for the theft of or damage to any personal property of Tenant or its guests or invitees, for damage, loss, or destruction of personal property of Tenant or of Tenant's guests or invitees because of fire, water, acts, or omissions of third parties or any cause whatsoever unless caused by the negligent acts of City of its agents.

Tenant shall procure and maintain, at its own expense, insurance covering Tenant's personal property and to the fullest extent possible without violating any such insurance coverage, Tenant waives all claims and subrogation rights against City arising out of any loss of or damage to any personal property owned by or in the possession or control of Tenant.

Each party also releases the other party from any other liability for loss, damage or injury caused by fire or other casualty for which insurance is carried by the insured party to the extent of any recovery by the insured policy under such insurance policy, other than as set forth in Section 8.04 and 8.05 below.

### **Section 8.03 Environmental Impairment**

The Tenant will comply with any environmental regulations affecting its operations throughout the term of this Agreement.

### **Section 8.04 Fire and Extended Coverage Insurance**

The Tenant shall, at its expense, procure and keep in force at all times during the term of this Agreement with a company suitable to the City, insurance on the demised property, including all improvements, against loss and damage by fire, and extended coverage perils. The Tenant shall furnish evidence of insurance. Insurance shall name the City as an additional insured.

### **Section 8.05 Application of Insurance Proceeds**

If the demised premises shall be partially or totally destroyed or damaged, the Tenant and the City, within thirty (30) days of the damage shall decide whether or not to proceed with restoration. If the City and the Tenant elect not to restore the same to their previous condition, the proceeds of insurance payable by reason of such loss the City shall be entitled to receive and apply the entire proceeds of any insurance covering such loss to the cleanup of the leased site, except those proceeds identified to cover the loss of Tenants personal property contained within demised premises. The Agreement shall then be canceled. If the damage results from an insurable cause and if the City elects to have the Tenant restore demised premises with reasonable promptness, the Tenant shall be entitled to receive and apply the entire proceeds of any insurance covering such loss to said restoration, including applicable site clean-up, in which event this Agreement shall be appropriately amended as necessary and continue in full force and effect.

### **Section 8.06 Performance Bonds**

The Tenant shall cause a surety bond to be issued in the amount of 100% of the demised premises restoration costs, prior to the beginning of any construction financed by the Tenant or for the restoration of demised premises that is over and above insurance proceeds, in accordance with Section 8.05 above, or another form of security acceptable to the City that assures that the funds to cover the cost of the project are irrevocably set aside and available to the City to complete the improvement to City owned property should the Tenant fail to do so.

**Section 8.07 Destruction of Premises (Uninsured Cause)**

In the event of damage to or destruction of the demised property by an uninsured cause, Tenant and the City shall decide, within thirty (30) days of the event, whether it will repair, restore, or rebuild the demised premises. Within sixty (60) days of the event, Tenant shall initiate restoration or raising activities and complete those activities within one hundred twenty (120) days of the event unless otherwise agreed by the City. In the event Tenant fails to take action as noted above, City shall have the right to restore the premises to its original condition. Tenant shall be liable for reimbursing the City for all costs incurred.

**ARTICLE 9  
CANCELLATION BY THE CITY**

**Section 9.01 Events of Default by Tenants**

Each of the following events shall constitute an "Event of Default by Tenant":

1. Tenant fails to pay rentals, fees, and charges when due, and such default continues for a period of ten (10) days after receipt of written notice from the City that such non-payment constitutes an event of default.
2. Tenant fails after receipt of written notice from the City to keep, perform or observe any term, covenant or condition of this Agreement, other than as set forth in paragraph 1 (above) and such failure continues for thirty (30) days after such receipt, or if by its nature such event of default by Tenants cannot be cured within such thirty (30) day period, Tenant fails to commence to cure or remove such event of default by the Tenant within said thirty (30) days and to cure or remove same as promptly as reasonably practicable.
3. Tenant abandons the premises. Tenant's intent not to re-occupy the premises may be presumed upon expiration of ten (10) days after receipt of written notice from the City that it believes in good faith that Tenant has abandoned the premises.
4. Tenant shall become insolvent, shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under and other law or statute of the United States or of any state thereof, or shall consent to the appointment of a receiver, trustee, or liquidation of all or substantially all of its property.
5. An Order for Relief shall be entered at the request of Tenant or any of its creditors under the federal bankruptcy or reorganization laws or under any law or statute of the United States or any state thereof.
6. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Tenant and shall not be dismissed within thirty (30) days after the filing thereof. Tenant shall pay to the City all reasonable costs and fees, including attorney and accounting fees and expenses, incurred by the City in the exercise of any remedy in the event of any default by the Tenant.
7. By or pursuant to, or under, any legislative act, resolution or rule, or any order of decree of any court or governmental board or agency, an officer, receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Tenant and such possession or control shall continue in effect for a period of fifteen (15) days.
8. Tenant shall become a corporation in dissolution, or voluntarily or involuntarily forfeit their corporate charter, other than through merger with a successor corporation.
9. The rights of the Tenant hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Paragraphs 3 through 7 above.

**Section 9.02 Remedies for Tenants' Default**

1. Upon the occurrence of an "Event of Default by the Tenant", Tenant shall remain liable to the City for all arrearages of rentals, fees or charges payable hereunder and for all preceding breach (es) of any covenant herein contained. The City, in addition to the right of termination, and to any other rights or remedies it may have at law or in equity, shall have the right of re-entry and may remove all Tenant's persons and property from the demised premises. Upon any such removal, Tenant's property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. Should the City elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may, at any time subsequent to an "Event of Default by the Tenant", either terminate this Agreement or re-let the demised premises and any improvements thereon, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Agreement) at such rentals, fees and charges, and upon such other terms and conditions, as the City, in its sole discretion, may deem advisable, with the right to make alterations repairs or improvements on said demised premises. No re-entry or re-letting of the demised premises by the City shall be construed as an election on the City's part to terminate this Agreement, unless a written notice of such intention is given to the Tenant. In re-letting the demised premises, the City shall make a good faith effort to obtain terms and conditions no less favorable to itself than those contained herein and otherwise seek to mitigate any damage it may suffer as a result of the "Event of Default by the Tenant".
2. Unless the City elects to terminate this Agreement, the Tenant shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until termination of this Agreement at the expiration date set forth herein.
3. In the event that the City re-lets the demised premises, rentals, fees and charges received by the City from such re-letting shall be applied: first, to the payment of any indebtedness other than rentals, fees and charges due hereunder from the Tenant to the City; second, to the payment of any cost of such re-letting; third, to the payment of rentals, fees and charges due and unpaid hereunder; and, the residue, if any, shall be held by the City and applied in payment of future rentals, fees and charges as the same may become due and payable hereunder. Should that portion of such rentals, fees and charges received from such re-letting applied to the payment of rentals, fees and charges due hereunder be less than the rentals, fees and charges payable during the applicable period, Tenant shall pay such deficiency to the City. The Tenant shall also pay to the City, as soon as ascertained, any costs and expenses incurred by such re-letting not covered by the rentals, fees and charges received from such re-letting.
4. Notwithstanding anything to the contrary in this Agreement, if a dispute arises between the City and Tenant with respect to any obligation or alleged obligation of the Tenant to make payment(s) to the City, the payment(s) under protest by the Tenant of the amount claimed by the Tenant to be due shall not waive any of the Tenants' rights, and if any court or other body having jurisdiction determines all, or any part, of the protested payment was not due, then the City shall as promptly as reasonably practicable reimburse the Tenant any amount determined as not due plus interest on such amount at the highest rate allowable under West Virginia law.
5. Tenant shall pay to the City all reasonable costs, fees (including attorneys and accountants) and expenses incurred by the City in the exercise of any remedy upon an event of default by the Tenant.

**ARTICLE 10  
CANCELLATION BY TENANT FOR  
EVENTS OF DEFAULT BY CITY**

**Section 10.01 Event of Default by City**

Each of the following events shall constitute an "Event of Default by City":

1. The City fails, after receipt of written notice from Tenant, to keep, perform or observe any term, covenant or condition herein contained to be kept, performed or observed by the City and such failure continues for thirty (30) days; or, if, by its nature, such "Event of Default by City" cannot be cured within such thirty (30) day period, the City fails to commence to cure or remove such "Event of Default by City" within said thirty (30) days and to cure or remove the same as promptly as reasonably practicable.

2. The City closes the Airport to flights in general or to the flights of the Tenant, for reasons other than weather, acts of God or other reasons beyond its control, and fails to reopen the Airport to such flights within sixty (60) days of such closure, and such closure negatively affects the Tenant's use of demised premises.
3. The Airport is permanently closed by act of any federal, state or local government agency having competent jurisdiction.
4. The City is unable to use the Airport for a period of at least sixty (60) days due to any law or any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of the airport, or any court of competent jurisdiction issues an injunction in any way preventing or restraining the use of the Airport, or any part thereof, for airport purposes, and such injunction remains in force for a period of at least sixty (60) days and such situation negatively affects the Tenant's use of demised premises.
5. The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict Tenant from conducting its operations, and such restrictions shall continue for a period of at least sixty (60) days.

### **Section 10.02 Remedies for City's Defaults**

Upon the occurrence of an "Event of Default by City", the Tenant shall have the right to suspend or terminate this Agreement and all rentals, fees and charges payable by Tenant under this Agreement shall abate during a period of suspension or shall terminate, as the case may be. In the event that Tenant's operations at Airport should be substantially restricted by action of any governmental agency having jurisdiction thereof, then Tenant shall, in addition to the rights of termination herein granted, have the right to a suspension of this Agreement, or part thereof, and abatement of an equitable proportion of the payments due hereunder, from the time of giving written notice of such election until such restrictions shall have been remedied and normal operations restored. In addition to its remedy of termination, the Tenant shall be entitled to all other remedies available to it by law or equity.

## **ARTICLE 11 RIGHTS UNDER TERMINATION**

### **Section 11.01 Fixed Improvements**

It is the intent of this Agreement that the leasehold improvements, alterations and items affixed thereto shall be and remain the property of the City during the entire term of this Agreement. Upon termination of this Agreement, the Tenant shall have no further rights under this Agreement nor shall it have any interest in the demised premises, buildings or improvements, constructed thereon.

### **Section 11.02 Personal Property**

Upon termination of this Agreement, the Tenant shall remove all personal property, and items not affixed, from the demised premises within sixty (60) days after said termination and restore the demised premises to its original condition. If the Tenant fails to remove said personal property, said property shall revert to City ownership and may thereafter be removed by the City at Tenant's expense.

## **ARTICLE 12 ASSIGNMENT AND SUBLETTING**

The Tenant shall not assign this Agreement or sublease, or any part hereof, in any manner whatsoever, or assign any of the privileges recited herein without the prior written consent of the City. Provided however:

1. Tenant may assign privileges of this agreement, and/or sublease space, in the Demised Premises directly to a parent, subsidiary or affiliate of Tenant, in the furtherance of its approved use of City / Airport facilities as detailed in 2.01, without City approval. However, Tenant remains obligated to notify City in writing of such assignment or sublease. Under such assignment or sublease, the Tenant remains fully responsible for the payment of all rents, fees and charges in accordance with the Agreement.
2. Any assignment of the privileges in this agreement, or sublease of Demised Premises, wherein the assignee/sub-lessee is responsible for the payment of rents, fees and charges directly to the City,

must receive the prior approval of the City. In such assignment or sublease, Tenant shall remain liable to the City for the remainder of the term of this Agreement to pay to the City any portion of the rental and fees provided for herein upon failure of the assignee or sub-lessee to pay the same when due.

3. Said assignee or sub-lessee in either case above, shall not further assign or sublease said Agreement or leased space except with the prior written approval of the City and the Tenant herein, and any assignment or sublease agreement initiated by the Tenant to any third party shall contain a clause to this effect.

### **ARTICLE 13 QUIET ENJOYMENT**

The City covenants that the Tenant, upon payment of the rentals reserved herein and the performance of each and every one of the covenants, agreements and conditions on the part of the Tenant to be observed and performed, shall and may, peaceably and quietly, have, hold and enjoy the demised premises for the term of this Agreement, free from molestation, or disturbance.

### **ARTICLE 14 GENERAL PROVISIONS**

#### **Section 14.01 Non-Interference with Operations of Airport**

The Tenant, by accepting this Agreement, expressly agrees for itself, its successors and assigns, that it will not make use of the demised premises in any manner which might interfere with the operations of the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Tenant.

#### **Section 14.02 Attorney's Fees**

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover interest and its reasonable attorney's fees.

#### **Section 14.03 Taxes and Special Assessments**

The Tenant shall pay any and all leasehold interest tax assessed on said demised premises and all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Tenant located on the demised premises, or other permitted portions of the Airport. The Tenant shall pay all real estate taxes attributed to the Tenant's leasehold interest and all other real estate taxes which may be levied and assessed which are attributed to the Tenant's leasehold interest in the demised premises. The Tenant shall pay all sales or use taxes and assessments, license fees or other charges of any kind or nature, without exception, levied or assessed, arising out of the activities conducted on, and/or the occupancy of, the demised premises.

#### **Section 14.04 Right to Contest**

The Tenant shall have the right to contest the validity or amount of any tax, assessment or charge, lien or claim of any kind in with respect to the demised premises. Tenant shall, if the City requires the same in writing and if the taxes or other assessments have not been paid under protest or otherwise escrowed or provided for, furnish reasonable security for the payment of all liability, costs and expenses at the end of the litigation, and Tenant, so long as the matter shall remain undetermined by final judgment, shall not be considered in default hereunder by the nonpayment thereof; provided however, that Tenant shall not, under these provisions, permit the premises or any buildings or improvements situated thereon, to be sold or forfeited, and failure by the Tenant to do what is necessary to prevent any such sale or forfeiture within ten (10) days from the publication or receipt of notice for sale or forfeiture, shall be deemed to be a default hereunder, and the City may, at its option, pay any such sum as may be required to avoid the sale or forfeiture and seek reimbursement for its cost from the Tenant or ownership of the buildings or improvements involved.

#### **Section 14.05 License Fees and Permits**

The Tenant shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

**Section 14.06 Non Exclusive Rights**

It is hereby specifically understood and agreed between the parties that nothing herein contained shall be construed as granting or authorizing the granting of exclusive rights to the Tenant or others, as defined in Section 308 of the Federal Aviation Act of 1958, as amended.

**Section 14.07 Paragraph Headings**

The Section paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any of the provision of this Agreement.

**Section 14.08 Interpretations**

This Agreement shall be interpreted in accordance with the laws of the State of West Virginia.

**Section 14.09 Non-Waiver**

No waiver by City of any agreement, condition or provision contained in this Agreement will be valid or binding unless expressed in writing and signed by the City. The waiver by City of any agreement, condition or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision contained in this Agreement, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Agreement be construed to waive or to lessen the right of City to insist upon the performance by Tenant in strict accordance with the terms of this Agreement. The subsequent acceptance of rent by City will not be needed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Agreement, other than the failure of Tenant to pay the particular rent so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

**Section 14.10 Severability**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Section 14.11 Binding Effect**

This Agreement, including all of its covenants, terms, provisions and conditions, shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

**Section 14.12 No Partnership**

Nothing contained in this Agreement shall be deemed to create the relationship of principal and agent or of a partnership or joint venture or any relationship between the City and Tenant other than the relationship of the City and Tenant.

**Section 14.13 Duty to be Reasonable**

Wherever in this Agreement the City is to give its consent, approval or otherwise exercise discretion in judgment, such consent, approval or judgment discretion shall not be unreasonably exercised or unreasonably withheld. When the City is called upon to give its consent or approval, or otherwise exercise its discretion and judgment as to financial matters which affect the City and the continuing operations of the Airport, the exercise of its judgment as to any such matters shall be solely and completely within the discretion of the City.

**Section 14.14 Notices**

Whenever any notice or payment is required by this Agreement to be made, given or transmitted to the parties hereto, such notices or payments shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to:

**Airport Director  
City of Morgantown  
Morgantown Municipal Airport  
100 Hart Field Road  
Morgantown, West Virginia 26505**

And notices, consents and approvals to the Tenant addressed to:

In Tune Counseling  
100 Hart Field Road, Suite 105G  
Morgantown, WV 26505

Or such other place as either party shall, by written directive, designate in the manner herein provided.

**Section 14.15 Entire Agreement**

This Office Lease Agreement constitutes the entire agreement between the parties. There are no verbal or written agreements between the parties that are to be considered a part of this Agreement unless they have been specifically enumerated herein and this Agreement supersedes all prior or other agreements, understandings, and representations. This Agreement may be amended solely by a written instrument, signed by all parties.

**Section 14.16 No Construction Against Drafting Party**

City and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Agreement and that this Agreement will not be construed against City merely because City has prepared it.

**Section 14.17 Third Party Beneficiaries**

It is specifically understood and agreed that no person shall be a third party beneficiary hereunder, and that none of the provisions of this Agreement shall be for the benefit of, or be enforceable by, anyone other than the parties hereto, and that only the parties hereto and their permitted assignees shall have rights hereunder.

**Section 14.18 Authorization and Execution**

By its execution hereof, Tenant and the City warrant that all necessary corporate action has been taken with regard to the authorization and execution of this Agreement and that the individual(s) executing this Lease Agreement on behalf of Tenant is/are duly authorized to do so. Whoever signs this Agreement on behalf of Tenant and the City hereby confirms that they have the appropriate authority and have been so authorized to execute this Agreement on behalf of Tenant and City, respectively.

**IN WITNESS WHEREOF**, the parties have caused this **Office Lease Agreement** to be executed on their behalf by their duly authorized officers.

**CITY OF MORGANTOWN**

**In Tune Counseling**

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

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

**Jamie Miller**  
City Manager

**Sabrina Emery**  
Member

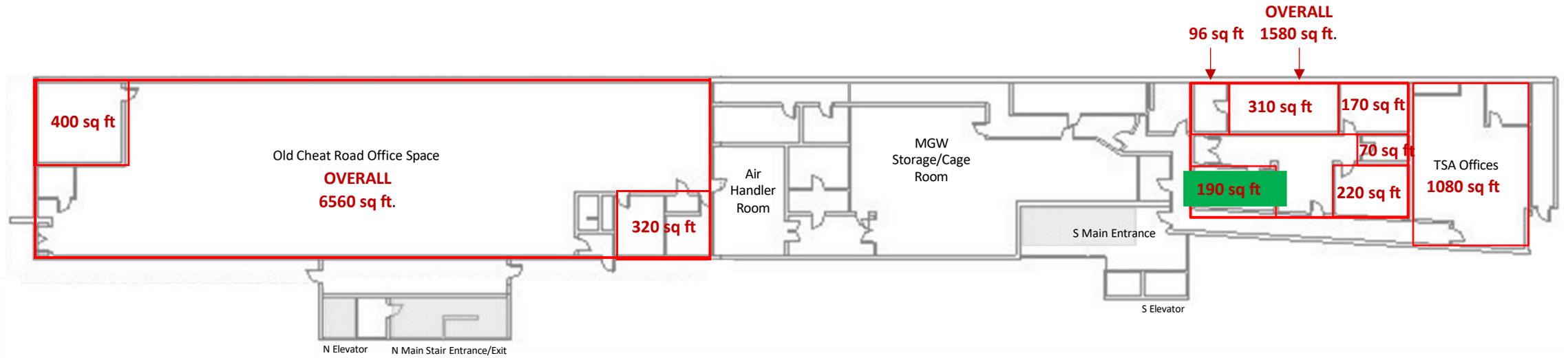
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# Morgantown Municipal Airport

## FIRST LEVEL





# City Council Agenda Item Summary

Council Meeting Date: January 20, 2026

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**Item:** Boards and Commissions Annual Reporting  
**Department:** Administration  
**Requested By:** Jamie Miller, City Manager  
**Strategic Goal:** Excellent and Responsible

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**Recommended Motion:** Move to approve an Ordinance providing for annual reporting by Boards and Commissions

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**Item Summary:**

Ordinance Number 2024-41 was adopted October 6, 2024 which amended the City Charter to remove the requirement that all boards and commissions established by City Council be required by ordinance to submit reports twice annually, and to replace that requirement with a Charter mandate that each board and commission prepare and submit one annual report.

The charter now reads: “Such boards, authorities or commissions shall not be under the direction or supervision of the City Manager, but every such board, authority or commission shall submit periodic reports annually, no later than the 30<sup>th</sup> day of June each year, to the Council and to the Manager by electronic delivery, indicating the entity’s activities during the preceding year and its financial condition, and such other reports and information as the Council may require.”

The proposed ordinance seeks to coordinate existing reporting requirements established by various sections of the ordinance with charter language. This ordinance revises enabling ordinances for boards and commissions where reporting is specified to refer to the annual report requirement now found at Section 4.02 of the City Charter. This ordinance is intended to clarify that, except for reports otherwise required by law, each board and commission should submit an annual report to the City on or about June 30 of each year, reporting on the board’s or commission’s activity for the preceding fiscal year.

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**Fiscal Impact:** The proposed ordinance is intended to be administrative in nature and coordinate various policy documents and should not have a fiscal impact.

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Ordinance No. 2026-

AN ORDINANCE OF THE CITY OF MORGANTOWN  
PROVIDING FOR ANNUAL REPORTING BY BOARDS AND COMMISSIONS

The City of Morgantown hereby ordains as follows:

**Section 1. Findings and Purpose.**

By Ordinance Number 2024-41, adopted October 6, 2024, the City Council amended the City Charter to remove the requirement that all boards and commissions established by City Council be required by ordinance to submit reports twice annually, and to replace that requirement with a Charter mandate that each board and commission prepare and submit one annual report, as follows: “Such boards, authorities or commissions shall not be under the direction or supervision of the City Manager, but every such board, authority or commission shall submit periodic reports annually, no later than the 30<sup>th</sup> day of June each year, to the Council and to the Manager by electronic delivery, indicating the entity's activities during the preceding year and its financial condition, and such other reports and information as the Council may require.” In order to coordinate existing reporting requirements established by ordinance, this ordinance revises enabling ordinances for boards and commissions where reporting is specified to refer to the annual report requirement now found at Section 4.02 of the City Charter. This ordinance is intended to clarify that, except for reports otherwise required by law, each board and commission should submit an annual report to the City on or about June 30 of each year, reporting on the board’s or commission's activity for the preceding fiscal year.

**Section 2. Adoption of Amendments to City Code provisions specifying reporting by boards and commission.**

The Articles of the City Code specified below, are hereby amended as follows (new matter underlined; deleted matter ~~stricken~~):

**ARTICLE 153. - HUMAN RIGHTS**

**Sec. 153.09. - Powers; functions; services.**

(f) To prepare a written report on its work, functions and services for each year ~~ending on June 30 and to deliver copies thereof to Council on or before~~ as and when required by Section 4.02 of the City Charter ~~December 1 next thereafter.~~

**ARTICLE 155. - PARKING AUTHORITY**

**Sec. 155.07. - Powers and duties.**

(g) The Parking Authority shall make ~~monthly~~ annual reports to Council as required by Sec and when required by Section 4.02 of the City Charter. Such reports shall show the financial condition of the various facilities operated by the Parking Authority including receipts and expenditures and any other information required by the City Charter or by City Council. The Parking Authority shall provide such other reports and information as Council may from time to time require or request. Any such reports may also in the discretion of the Parking Authority or at

the request of Council include such recommendations concerning the activities of the Parking Authority as may be determined proper.

#### **ARTICLE 159. - LIBRARY BOARD**

##### **Sec. 159.04. - Annual report to be made.**

The Board of Directors shall make an annual report as and when required by Section 4.02 of the City Charter ~~at the end of each fiscal year to the City Manager~~ stating the condition of the library property, the various sums of money received from the Library Fund and all other sources, and how such money was expended, the number of books and periodicals on hand, the number added during the year, the number withdrawn from circulation, the number of books lent, the number of registered users of such library, with such other statistics, information and suggestions as may be deemed of general interest and as may be required by the City Charter or by City Council. A copy of this report shall be sent to the State Library Commission; provided that any information required by City Charter or City Council but not required to be reported to the State Library Commission may be omitted from the report delivered to the State Library Commission.

#### **ARTICLE 160. - HOUSING ADVISORY COMMISSION**

##### **Sec. 160.07. - Written reports.**

The Commission shall submit annual reports as and when required by Section 4.02 of the City Charter ~~to the City Manager and Council~~ summarizing its past year's activities and recommendations for the ensuing year.

#### **ARTICLE 162. - WOODBURN COMMISSION**

##### **Sec. 162.07. - Written reports.**

The Commission shall submit annual reports as and when required by Section 4.02 of the City Charter ~~to the City Manager and Council~~ summarizing its past year's activities and recommendations for the ensuing year.

#### **ARTICLE 163. - URBAN LANDSCAPE COMMISSION**

##### **Sec. 163.09. - Annual report.**

~~Council may request a yearly report from the Urban Landscape Commission regarding its services provided throughout the previous year. This report may include information, statistics and recommendations which may be deemed of general interest.~~ The Commission shall submit annual reports as and when required by Section 4.02 of the City Charter.

#### **ARTICLE 167. - HISTORIC LANDMARKS COMMISSION**

##### **Sec. 167.08. - Annual report; reports to the Department of Culture and History.**

- (a) Annual reports shall be prepared and submitted to ~~Council and to~~ the State Historic Preservation office of the Department of Culture and History within 60 days after the end of the fiscal year or the portion of the fiscal year in the first year of establishment of the Commission. ~~The a~~ Annual reports to Council shall be submitted as and when required by Section 4.02 of the City Charter ~~contain the above information as well as budget requests and recommendations.~~
- (b) The Commission shall prepare and submit reports of Commission activities to the Historic Preservation officer in the Department of Culture and History as required by administrative regulations promulgated by that agency.

## **ARTICLE 169. - UTILITY BOARD**

### **Sec. 169.05. - Financial reports; minutes; budget.**

The Board shall provide reports ~~as and when required by Section 4.02 of the City Charter,; at least semiannually, or as otherwise required by law, to the City Manager and Council, indicating the Board's financial condition.~~ The Board shall also, if requested by the Mayor or City Manager provide the City with yearly audited financial statements, minutes of all meetings of the Board, an annual budget and other information as may reasonably be requested.

## **ARTICLE 178. - CIVILIAN POLICE REVIEW AND ADVISORY BOARD**

### **Sec. 178.06. - Reports.**

(a) *Annual report; work plan.* ~~On or before~~ As and when required by Section 4.02 of the City Charter January 31 of each year, the Board shall file ~~an annual report with the City Clerk setting forth the activities of the Board for the previous year and establishing a work plan for the Board for the current year, along with any other information required by City Charter or by City Council.~~ The City Clerk shall distribute the report to City Council, the City Manager, the Chief of the Morgantown Police Department, and the President of the Morgantown Police Civil Service Commission.

(b) *Statistical data and reporting.* No less than annually, the Board shall collect and report statistical data relating to the operations of the Morgantown Police Department including calls for assistance, stops, arrests, charges, and convictions, which will include demographic data such as race, sex, age, and other relevant and available characteristics of involved persons. The Morgantown Police Department and the Board will work together to collect, maintain, and report the data while ensuring that all appropriate or required privacy and confidentiality protections are afforded to the individuals involved in the incidents underlying the reported data.

## **ARTICLE 179. - HEALTH AND WELLNESS COMMISSION**

### **Sec. 179.09. - Semi-annual report.**

~~City Council may request a semi-annual report from the Health and Wellness Commission regarding its services provided to the City. The Commission shall submit annual reports as and when required by Section 4.02 of the City Charter.~~ This report may include information, statistics, financial data, and recommendations which may be deemed of interest to City Council.

## **ARTICLE 180. - CULTURAL ARTS COMMISSION**

### **Sec. 180.08. - Reports.**

(a) *Minutes.* The Commission, by its Secretary or such other person as determined appropriate, shall record and keep written minutes of each meeting reflecting, at minimum, the official action of the Commission taken at each meeting, the members present, and such other information as may be required by the Open Governmental Proceedings Act. The minutes shall be open to public inspection and shall be filed with the City Clerk upon approval by the Commission. Approval of minutes shall be made at the next regular meeting following any meeting of the Commission.

(b) *Annual report.* ~~On or before~~ As provided in Section 4.02 of the City Charter January 31st of each year, the Commission shall file an annual report ~~with the City Manager and City Council setting forth the activities of the Commission in the prior calendar year, along with any other information required by City Charter or by City Council.~~

**ARTICLE 1387. - PLANNING COMMISSION**

**Sec. 1387.02. - Powers and duties.**

The Morgantown Planning Commission has the following powers and duties:

- (i) Make an annual report as and when required by Section 4.02 of the City Charter to City Council concerning the operation of the Planning Commission and the status of planning within the City along with any other information required by the City Charter or City Council.

**Section 3. Repeal, Savings, Severability.**

Any section of this Code repealed or modified by a subsequent ordinance will continue in force until the effective date of the repealing ordinance.

The repeal or modification of any part of this Code does not affect any existing right acquired, or liability or obligation incurred, under the code sections amended or repealed unless the modifying ordinance expressly so provides. Any repealed or modified part of this Code will remain in force for the purpose of sustaining any proper legal proceedings and prosecutions related to the enforcement of such right or liability brought prior to the repeal or modification.

The repeal of any repealing ordinance, clause, or provision does not revive any former ordinance, clause, or provision unless expressly provided by ordinance.

If any provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid by a court of competent jurisdiction or other entity or agency having jurisdiction to make such determination, the remainder of this Ordinance and the application to other persons or circumstances remain in effect.

**Section 4. Effective date; application.** This ordinance shall be effective **upon adoption**. This Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

**Section 5. Recording of ordinance.** The City Clerk is directed to obtain all signatures required by the form of Ordinance adopted and maintain an executed original ordinance with the official records of the City of Morgantown, to be maintained, preserved, and accessed in accordance with the laws of the State of West Virginia and the City of Morgantown, and to take the following additional actions: **[List]**

FIRST READING: \_\_\_\_\_

\_\_\_\_\_  
Mayor

SECOND READING: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

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

FILED: \_\_\_\_\_

# City Council Agenda Item Summary

Council Meeting Date: January 20, 2026

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**Item:** Resolution for Substantial Amendment to the Community Development Block Grant (CDBG) Annual Action Plan  
**Department:** Administration  
**Requested By:** Robyn Hess, Grant Writer/Program Manager CDBG Program  
**Strategic Goal:** Compassionate and Engaged; Excellent and Responsible

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**Recommended Motion:** Move to approve a Resolution approving a Substantial Amendment to CDBG to the FY2025 Annual Action Plans for the use of Community Development Block Grant (CDBG) Funds.

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## Item Summary:

The City of Morgantown receives an annual formula-based entitlement grant through the Department of Housing and Urban Development (HUD). The city is required to adopt Multi-Year and Annual Action Plans that outline the use of funding under this project. City Council approved the FY2025 CDBG Annual Action Plan. HUD runs a timeliness test on grantees and certain criteria must be met. In September, a substantial amendments were passed to continue to reallocate funds to meet this time requirement. This proposed amendment continues to work to meet the time requirements.

One of the key needs/wants identified during the Lower Greenmont Open Space Listening Meeting held on WED, 17 SEP 2025 was the construction of a pedestrian bridge near the Essie's Sweet Shoppe to connect the Greenmont Neighborhood to Whitmore Park, Deckers Creek Trail, and the proposed bike and skate park.

Although the initial plan contemplated the bridge, it was not initially a part of the main project for the Lower Greenmont Open Space project planning and budget. Since the listening session, the city has been very fortunate that West Virginia University has since agreed to donate a 100-foot pre-engineered advanced fiber-reinforced polymer (FRP) and steel with timber decking pedestrian bridge that was a part of a demonstration/research project in the Statler College of Engineering and Mineral Sciences.

By prioritizing the installation of this pedestrian bridge, the city can deliver a meaningful public benefit now – improving access, enhancing walkability, and supporting long-term mobility goals. The planned improvements to the Lower Greenmont open space

## City Council Agenda Item Summary

remains a priority, but reallocating funds to the pedestrian crossing bridge allows this improvement to move forward, and will assist with timeliness goals.

When additional year resources are awarded, preferably presented to the community as a part of the City's FY 2026 CDBG Annual Action Plan, the additional improvements to this greenspace will continue to move forward. This approach ensures responsible stewardship of limited funds and leverages an unexpected opportunity to meet an immediate community need. Sufficient CDBG funds remain across multiple CDBG Action Plans to finalize the Lower Greenmont Open Space's property acquisition, demolition and clearance, and site cleanup in the near term.

The proposed Lower Greenmont Pedestrian Bridge project scope includes disassembling the existing bridge that is currently located on West Virginia University's agronomy farm; transporting bridge components; design and construction of two (2) new abutments outside the Special Flood Hazard Area and above the Federal Flood Risk Management Standard (FFRMS) Floodplain on either side of Deckers Creek; reassembling the bridge and setting the bridge; construction of ADA compliant ramps at both bridge entrances; rerouting the Deckers Creek Trail around the bridge entrance on the east side of Deckers Creek; constructing, as needed, a retaining wall to support the new routed trail path of the Deckers Creek Trail; and, paving the new routed trail path. New abutments will be several feet behind and will not encroach on the existing abutments that once supported a temporary vehicular bridge several years ago. As both new abutments will be within an improved roadway (west side) and former railway line (east side), no new ground disturbance will be conducted as a part of the project.

### **Action Plan Activities:**

1. **CD-25-06 Lower Greenmont Neighborhood Park Improvement.** Reduce project/activity by \$221, 248.00 for a new FY 2025 project/activity CDBG budget by \$15,000 and reallocate same to new a new project/activity titled Lower Greenmont Pedestrian Bridge.
2. **CD-25-07 Pedestrian Crossing Accessibility Improvements.** Cancel this project/activity and reallocate \$80,000 in 2025 CDBG funds to a new project/activity titled Lower Greenmont Pedestrian Bridge.
3. **CD-25-08 Lower Greenmont Pedestrian Bridge.** Create a new project/activity and allocate \$301, 248.00 in FY 2025 CDBG funds to the new line-item. CDBG funds will be used for the installation of a pedestrian bridge that will span Deckers Creek in lower area of Greenmont Neighborhood near the intersection of East Brockway and Pennsylvania Avenues. connecting Greenmont Neighborhood residents to Whitmore Park and the Deckers Creek Trail. The 100-



## City Council Agenda Item Summary

foot pedestrian bridge is pre-engineered advanced fiber-reinforced polymer (FRP) and steel with timber.

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**Fiscal Impact:** The proposed substantial amendment does not change the amount of funds, but reallocates funds to a newly defined Lower Greenmont Pedestrian Bridge project to allow for continued progress related to the installment of the pedestrian bridge.

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**A RESOLUTION OF THE COUNCIL OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY APPROVING AND AUTHORIZING THE SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) OF A SUBSTANTIAL AMENDMENT TO THE FY 2025 ANNUAL ACTION PLAN FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

**WHEREAS**, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or other urgent community development needs; and

**WHEREAS**, the City of Morgantown had previously approved the budget and Annual Action Plans for Fiscal Year 2025, which proposed how entitlement grant funds would be expended to address the housing and community development needs identified in the City's Five-Year Consolidated Plan; and

**WHEREAS**, HUD permits grant recipients to revise and amend its previous budgets and Annual Action Plans; and

**WHEREAS**, in accordance with the Federal Regulations governing the CDBG Program, certain changes and revisions to an Annual Action Plan may be considered a Substantial Amendment as outlined in the City of Morgantown's Citizen Participation Plan; and

**WHEREAS**, a draft of the Substantial Amendment to the FY 2025 Annual Action Plan was on public display from December 17, 2025 through January 15, 2026 and the City held a public hearing on January 8, 2026 concerning said amendment, and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final Substantial Amendment document.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, AS FOLLOWS:**

**SECTION 1.** That the amended Annual Action Plan for the Fiscal Years 2025 concerning the use of CDBG funds is hereby in all respects approved as presented, which includes the following:

**Amended FY 2025 Annual Action Plan CDBG Activities:**

- CD-25-06 Lower Greenmont Neighborhood Park Improvements. Reduce this project/activity by \$221,248.00 for a new FY 2025 project/activity CDBG budget of \$15,000.00 and reallocate same to a new project/activity titled Lower Greenmont Pedestrian Bridge

- CD-25-07 Pedestrian Crossing Accessibility Improvements. Cancel this project/activity and reallocate \$80,000.00 in 2025 CDBG funds to a new project/activity titled Lower Greenmont Pedestrian Bridge.
- CD-25-08 Lower Greenmont Pedestrian Bridge. Create a new project/activity and allocate 301,248.00 in FY 2025 CDBG funds to the new line-item. CDBG funds will be used for the installation of a pedestrian bridge that will span Deckers Creek in the lower area of the Greenmont Neighborhood near the intersection of E. Brockway Avenue and Pennsylvania Avenue connecting Greenmont Neighborhood residents to Whitmore Park and the Deckers Creek Trail. The 100-foot pedestrian bridge is pre-engineered advanced fiber-reinforced polymer (FRP) and steel with timber decking.

**SECTION 2.** That the City Manager, on behalf of the City of Morgantown, West Virginia, is authorized to sign and submit the Substantial Amendment to the FY 2025 Annual Action Plan to the U.S. Department of Housing and Urban Development. The City Clerk is hereby directed to file a copy of said Substantial Amendment with the Official Minutes of this regular meeting of City Council.

**SECTION 3.** That the City Manager, on behalf the City of Morgantown, West Virginia, is AUTHORIZED to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental information or revised data which the U.S. Department of Housing and Urban Development may request in review of the City’s subject Substantial Amendments.

**ADOPTED INTO A RESOLUTION THIS 20<sup>th</sup> DAY OF JANUARY 2026 BY THE COUNCIL OF THE CITY OF MORGANTOWN, WEST VIRGINIA.**

IN WITNESS WHEREOF, I, [REDACTED], Mayor of the City of Morgantown, West Virginia have hereunto set my hand and caused the Official Seal of the City of Morgantown to be affixed this 20<sup>th</sup> day of January 2026.

\_\_\_\_\_  
 [REDACTED], Mayor

\_\_\_\_\_  
 Christine Wade, City Clerk

# CITY OF MORGANTOWN, WEST VIRGINIA



## SUBSTANTIAL AMENDMENT TO THE FY 2025 ANNUAL ACTION PLAN FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

**SUBMITTED BY:**

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

**SUBMITTED TO:**

U.S. Department of Housing & Urban Development  
Community Planning and Development  
William S. Moorhead Federal Building  
1000 Liberty Avenue, Suite 1000  
Pittsburgh, PA 15222





## CITY OF MORGANTOWN, WV SUBSTANTIAL AMENDMENT

### FY 2025 PROGRAM YEAR – CDBG FUNDS

#### A. EXECUTIVE SUMMARY

It is necessary for the City of Morgantown to process a “Substantial Amendment” to the City’s FY 2025 Annual Action Plan for the use of Community Development Block Grant (CDBG) funds. In accordance with CDBG Program Regulations, the City is allowed to make Substantial Amendments to its Annual Plans and Budgets in accordance with the City’s Citizen Participation Plan.

The City has determined that it is necessary to amend the previously approved CDBG program year’s budget. This is considered a substantial amendment in accordance with the City’s Citizen Participation Plan as the following applies: change in allocation priorities and proposing undertakings not previously described in the Annual Action Plan.

#### **Amended FY 2025 Annual Action Plan CDBG Activities:**

- CD-25-06 Lower Greenmont Neighborhood Park Improvements. Reduce this project/activity by \$221,248.00 for a new FY 2025 project/activity CDBG budget of \$15,000.00 and reallocate same to a new project/activity titled Lower Greenmont Pedestrian Bridge
- CD-25-07 Pedestrian Crossing Accessibility Improvements. Cancel this project/activity and reallocate \$80,000.00 in 2025 CDBG funds to a new project/activity titled Lower Greenmont Pedestrian Bridge.
- CD-25-08 Lower Greenmont Pedestrian Bridge. Create a new project/activity and allocate 301,248.00 in FY 2025 CDBG funds to the new line-item. CDBG funds will be used for the installation of a pedestrian bridge that will span Deckers Creek in the lower area of the Greenmont Neighborhood near the intersection of E. Brockway Avenue and Pennsylvania Avenue connecting Greenmont Neighborhood residents to Whitmore Park and the Deckers Creek Trail. The 100-foot pedestrian bridge is pre-engineered advanced fiber-reinforced polymer (FRP) and steel with timber decking.



## CITY OF MORGANTOWN, WV SUBSTANTIAL AMENDMENTS

## FY 2025 PROGRAM YEAR – CDBG FUNDS

CD-25-06	
<b>Project Name</b>	<b>Lower Greenmont Neighborhood Park Improvements</b>
<b>Target Area</b>	Citywide
<b>Goals Supported</b>	CDS-1 Community Facilities
<b>Needs Addressed</b>	Community Development Strategy
<b>Funding</b>	CDBG: \$15,000.00
<b>Description</b>	CDBG funds will be used for the development of a neighborhood park in Lower Greenmont. The project will include the acquisition of property, closing costs, attorney fees, appraisal services, architectural/engineering fees, surveys, demolition, site cleanup, grading, clearing and grubbing, fencing, retaining walls, walking path, installation of benches and trash receptacles, pavilion, planting, sidewalk, lighting, and construction of ADA parking space. (Multi-year Activity)
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	2,010 people
<b>Location Description</b>	Service Area: C.T. 109.1, B.G. 2 and 4
<b>Planned Activities</b>	The national objective is Low/Mod Area Benefit (LMA). The matrix code is 03F – Parks, Recreational Facilities 570.201(c).
CD-25-08	
<b>Project Name</b>	<b>Lower Greenmont Pedestrian Bridge</b>
<b>Target Area</b>	Citywide
<b>Goals Supported</b>	CDS-1 Community Facilities
<b>Needs Addressed</b>	Community Development Strategy
<b>Funding</b>	CDBG: \$301,248.00
<b>Description</b>	CDBG funds will be used for the installation of a pedestrian bridge that will span Deckers Creek in the lower area of the Greenmont Neighborhood near the intersection of E. Brockway Avenue and Pennsylvania Avenue connecting Greenmont Neighborhood residents to Whitmore Park and the Deckers Creek Trail. The 100-foot pedestrian bridge is pre-engineered advanced fiber-reinforced polymer (FRP) and steel with timber decking.
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	2,010 people
<b>Location Description</b>	Service Area: C.T. 109.1, B.G. 2 and 4
<b>Planned Activities</b>	The national objective is Low/Mod Area Benefit (LMA). The matrix code is 03K – Street Improvements 570.201(c).



CITY OF MORGANTOWN, WV SUBSTANTIAL AMENDMENTS

FY 2025 PROGRAM YEAR – CDBG FUNDS

## B. CITIZEN PARTICIPATION

The following notice is to be published in *Dominion Post* on Tuesday, December 16, 2025.

**NOTICE OF PUBLIC HEARING  
CITY OF MORGANTOWN, WEST VIRGINIA  
SUBSTANTIAL AMENDMENT TO THE FY 2025 ANNUAL ACTION PLAN  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

The purpose of this notice is to present a Substantial Amendment to the City of Morgantown's FY 2025 Annual Action Plan for the use of Community Development Block Grant (CDBG) funds.

Notice is also hereby given that the City of Morgantown, West Virginia will hold a public hearing on Thursday, January 8, 2026 at 10 a.m., prevailing time, in the first floor conference room at 430 Spruce Street, Morgantown, WV 26505 on the proposed Substantial Amendment. The conference room and 430 Spruce Street are accessible to persons with physical disabilities. If special arrangements are needed to accommodate any persons with disabilities, those with hearing or vision impairments, or those with limited English proficiency, in order for them to participate in the public hearing, please contact Ms. Robyn Hess, City Grant Writer, City of Morgantown, at (304) 284-7479, [rhess@morgantownwv.gov](mailto:rhess@morgantownwv.gov), to make those arrangements, or for persons who may have a hearing impediment, please contact 7-1-1 for the TTY/TTD relay. If requested, a foreign language and/or sign language interpreter will be provided if the City is notified three (3) days in advance of the meeting.

The purpose of this public hearing is to present Substantial Amendment to the City's FY 2025 Annual Action Plan for the use of CDBG funds. In accordance with program regulations, the City is allowed to make substantial amendments to its Annual Action Plans and Budgets in accordance with the City's Citizen Participation Plan. The City has determined that it is necessary to amend the approved CDBG program budgets for the previously approved FY 2025 Annual Action Plan. These funds will be reprogrammed from previously approved projects/activities to new a project/activity. These are considered substantial amendments in accordance with the City's Citizen Participation Plan as the following applies: change in allocation priorities and proposing undertakings not previously described in the Annual Action Plan.

**Amended FY 2025 Annual Action Plan CDBG Activities:**

- CD-25-06 Lower Greenmont Neighborhood Park Improvements. Reduce this project/activity by \$221,248.00 for a new FY 2025 project/activity CDBG budget of \$15,000.00 and reallocate same to a new project/activity titled Lower Greenmont Pedestrian Bridge
- CD-25-07 Pedestrian Crossing Accessibility Improvements. Cancel this project/activity and reallocate \$80,000.00 in 2025 CDBG funds to a new project/activity titled Lower Greenmont Pedestrian Bridge.
- CD-25-08 Lower Greenmont Pedestrian Bridge. Create a new project/activity and allocate 301,248.00 in FY 2025 CDBG funds to the new line-item. CDBG funds will be used for the installation of a pedestrian bridge that will span Deckers Creek in the lower area of the



**CITY OF MORGANTOWN, WV SUBSTANTIAL AMENDMENTS  
FY 2025 PROGRAM YEAR – CDBG FUNDS**

Greenmont Neighborhood near the intersection of E. Brockway Avenue and Pennsylvania Avenue connecting Greenmont Neighborhood residents to Whitmore Park and the Deckers Creek Trail. The 100-foot pedestrian bridge is pre-engineered advanced fiber-reinforced polymer (FRP) and steel with timber decking.

In accordance with the regulations and requirements of the U.S. Department of Housing and Urban Development (HUD), this Substantial Amendment will be on public display for review and comment for a period of thirty (30) days, beginning Wednesday, December 17, 2025. The Substantial Amendment will be available for review on the City of Morgantown website at <http://www.morgantownwv.gov/>, as well as at the following locations:

**City of Morgantown**  
430 Spruce Street  
Morgantown, WV 26505  
**BOPARC Senior Center**  
287 Eureka Drive  
Morgantown, WV 26505

**Morgantown City Library**  
373 Spruce Street  
Morgantown, WV 26505  
**BOPARC Office**  
Marilla Park  
Morgantown, WV 26505

Written or oral comments are to be directed to Ms. Robyn Hess, Grant Writer by email to [rhess@morgantownwv.gov](mailto:rhess@morgantownwv.gov), by mail to the City Manager’s Office, 430 Spruce Street, Morgantown, WV 26505, or by phone at (304) 284-7479 or 7-1-1 for persons with hearing or speech impairments. All comments received by 4 p.m., prevailing time, on Thursday, January 15, 2026 will be considered by the City of Morgantown prior to submitting these Substantial Amendments to City Council for approval at their Tuesday, January 20, 2026 Regular Meeting. Once approved, the City intends to submit these Substantial Amendments to HUD on or after January 21, 2026.

All interested residents are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the proposed substantial amendments to the use of CDBG funds under the FY 2025 Annual Action Plan.

**Jamie Miller, City Manager**  
City of Morgantown



**CITY OF MORGANTOWN, WV SUBSTANTIAL AMENDMENTS**

**FY 2025 PROGRAM YEAR – CDBG FUNDS**

**C. RESOLUTION**

The following Resolution will be proposed for consideration by the Morgantown City Council during its Regular Meeting on Tuesday, January 20, 2026.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY APPROVING AND AUTHORIZING THE SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) OF A SUBSTANTIAL AMENDMENT TO THE FY 2025 ANNUAL ACTION PLAN FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

**WHEREAS**, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or other urgent community development needs; and

**WHEREAS**, the City of Morgantown had previously approved the budget and Annual Action Plans for Fiscal Year 2025, which proposed how entitlement grant funds would be expended to address the housing and community development needs identified in the City's Five-Year Consolidated Plan; and

**WHEREAS**, HUD permits grant recipients to revise and amend its previous budgets and Annual Action Plans; and

**WHEREAS**, in accordance with the Federal Regulations governing the CDBG Program, certain changes and revisions to an Annual Action Plan may be considered a Substantial Amendment as outlined in the City of Morgantown's Citizen Participation Plan; and

**WHEREAS**, a draft of the Substantial Amendment to the FY 2025 Annual Action Plan was on public display from December 17, 2025 through January 15, 2026 and the City held a public hearing on January 8, 2026 concerning said amendment, and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final Substantial Amendment document.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, AS FOLLOWS:**

**SECTION 1.** That the amended Annual Action Plan for the Fiscal Years 2025 concerning the use of CDBG funds is hereby in all respects approved as presented, which includes the following:

**Amended FY 2025 Annual Action Plan CDBG Activities:**

- CD-25-06 Lower Greenmont Neighborhood Park Improvements. Reduce this project/activity by \$221,248.00 for a new FY 2025 project/activity CDBG budget of \$15,000.00 and reallocate same to a new project/activity titled Lower Greenmont Pedestrian Bridge



**CITY OF MORGANTOWN, WV SUBSTANTIAL AMENDMENTS**

**FY 2025 PROGRAM YEAR – CDBG FUNDS**

- CD-25-07 Pedestrian Crossing Accessibility Improvements. Cancel this project/activity and reallocate \$80,000.00 in 2025 CDBG funds to a new project/activity titled Lower Greenmont Pedestrian Bridge.
- CD-25-08 Lower Greenmont Pedestrian Bridge. Create a new project/activity and allocate 301,248.00 in FY 2025 CDBG funds to the new line-item. CDBG funds will be used for the installation of a pedestrian bridge that will span Deckers Creek in the lower area of the Greenmont Neighborhood near the intersection of E. Brockway Avenue and Pennsylvania Avenue connecting Greenmont Neighborhood residents to Whitmore Park and the Deckers Creek Trail. The 100-foot pedestrian bridge is pre-engineered advanced fiber-reinforced polymer (FRP) and steel with timber decking.

**SECTION 2.** That the City Manager, on behalf of the City of Morgantown, West Virginia, is authorized to sign and submit the Substantial Amendment to the FY 2025 Annual Action Plan to the U.S. Department of Housing and Urban Development. The City Clerk is hereby directed to file a copy of said Substantial Amendment with the Official Minutes of this regular meeting of City Council.

**SECTION 3.** That the City Manager, on behalf the City of Morgantown, West Virginia, is AUTHORIZED to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental information or revised data which the U.S. Department of Housing and Urban Development may request in review of the City’s subject Substantial Amendments.

**ADOPTED INTO A RESOLUTION THIS 20<sup>th</sup> DAY OF JANUARY 2026 BY THE COUNCIL OF THE CITY OF MORGANTOWN, WEST VIRGINIA.**

IN WITNESS WHEREOF, I, \_\_\_\_\_, Mayor of the City of Morgantown, West Virginia have hereunto set my hand and caused the Official Seal of the City of Morgantown to be affixed this 20<sup>th</sup> day of January 2026.

\_\_\_\_\_  
 \_\_\_\_\_, Mayor

\_\_\_\_\_  
 Christine Wade, City Clerk



Area Map: Proposed Location of Donated 100ft FRP Bridge



Area Map: Lower Greenmont Neighborhood