



The City of Morgantown

389 Spruce Street
Morgantown, West Virginia 26505
(304) 284-7439 Fax: (304) 284-7525
www.morgantownwv.gov

Office of the City Clerk

AGENDA REGULAR MEETING

**June 1, 2021
7:00 p.m.**

To protect public health during the COVID-19 pandemic, personal attendance at the meeting is not permitted. This meeting will take place via WebEx at <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> using the meeting number 793 734 477. The meeting will be broadcast live on Morgantown 15 and live streamed via the City of Morgantown website at <https://morgantownwv.viebit.com/>. The public can also listen live by calling 415-655-0001 and using the access code 793 734 477. If members of the public wish to comment on a particular issue or public hearing, they should fill out the public comment sign-up form on our website, prior to the start of the meeting which can be found at: <http://bit.ly/MCC060121>. Additionally, the public can submit written comments via email to the City Clerk at cwade@morgantownwv.gov.

1. CALL TO ORDER:

2. ROLL CALL:

3. PLEDGE:

4. APPROVAL OF MINUTES: May 4, 2021, Regular Meeting minutes; May 18, 2021, Special Meeting; May 25, 2021, Special Meeting minutes; May 25, 2021, Committee of the Whole Meeting minutes.

5. CORRESPONDENCE: LGBTQ+ Month Proclamation

6. PUBLIC HEARINGS:

A. AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET (Revision 07) ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND

B. AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET (Revision 02) ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE COAL SEVERANCE FUND

7. UNFINISHED BUSINESS:

A. Consideration of APPROVAL of (SECOND READING) of AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET (Revision 07) ATTACHED HERETO AND MADE A PART OF

THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND (*First reading 05/18/2021*)

- B. Consideration of APPROVAL of (SECOND READING) of AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET (Revision 07) ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE COAL SEVERANCE FUND** (*First reading 05/18/2021*)

C. BOARDS & COMMISSIONS:

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

9. SPECIAL COMMITTEE REPORTS:

A. CIVILIAN POLICE REVIEW & ADVISORY BOARD – *Deputy Mayor Fetty, Chair; Mayor Dulaney, Vice-Chair*

B. SPECIAL COMMITTEE ON UNSHELTERED HOMELESSNESS – *Mayor Dulaney, Chair; Deputy Mayor Fetty, Vice-Chair; Members; Councilor Selin, and Councilor Harshbarger.*

10. CONSENT AGENDA: *Reminder: Matters on the Consent Agenda are voted on collectively without any debate. If any member objects, an item is removed and considered under New Business.*

11. NEW BUSINESS:

A. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE TO APPROVE PERSONNEL RULES

B. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE PROVIDING FOR THE ZONING OF CERTAIN PARCELS OF REAL ESTATE TO BE ANNEXED INTO THE FIRST WARD OF THE CITY OF MORGANTOWN UPON FINAL ORDER FROM THE MONONGALIA COUNTY COMMISSION BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WERE FULLY SET FORTH HEREIN

C. Consideration of APPROVAL of A RESOLUTION APPROVING AND AUTHORIZING TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) THE FY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN

D. Consideration of APPROVAL of A RESOLUTION SUPPORTING THE PASSAGE OF THE “FOR THE PEOPLE ACT” H.R. 1, S.1

E. Consideration of APPROVAL of A RESOLUTION DISSOLVING SPECIAL COMMITTEE ON COMMUNITY POLICING

F. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH PAUL KOONTZ AS XEROX SALES REPRESENTATIVE CONSULTANT AT THE AIRPORT**

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

13. **REPORT FROM CITY CLERK:**

14. **REPORT FROM CITY ATTORNEY:**

15. **REPORT FROM COUNCIL MEMBERS:**

16. **EXECUTIVE SESSION:**

A. Pursuant to West Virginia Code Section 6-9A-4(b)(12) to discuss potential or pending litigation

17. **ADJOURNMENT:**

***For accommodations, please contact us at 304-288-7072.**

City of Morgantown
389 Spruce Street, Morgantown, WV 26505

MINUTES
REGULAR MEETING
May 4, 2021

The Regular Meeting of the Common Council of the City of Morgantown was held via Webex on Tuesday, May 4, 2021, at 7:22 p.m.

To protect public health during the COVID-19 pandemic, personal attendance at the meeting was not permitted. The meeting took place via WebEx at <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> using the meeting number 793 734 477. The meeting was broadcast live on Morgantown 15 and live streamed via the City of Morgantown website at <https://morgantownwv.viebit.com/>. The public could listen live by calling 415-655-0001 and using the access code 793 734 477. If members of the public wished to comment on a particular issue or public hearing, they were asked to complete a public comment sign-up form on our website, prior to the start of the meeting, which could be found at: <http://bit.ly/MCC0050421>. Additionally, the public could submit written comments via email to the City Clerk at cwade@morgantownwv.gov.

PRESENT: Via Webex City Manager Kim Haws, Assistant City Manager Emily Muzzarelli, City Attorney Ryan Simonton, City Clerk Christine Wade, Mayor Ron Dulaney, Jr., Deputy Mayor Rachel Fetty, and Council Members Bill Kawecki, Deb Bergen, Jenny Selin, Dave Harshbarger, and Barry Wendell.

The meeting was called to order by Mayor Dulaney.

APPROVAL OF MINUTES: April 20, 2021, Special Meeting minutes were approved as printed.

CORRESPONDENCE: Mayor Dulaney shared a video recording of the Oath of Office and Pinning ceremony for ten Firefighters who took their Oath of Office as Firefighter First Class on March 10, 2021, at the Metropolitan Theatre. Those Firefighters were Larry Hagedorn, Sean Whiten, William Lyons, Bryan Davis, Matthew Chisler, Shaine Morris, Roman Olszewski, Jason Hatfield, Tanner Dalton, and Douglas Daniels. Mayor Dulaney presented a Certificate of Appreciation to WVU Diversity Outreach Coordinator Aisury Vasquez and thanked her for providing diversity training to poll workers during the 2021 Municipal Election. Mayor Dulaney presented the Infrastructure Week Proclamation to Morgantown Area Partnership representative Tony Faini and proclaimed May 10-14, 2021, as Infrastructure Week in the City of Morgantown. Mayor Dulaney and Deputy Mayor Fetty shared that emails have been received in support of the Police Review Board.

PUBLIC HEARING: AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR WANDERLUST TRAVEL, LLC AT THE MORGANTOWN MUNICIPAL AIRPORT

Mayor Dulaney declared this Public Hearing open.

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

UNFINISHED BUSINESS:

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT: The below entitled Ordinance was presented for second reading.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR WANDERLUST TRAVEL, LLC AT THE MORGANTOWN MUNICIPAL AIRPORT

City Manager Kim Haws explained. Motion by Councilor Kawecki, second by Councilor Harshbarger, to approve the above-entitled Ordinance. Motion carried 7-0.

BOARDS & COMMISSIONS:

Motion by Deputy Mayor Fetty, second by Councilor Selin, to reappoint, by consensus, Frances Brownfield to the Traffic Commission as the First Ward Representative.

City of Morgantown

PUBLIC PORTION:

Mayor Dulaney declared the Public Portion open.

Below are those who spoke in support of the Police Review Board:

Brian Butcher, Ash Orr, Bob Cohen, Mollie Kennedy, Marly Ynigues, Jerry Carr, Ixya Vega, and Richard Burks.

There being no other individuals to speak, Mayor Dulaney declared the public portion closed.

SPECIAL COMMITTEE REPORTS:

Special Committee - Community Police Review and Policy Board –Deputy Mayor Fetty shared that the ordinance included in the packet was not the most recent version. She shared the updates.

Special Committee on Unsheltered Homelessness – Mayor Dulaney shared information related to this Special Committee and advised that the next meeting is May 6, 2021, at 2:00 pm.

CONSENT AGENDA:

NEW BUSINESS:

AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET: The below entitled Ordinance was presented for first reading.

AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND

City Manager Kim Haws explained. Assistant City Manager Emily Muzzarelli explained. Motion by Deputy Mayor Fetty, second by Councilor Harshbarger, to approve the above entitled Ordinance to second reading. Motion carried 7-0.

AN ORDINANCE ESTABLISHING A CIVILIAN POLICE REVIEW AND ADVISORY BOARD: The below entitled Ordinance was presented for first reading.

AN ORDINANCE ESTABLISHING A CIVILIAN POLICE REVIEW AND ADVISORY BOARD

Deputy Mayor Rachel Fetty explained. Mayor Dulaney explained. After discussion, motion by Deputy Mayor Fetty, second by Councilor Kawecki, to approve the above-entitled Ordinance to second reading. Motion carried 7-0.

CITY MANAGER'S REPORT: shared that he has had several opportunities to meet with a variety of community groups over the last several weeks with representatives from WVU, the County Commission, and County officials. He stated that it is very refreshing to work within a community where people are engaged and invested. City Administration has expended a lot of energy and effort in looking at the Personnel policies and trying to streamline them and make them clearer and more useful to our employees. Regarding the salary review process, he is impressed by the city's consultant as they have engaged almost everyone within the city and believes the end product will be very useful. The process for establishing the Fourth of July program is well on its way. They have received a lot of financials and other types of support from around the community. The intent is to have three bands that day, multiple food trucks, and many people in attendance.

REPORT FROM CITY CLERK: shared congratulations to our next group of Council Members who were elected on April 27, 2021. She also spoke of the vote to approve the Referendum to change council terms from two-year terms to four-year terms which will begin on July 1, 2021. Even numbered wards will immediately begin a four-year term on this date, odd numbered wards will serve a two-year term and all terms thereafter will be four-year terms. Council members elected are as follows: First Ward, Patrick Hathaway, Second Ward Bill Kawecki, Third Ward Ixya Vega, Fourth Ward Jenny Selin, Fifth Ward Danielle Trumble, Sixth Ward, Dave Harshbarger, and Seventh Ward, Brian Butcher. She spoke of the use of GIS during early voting and on election day and shared that it was successful as Poll Workers reported throughout their day the wait times and provided a voter experience survey to every voter.

City of Morgantown

REPORT FROM CITY ATTORNEY: shared that the Governor signed the Tax Increment Financing Bill that allows extension of the license districts to the year 2050. The City Manager and Finance Director have been working on identifying districts where that may be helpful. The extension if done will be done by ordinance of council amending the district. The Broadband Bill did pass and will become effective May 27th allowing Broadband operators access to rights of way and polls. The Land Use Clinic at the law school and the Law Review are putting on a seminar on Friday, May 14th about local governments, broadband, and the law if anyone would like information on that. The Emergency Ordinance related to Coronavirus precautions will expire on May 21st and will need to be extended by council or modified if that is the will of council at the next meeting.

REPORT FROM COUNCIL MEMBERS:

COUNCILOR WENDELL: provided the following report.

“Congratulations to all the candidates and the city administration on a well-run election, especially those who won, who proved that voters in the City of Morgantown still want a progressive city council. To Marly and Paul: I hope you stay involved in running the city. As you know there is lots you can do besides being on Council.

Don Spencer, who represented the Seventh Ward before me, before Nancy Ganz and before Linda Herbst, but remains active in city affairs, was injured in an accident while on his bicycle. Last I heard, he was recovering at Encompass Rehabilitation Center. I wish him a speedy and complete recovery.

Today is the 54th anniversary of the shooting death of four students by Ohio National Guard troops at Kent State University. Students were protesting the illegal United States incursion into Cambodia during the Vietnam War. I was a college student elsewhere at the time, and the statements by politicians and others in the aftermath that the students deserved to be killed set me on a political course which I still follow.

My own college held a fiftieth reunion for my class online last weekend. I didn't attend because I am not close to many people from college, and my memories of that time are mostly not happy.”

COUNCILOR HARSHBARGER: thanked the City Clerk's office and staff who assisted in putting on a smooth election. He thanked the voters who voted to pass the Referendum to change council terms to four-year staggered terms noting that this will help with stability and helping to see projects through. He looks forward to continuing to work with the new council and those who are current members moving forward. He appreciates that the ordinance was moved forward tonight and feels it was the right thing to do.

COUNCILOR SELIN: inquired when the new council members would be sworn in. She asked who the contact person for the dining district would be being created downtown. City Manager Haws responded that folks could reach out to the Assistant City Manager, Parking Authority Director Dana McKenzie, City Engineer Damien Davis, or himself. She also asked when folks would be able to dine in one of the dining areas. City Manager Haws advised that approximately mid-May there would be test areas and that there would be an application process for businesses. Councilor Selin thanked everyone for all of the time that they have put into the city for the infrastructure week, elections, boards and commission, volunteers, and for city employees, sharing that their work is appreciated.

COUNCILOR BERGEN: shared that she is delighted with the election, that there were two great people running and that she is thinking of new things for the person who will follow her. She stated that she will receive the same grace and support in orientation as she has. She thanked everyone for the kindness that has been shown to her. Councilor Bergen stated that many folks in her ward are out in their yards and gardens and growing healthy food and enjoying sharing plants with neighbors, and she hopes everyone will have an opportunity to enjoy also.

COUNCILOR KAWECKI: shared that we do have an engaged community and it was demonstrated tonight and earlier this week with the activities of the groups such as the activities of the Green Team and the Tree Board. He spoke of the Traffic Commission and their idea of traffic calming and the problems that are experienced in his neighborhood. He stated that there will be a Pop-Up on May 5, 2021, for about 12 hours which uses traffic cones to temporarily change part of the street. This will alter access to certain streets to see if making these changes would make a significant change in terms of traffic pattern or traffic speeds. This idea was brought forward by the community, through our boards and commissions, to the city and the city Engineers put it in place along Grand Street at Sherman Avenue, Grandview Avenue and Ross Street.

DEPUTY MAYOR FETTY: shared appreciation for the votes to move the ordinance along and is thrilled for the special committee who has been working on it. She thanked the Clerk's office for a great job done with the election. She congratulated all the new council members, sharing that this is a wonderful experience and that if they can just open their heart and mind and answer the phone

City of Morgantown

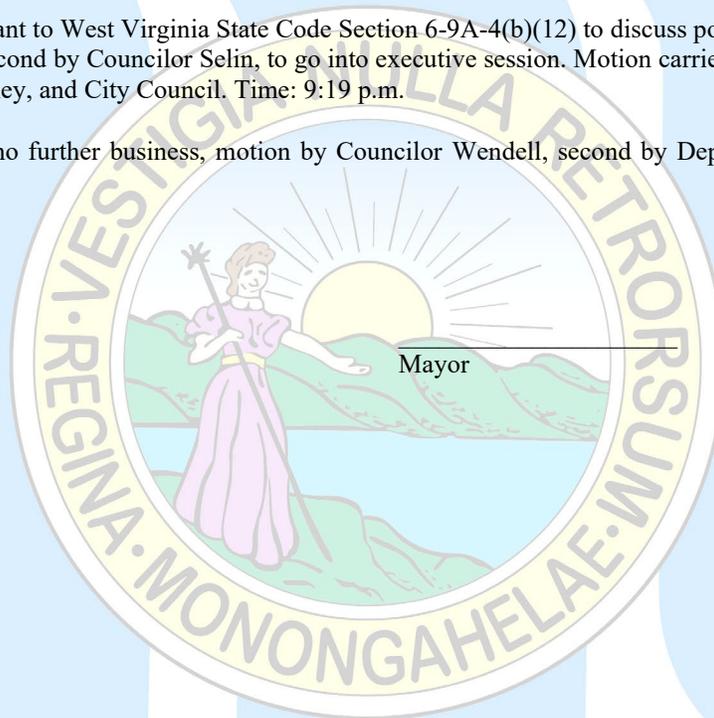
that they will never run out of ideas for things to do. She encouraged folks to get the vaccine so that we all can go back to doing things that we all have missed and congratulated all the graduates noting that it has been fun to watch folks do their best to have a great graduation even though things are still a little bit confined.

MAYOR DULANEY: recognized Deputy Mayor Fetty for the leadership that she demonstrated facilitating the work of the special committee. He also acknowledged the origins which was part of a resolution where they established the committee to explore and that was the resolution which was brought to them by the Human Rights Commission initially. Credit should also go to former Ward 3 Council member Zack Cruze for bringing this forward in the beginning and then initially chairing. He stated that when Zack Cruze stepped back Deputy Mayor Fetty stepped up to chair and has done a tremendous job getting everyone where they are at the current time. He echoed Councilor Harshbarger's earlier comment that if there is something that's the right thing to do and you don't believe it's illegal, the threat of a lawsuit is not the reason not to do it. He does believe that this is the right thing to do stating that it is unfortunate if they can't agree without attorneys and outside of the court of law. There are over a hundred of these that exist already at the moment and more than that, and in the process. He stated that if this is what it takes to move forward in West Virginia to be a test case then he does not have any regrets about moving in that direction noting that hopefully court can be avoided. He thanked all of the members of the community who came together. Shared that he does have a great deal of respect for our Police Department and our Police Chief. He appreciates Chief Powell's participation for working with the Committee to identify where in the process such a board could have the most effective role from an administrative position. He thanked everyone that has contributed and commented as it is important for voices to be heard..

EXECUTIVE SESSION: Pursuant to West Virginia State Code Section 6-9A-4(b)(12) to discuss potential or pending litigation. Motion by Councilor Kawecky, second by Councilor Selin, to go into executive session. Motion carried by acclamation. Present: Interim City Manager, City Attorney, and City Council. Time: 9:19 p.m.

ADJOURNMENT: There being no further business, motion by Councilor Wendell, second by Deputy Mayor Fetty, to adjourn the meeting. Time: 10:05 p.m.

City Clerk



Mayor

City of Morgantown

SPECIAL MEETING May 18, 2021

The Special Meeting of the Common Council of the City of Morgantown was held via Webex on Tuesday, May 18, 2021, at 6:03 p.m. To protect public health during the COVID-19 pandemic, personal attendance at the meeting was not permitted. This meeting took place via WebEx at <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> using the meeting number 793 734 477, or by calling 415-655-0001 and using the access code 793 734 477.

PRESENT: Via Webex Mayor Ron Dulaney, Council Members Bill Kawecki, Deb Bergen, Jenny Selin, and Dave Harshbarger. Deputy Mayor Rachel Fetty was absent.

The meeting was called to order by Mayor Dulaney.

EXECUTIVE SESSION: Pursuant to West Virginia Code Section 6-9a-4(b)(2)(a) to discuss Personnel Matters in considering new appointments for Board and Commissions. Motion by Councilor Bergen, second by Councilor Kawecki, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:05 p.m.

TRAFFIC COMMISSION

6:00 p.m. – Martin Dombrowski – 7th Ward

BOPARC COMMISSION – LIBRARY BOARD – TRAFFIC COMMISSION

6:20 p.m. – Sharon Patrick – 6th Ward

HEALTH & WELLNESS COMMISSION

6:40 p.m. – Brianna Linger

ADJOURNMENT:

There being no further business, motion by Councilor Selin, second by Councilor Harshbarger, to adjourn the meeting. Time: 6:59 p.m.

City Clerk

Mayor

City of Morgantown

SPECIAL MEETING May 25, 2021

The Special Meeting of the Common Council of the City of Morgantown was held via Webex on Tuesday, May 25, 2021, at 6:06 p.m. To protect public health during the COVID-19 pandemic, personal attendance at the meeting was not permitted. This meeting took place via WebEx at <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> using the meeting number 793 734 477, or by calling 415-655-0001 and using the access code 793 734 477.

PRESENT: Via Webex Mayor Ron Dulaney, Deputy Mayor Rachel Fetty, Council Members Bill Kawecki, Deb Bergen, Jenny Selin, Dave Harshbarger, and Barry Wendell.

The meeting was called to order by Mayor Dulaney.

EXECUTIVE SESSION: Pursuant to West Virginia Code Section 6-9a-4(b)(2)(a) to discuss Personnel Matters in considering new appointments for Board and Commissions. Motion by Councilor Bergen, second by Councilor Kawecki, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:08 p.m.

TRAFFIC COMMISSION

6:00 p.m. – Tony Tarantini – 2nd Ward

CULTURAL ARTS COMMISSION – TRANSIT AUTHORITY BOARD OF DIRECTORS – WOODBURN SCHOOL REDEVELOPMENT COMMISSION

6:20 p.m. – Ron Dulaney

TRANSIT AUTHORITY BOARD OF DIRECTORS

6:40 p.m. – Denny Poluga

ADJOURNMENT:

There being no further business, motion by Councilor Harshbarger, second by Councilor Bergen, to adjourn the meeting. Time: 7:16 p.m.

City Clerk

Mayor

City of Morgantown

MINUTES COMMITTEE OF THE WHOLE MEETING May 25, 2021

To protect public health during the COVID-19 pandemic, personal attendance at the meeting was not permitted. This meeting took place via WebEx at <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> using the meeting number 793 734 477. The meeting was broadcasted live on Morgantown 15 and live streamed via the City of Morgantown website at <https://morgantownwv.viebit.com/>. The public could also listen live by calling 415-655-0001 and using the access code 793 734 477. If members of the public wished to comment on a particular issue or public hearing, they should fill out the public comment sign-up form on our website, prior to the start of the meeting, which could be found at: <http://bit.ly/MCC033021>. Additionally, the public could submit written comments via email to the City Clerk at cwade@morgantownwv.gov.

The Committee of the Whole Meeting of the Common Council of the City of Morgantown was held by via Webex on Tuesday, May 25, 2021, at 7:24 p.m.

PRESENT: Via Webex City Manager Kim Haws, Assistant City Manager Emily Muzzarelli, City Attorney Ryan Simonton, Mayor Ron Dulaney, Jr., Deputy Mayor Rachel Fetty, and Council Members Bill Kawecki, Deb Bergen, Jenny Selin, Dave Harshbarger, and Barry Wendell.

The meeting was called to order by Deputy Mayor Fetty.

PRESENTATIONS:

PUBLIC PORTION:

Deputy Mayor Fetty opened the public portion and asked if there was anyone wishing to speak.

There being no others wishing to speak, Deputy Mayor Fetty closed the Public Portion.

ITEMS FOR DISCUSSION:

1. Ordinance authorizing a lease agreement with Paul Koontz as Xerox Sales Representative Consultant at the Airport

After discussion, this item was moved to the June 1, 2021, Regular Meeting Agenda.

2. Ordinance adopting Personnel Rules

After discussion, this item was moved to the June 1, 2021, Regular Meeting Agenda.

3. Resolution supporting the passage of the “For the People Act” H.R. 1, S.1

After discussion, this item was moved to the June 1, 2021, Regular Meeting Agenda.

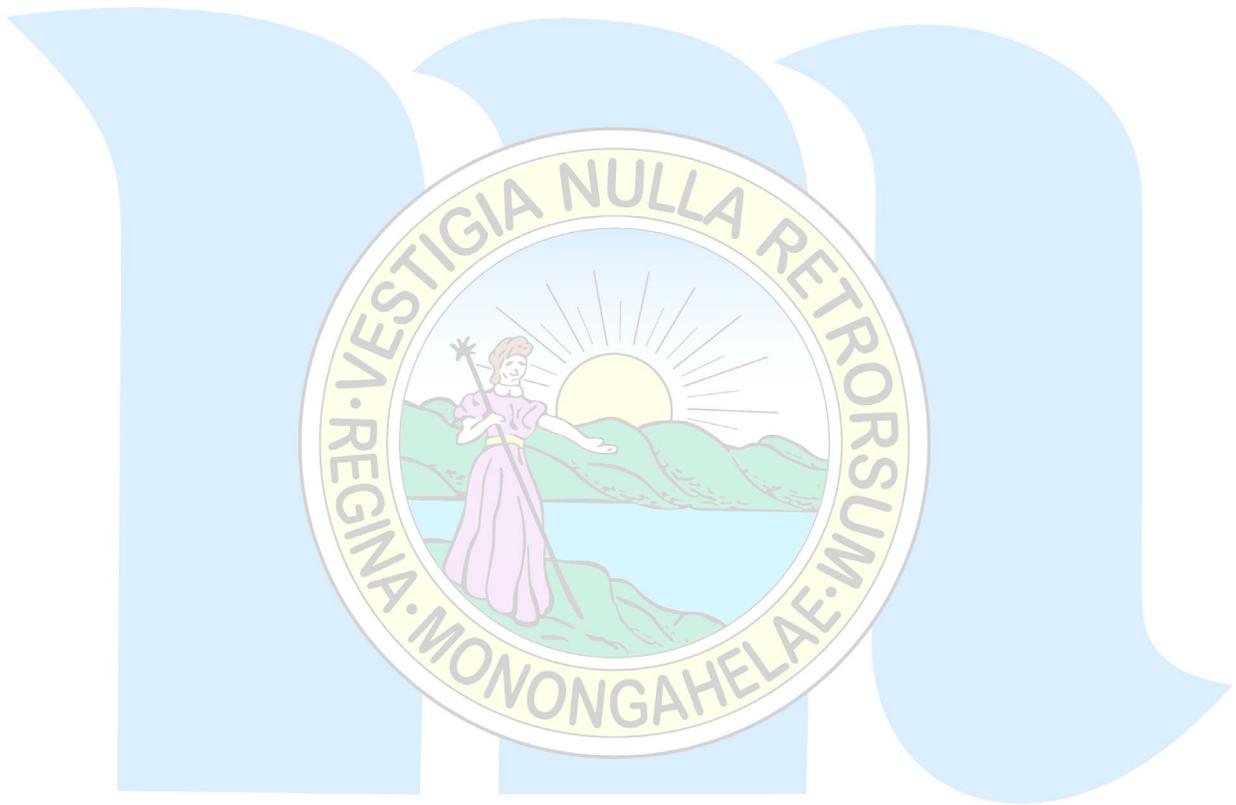
ADJOURNMENT:

City of Morgantown

There being no further business, motion by Councilor Selin, second by Councilor Wendell, to adjourn the meeting. Time: 7:58 p.m.

City Clerk

Mayor





The City of Morgantown

389 Spruce Street
Morgantown, West Virginia 26505
(304) 284-7439 Fax: (304) 284-7525
www.morgantownwv.gov

Office of the Mayor

PROCLAMATION

- Whereas,*** the City of Morgantown strives to be a welcoming and inclusive city and is dedicated to social justice and to the protection of the freedom and equality of all persons regardless of race, religion, national origin, sex, gender identity, sexual orientation, color, ancestry, age, abilities, blindness, economic, family or veteran status, or life situation; and
- Whereas,*** Morgantown is strengthened and vitalized by the diversity provided by the LGBTQ+ community - civically, economically, culturally, academically and in advocacy for human rights; and
- Whereas,*** we as a nation have often been ambivalent in embracing justice and equality for all, we as a community are proud of our continued progress in protecting human rights and in our growing ability to celebrate diversity in sexual orientation and gender identity; and
- Whereas,*** community organizations including Morgantown Pride, PFLAG (Parents and Friends of Lesbians and Gays), West Virginia University, Mountaineers for Progress, the Community Coalition for Social Justice, the City Human Rights Commission and members of multiple religious congregations have advocated for civil equality and justice for all as well as promoted human rights education; and
- Whereas,*** it is essential that all youth in this community feel safe, supported, and acceptable to their peers, mentors, and community leaders regardless of their sexual orientation and gender identity; and
- Whereas,*** the City of Morgantown adopted an anti-bullying ordinance to prohibit bullying, harassment, and intimidation in all youth-serving City services, activities, programs, and facilities, and has also adopted a diversity, equity and inclusion plan to strengthen the diversity in its own workforce; and
- Whereas,*** nationally the month of June has been designated as LGBTQ+ Pride Month in honor of the Stonewall uprising in 1969, when LGBTQ+ persons, challenged discriminatory criminal laws to affirm their own personhood, their own legitimacy as human individuals, and their own rights to protection under the United States Constitution.

Now therefore, I, Ron Dulaney Jr., Mayor of the City of Morgantown, West Virginia, on behalf of the City Council, do proclaim the month of June 2021 as

LGBTQ+ PRIDE MONTH

Seal:

Ron Dulaney Jr., Mayor
June 1, 2021

AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

The City of Morgantown hereby ordains:

That the FY 2020-2021 Annual Budget of the General Fund of the City of Morgantown is amended as shown in the revised budget (Revision 07) attached hereto and made a part of this ordinance.

First Reading:

Adopted:

Mayor

Filed:

Recorded:

City Clerk

REQUEST FOR REVISION TO APPROVED BUDGET

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

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

CONTROL NUMBER
 Fiscal Year Ending: **2020-2021**
 Fund: **General**
 Revision Number: **7**
 Pages: **1 of 3**

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

Person To Contact Regarding Request:
 Name: **Lori A. Livengood**
 Phone: **304-284-7443**
 Fax: **304-284-7418**

Municipality
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
303	Gas and Oil Severance Tax	60,000		12,651	47,349
304	Excise Tax on Utilities	1,170,000	23,000		1,193,000
305	Business and Occupation Tax	16,761,000	2,260,000		19,021,000
306	Wine & Liquor Tax	697,000	28,000		725,000
308	Hotel Occupancy Tax	825,000		350,000	475,000
320	Fines, Fees & Court Costs	500,000		200,000	300,000

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 1,807,724

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

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
409	Mayor's Office	9,022	2,260		11,282
412	City Manager's Office	945,402	3,800		949,202
414	Finance Office	1,127,025	11,500		1,138,525
422	Personnel Office	449,180	1,500		450,680
439	Data Processing	447,809	50,000		497,809
440	City Hall	795,025	29,000		824,025
444	Contributions / Transfers to Other Funds	8,889,391	1,438,364		10,327,755
699	Contingencies*	4,307,874	200,000		4,507,874
700	Police Department	9,223,151	1,300		9,224,451
750	Streets and Highways	2,762,757	50,000		2,812,757
900	Parks & Recreation	1,678,150	107,850	87,850	1,698,150

NET INCREASE/(DECREASE) Expenditures 1,807,724

APPROVED BY THE STATE AUDITOR
 BY: _____ Date _____
 Deputy State Auditor, Local Government Services Division

AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

AN ORDINANCE AMENDING THE FY 2020-2021 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE COAL SEVERANCE FUND.

The City of Morgantown hereby ordains:

That the FY 2020-2021 Annual Budget of the Coal Severance Fund of the City of Morgantown is amended as shown in the revised budget (Revision 02) attached hereto and made a part of this ordinance.

First Reading:

Adopted:

Mayor

Filed:

Recorded:

City Clerk

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

REQUEST FOR REVISION TO APPROVED BUDGET

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

CONTROL NUMBER
 Fiscal Year Ending: **2021-2021**
 Fund: **002**
 Revision Number: **2**
 Pages: **1 of 1**

City of Morgantown
 GOVERNMENT ENTITY

Person To Contact Regarding Request:

Name: **Lori Livengood**
 Phone: **304-284-7443**
 Fax: **304-284-7418**

389 Spruce Street
 STREET OR PO BOX
 Morgantown 26508
 CITY ZIP CODE

Municipality
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
310	Coal Severance Tax	65,000		13,000	52,000
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) -13,000

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

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
699	Contingencies*	6,035	500		6,535
900	Parks & Recreation	72,500		13,500	59,000
	#N/A				

NET INCREASE/(DECREASE) Expenditures -13,000

APPROVED BY THE STATE AUDITOR
 BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

AN ORDINANCE ADOPTING PERSONNEL RULES

The City of Morgantown hereby ordains, consistent with Section 4.05 of the Charter of The City of Morgantown, West Virginia, that the following Personnel Rules are adopted:

Section 1: Purpose and Scope.

The purpose of these Personnel Rules is to establish a comprehensive Personnel System for The City of Morgantown, its officers, and employees, in accordance with the City Charter. The Personnel System, these Personnel Rules, and the employee handbooks, personnel policies, guidelines, and rules authorized by these rules will provide for: (1) The management of employee relations, personnel data systems, personnel records, employee classification, evaluation of performance and in-service training programs; (2) The formulation of plans, advice and action to conform to applicable State and federal employment laws; (3) The provision of a pay plan and guidelines for appointment, promotion, age of retirement and pension for City employees; (4) Policies and procedures regulating reduction in force and removal of employees; (5) The hours of work, attendance, regulations and provisions for sick and vacation leave; (6) Policies and procedures governing relationships with employee organizations; (7) Grievance procedures, including procedures for the hearing of grievances by the Personnel Board, which may render advisory opinions based on its findings to the City Manager with a copy to the employee; (8) Advice and guidance to all City officials, department heads and supervisors as necessary for the administration of the City Personnel System.

Section 2: Administration.

The Personnel Rules recognize and reflect the duty of the City Manager to implement a sound Personnel System for the City (Charter § 4.05(a)) as a part of the City Manager's duties as the chief administrative officer for the City with the duty to appoint, suspend, and remove employees (Charter § 3.04(1)); to direct and supervise the administration of the departments, offices and agencies of the City (Charter § 3.04(1)); and to see that the laws, ordinances, and provisions of the City Charter and other acts of the City Council are faithfully executed and enforced (Charter § 3.04(4)).

The City Manager shall establish a system of classification and compensation designed to fairly and adequately compensate employees within the budget amounts adopted by the City Council from time to time. The City Manager will adopt and maintain an Employee Handbook that specifies the duties and responsibilities of the City and its employees with respect to the conditions of employment and provides clear procedures to ensure the City and its employees comply with those duties and responsibilities. In addition to the Employee Handbook, the City Manager may adopt and maintain additional policies, rules, and procedures, necessary and convenient to the administration of the Personnel System, within the authority granted by these Personnel Rules and other laws.

Section 3: Rules adopted by City Council.

In addition to the Employee Handbook, personnel policies, guidance, and other materials adopted and published by the City Manager consistent with the administration duties imposed by the City Charter and by these Personnel Rules, the City Council may, from time to time, adopt such other or additional rules as it deems expedient for the interests of the City, provided that, if the rule under consideration by City Council would amend or modify any existing policies or procedures adopted by the administrative authority under the Personnel Rules, the rule will specify its impact on the policies or procedures affected. Should City Council elect to adopt rules under this Section 3, it will do so by ordinance.

The City Council recognizes that the administration of employees is committed to the City Manager, and that in order to effectively administer the Personnel System the City Manager must be able to respond promptly and effectively as issues arise with respect to the conditions of employment with the City, which will promote the attraction and retention of high quality employees necessary to serve the public interest, ensure prompt action is taken to correct any conditions adverse to City operations, and maintain a positive working environment that fosters a diverse, inclusive workforce able to proactively and effectively serve the community. In accordance with these principles, the City Council desires to set forth certain basic guidelines and conditions as Personnel Rules that will provide established policies upon which the City Manager may rely when administering the Personnel System, and accordingly the following rules are adopted:

Establishment of Employee Positions and Compensation

The City Council is responsible for establishing departments within the City administration, and the City Manager is responsible for establishing all employee positions, classification of those employees, and establishment of the employees' wages and compensation and pay ranges for certain positions. The City Manager will set employee positions, wages or salaries, pay ranges for positions, and any other pay for all employees on a Pay Plan, which will be updated no less than yearly as of July 1 each year. The Pay Plan shall at all times be designed to provide compensation in a total amount that does not exceed the amount of funds budgeted for such purposes by City Council.

Grievances

The City Council recognizes that in support of equality in employment conditions, it can be helpful to provide an established grievance process that includes, in certain instances, review and recommendation on employment actions by an independent Personnel Board. Employees may submit grievances regarding allegations of unlawful discriminatory practices; promotions or transfers; suspension without pay; and demotion, in accordance with such procedures as are established in the Employee Handbook, and the Personnel Board will hear grievances regarding these employment actions, and make recommendations for the disposition of such grievances to the City Manager. The Employee Handbook, and other administrative personnel policies, rules,

and procedures, may offer additional avenues to address grievances or complaints regarding the conditions of employment with the City.

Diversity, Equity, and Inclusion

In accordance with its commitment to act as an equal opportunity employer and in pursuit of the goals established by City Council in Resolution No. 2020-05 adopting diversity, equity, and inclusion strategies recommended by the Morgantown Human Rights Commission, the City adopts the following policies:

Equal Pay: The City Council prohibits pay discrimination on the basis of sex. Employees in the same work location who perform substantially equal work will be paid at the same rate regardless of their sex, except where differences in pay are based on:

- A seniority, merit, or incentive system.
- Any factor other than an employee's sex.

This policy covers jobs that require substantially equal skill, effort, and responsibility and are performed under similar working conditions.

Outreach for posted vacant employment positions: The City Council recognizes that using online and printed media to conduct outreach to inform neighborhood and special interest populations on externally posted city employment vacancies promotes a diverse and inclusive workforce. While the City Council recognizes that administrative needs may not allow all positions to be filled only after outreach, it is the intention of City Council to promote use of such outreach when reasonably possible to fill employment vacancies. Examples of outreach recipient organizations for personnel recruitment and annual reporting will include neighborhood associations and the Neighborhood Coordinating Council; minority liaison organizations; social justice and minority advocacy organizations; and interested service, education and religious organizations wishing to receive regular distribution of information. The Human Resources Director will establish and maintain a list of outreach recipient organizations and individuals who have expressed interest in receiving outreach notices. Individuals may request access to distributed information by submitting requests in writing to the Human Resources Director. The list for employment outreach will be reviewed annually by the Human Rights Commission and the City Manager's Office.

Outreach and applications for authority, board, and commission appointments: The City Council recognizes that using online and printed media to conduct outreach to inform neighborhood and special interest populations on externally posted city employment vacancies promotes a diverse and inclusive workforce. The City Clerk in coordination with the Communications department shall be responsible for conducting online and media outreach to City residents relating to city volunteer vacancies on authorities, boards, and commissions, to neighborhood associations as well as to other organizations representing or advocating for diversity interests in the community. Examples of outreach recipient organizations for personnel recruitment and annual reporting will include neighborhood associations and the Neighborhood Coordinating Council; minority liaison organizations; social justice and minority advocacy

organizations; and interested service, education and religious organizations wishing to receive regular distribution of information. The Human Resources Director will establish and maintain a list of outreach recipient organizations and individuals who have expressed interest in receiving outreach notices. Individuals may request access to distributed information by submitting requests in writing to the Human Resources Director. The list for outreach will be reviewed annually by the Human Rights Commission and the City Manager's Office. In addition to these outreach efforts, the City Council may, in conjunction with the City Clerk and members of authorities, boards, and commissions, conduct outreach to neighborhoods and other interested entities to provide information and discussion for members of the general public who may be interested in learning more about City volunteer advisory opportunities, and such outreach may be by means of a workshop open to the public or by other methods designed to provide opportunities for public participation.

To confirm and record interest in specific volunteer positions within the city governance in appointed positions to authorities, boards, and commissions, the City Clerk will administer a system for applications allowing each candidate to submit an application online, by postal delivery, or in person to the City Clerk, who will impartially administer interviews for such positions and record the selection outcomes. Applications will be considered active for 12 months, after which interested candidates must renew their applications.

Review of Outreach communication and representation: The Human Rights Commission will conduct periodic reviews, no less than annually, of the communication with outreach organizations established by these rules to evaluate their efficacy and the preferences of outreach organizations receiving the communications. The Human Rights Commission will provide reports of its reviews to the City Council. In connection with these efforts, during the first quarter of each fiscal year, the Human Rights Commission shall work with the Mayor, Deputy Mayor and City Clerk to review the diversity status in volunteer representation, to make recommendations, and to reinforce efforts to have City authorities, boards, and commissions represent a diversity of Morgantown residents. The Human Rights Commission shall review, and report to City Council, the length of service of members of authorities, boards, and commissions reapplying for reappointment and encourage the involvement of new members when deemed practicable. The City Council recognizes that new membership has the potential of increasing community involvement in City government.

Appointments Not Biased by Race, Age, Gender or Gender Identity nor Other Human Rights Ordinance Classifications: In appointing members to authorities, boards, and commissions, the City Council shall not discriminate. Neither shall there be discrimination on the basis of age, race, color, culture, abilities/disabilities, sexual orientation, family or veteran status as well as the technical needs specific to an authority, board, or commission.

Annual Workforce Demographic Reports: The City's Diversity, Equity, and Inclusion Plan (the "DEI Plan") focuses on the generation of annual reports at the end of the fiscal year under the direction of the City Manager to identify, profile, and track diversity in both City employment and in volunteer participation on authorities, boards, and commissions. These reports will key on data from each City Department and each authority, board, and commission pertaining to race, gender, age, and disability and the subcategories provided in the DEI Plan. Where practicable,

this data will be compared with the Census Data percentages for the City of Morgantown to determine comparative proportionality. The reports shall be transmitted to the Human Rights Commission for review, comment, and recommendations which will be submitted to the City Manager and then to the City Council for public review.

It is important that successes in achieving diversity be acknowledged publicly to encourage other organizations in the city to adopt standards of equity.

It must be noted, that in accordance with guidelines of the federal Office of Management and Budget, race and gender data collected by the Census Bureau and through the American Community Survey is based on self-identification. Accordingly, all employees are free to self-identify personal data or not to participate in the disclosure of personal information on age, gender, sexual orientation, disabilities, or any other classification. It is notable, however, that the purpose of the DEI Plan and its collective annual disclosure is to strengthen acceptance of representative diversity both within the City government and in the community as a whole.

These Personnel Rules supersede and replace any existing or previously adopted Personnel Rules and any and all other rules, policies, or actions respecting the subject matter hereof, including any separately adopted ordinances of the City Council establishing employees' wages or rates of pay, but excluding, to the extent these could be construed to embrace the subject matter of the ordinance, ordinances or resolutions establishing pension or retirement benefits for the City of Morgantown, as of the effective date of this ordinance.

This ordinance is effective as of June 30, 2021.

Adopted this ___ day of _____, 2021

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

AN ORDINANCE PROVIDING FOR THE ZONING OF CERTAIN PARCELS OF REAL ESTATE TO BE ANNEXED INTO THE FIRST WARD OF THE CITY OF MORGANTOWN UPON FINAL ORDER FROM THE MONONGALIA COUNTY COMMISSION BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WERE FULLY SET FORTH HEREIN.

The property included in this ordinance is identified as Parcel 8.2, Tax Map 14, Clinton District commonly known as 20 Scott Avenue.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the proposed zoning of property to be annexed into the City of Morgantown described above is consistent with the City's 2013 Comprehensive Plan Update, in accordance with City Ordinance 2020-35 adopted by Morgantown City Council on September 15, 2020 and subject to review and approval by final order of the Monongalia County Commission per WV State Code §8-6-4.
2. That the zoning designation for Parcel 8.2, Tax Map 14, Clinton District, of the Monongalia County tax assessment as described herein and illustrated on the exhibit hereto attached and declared to be a part of this Ordinance to be read herewith as if the same were fully set forth herein is classified as a B-2, Service Business District.
3. That the Official Zoning Map be accordingly changed to show said zoning classifications.

This Ordinance shall be effective from the date of adoption and the Official Zoning Map shall be duly noted with the effective date of adoption.

FIRST READING:

Mayor

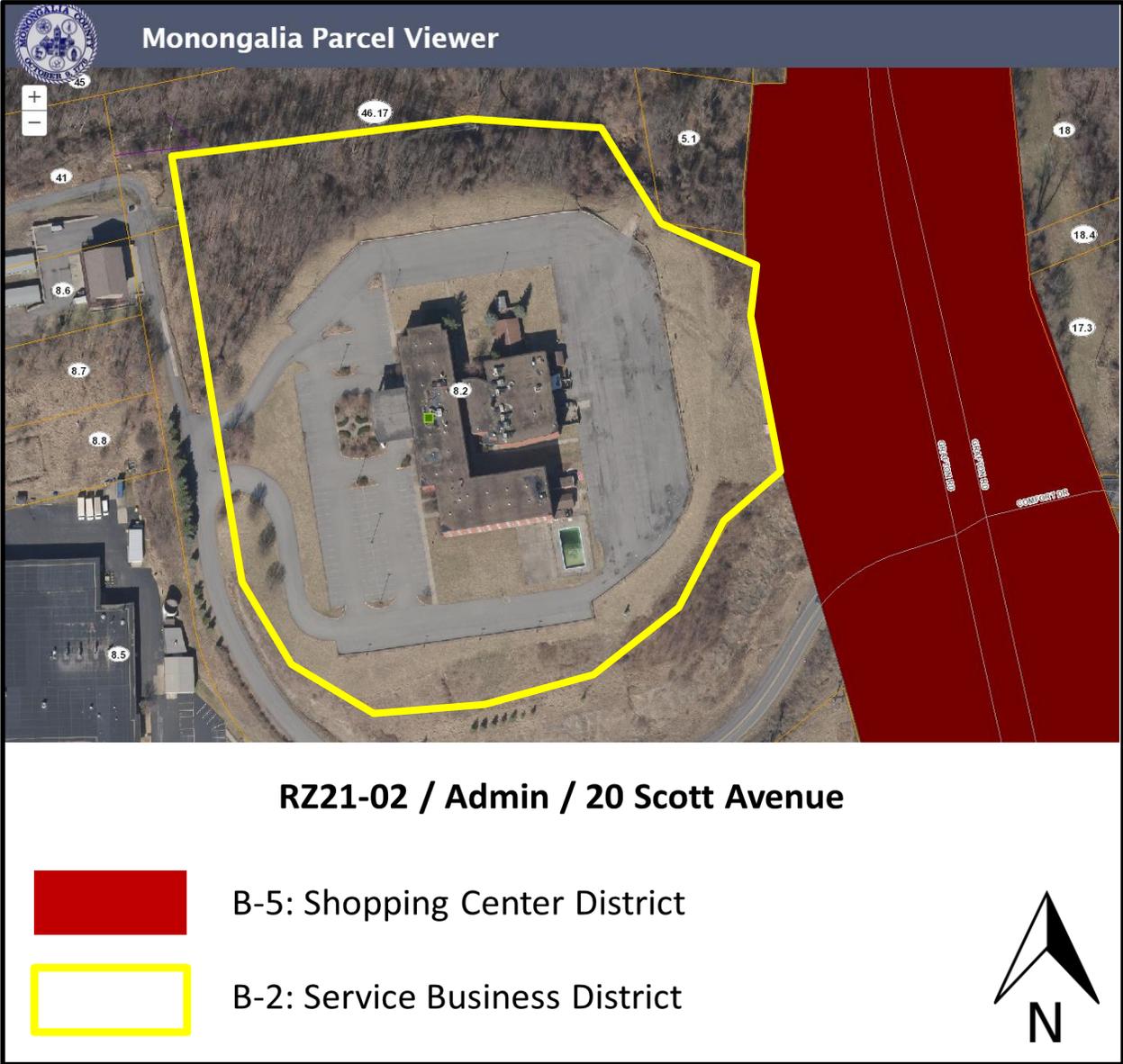
ADOPTED:

FILED:

RECORDED:

City Clerk

EXHIBIT 1





MORGANTOWN PLANNING COMMISSION

May 27, 2021
5:00 p.m.
By Electronic Means

President:

Peter DeMasters, 6th Ward

Vice-President:

Carol Pyles, 7th Ward

Planning Commissioners:

Sam Loretta, 1st Ward

Tim Stranko, 2nd Ward

William Blosser, 3rd Ward

Bill Petros, 4th Ward

Michael Shuman, 5th Ward

Ronald Dulaney, City Council

AJ Hammond, City Admin.

STAFF REPORT

CASE NO: RZ21-02 / Administrative / 20 Scott Avenue

REQUEST and LOCATION:

Administrative request for a Zoning Map Amendment to classify Tax District 5, Tax Map 4. Parcel 8.2 as B-2, Service Business District upon annexation.

TAX MAP NUMBER(s) and ZONING DESCRIPTION:

Tax District 5, Tax Map 4. Parcel 8.2, currently being annexed, initial zoning Description is R-1, Single-Family Residential by default.

SURROUNDING ZONING:

East: B-5, Shopping Center District

North South, and West: Unincorporated Monongalia County.

BACKGROUND:

The Development Services Department seeks to amend the zoning map by providing the following zoning classification for the subject premises as B-2 upon annexation. Addendum A of this report identifies the location of the subject site and illustrates the proposed zoning and property ownership for the subject premises and immediate area. The land use classification for this parcel may be established in accordance with Section 1331.04(a) as shown below:

Sec. 1331.04. Annexation.

(a) *Zoning annexed areas.* Prior to the filing of a petition for annexation, the petitioner should petition the Planning Commission for a recommendation as to said parcel's zoning designation. If no such petition is presented to the Planning Commission, the Commission may:

- (1) Direct planning staff to study the area proposed for annexation and prepare a report and recommendation for zoning; or
- (2) Initiate the establishment of the R-1, Single Family Residential District designation for the area proposed for annexation, which shall remain in place until such time as a formal rezoning petition can be submitted and acted upon.

(b) *Comprehensive plan as zoning guide.* On future annexation, the Planning Commission shall give careful consideration to the principles and directives of the comprehensive plan of the City, as amended, in making zone district classification recommendations to the Council. If the area under consideration is not addressed in the comprehensive plan, the Commission should give careful consideration to the character of existing land uses, and the capacity of existing and future infrastructure serving the area.

**Development Services
Department**

Rickie Yeager, AICP
Director

389 Spruce Street
Morgantown, WV 26505
304.284.7431



MORGANTOWN PLANNING COMMISSION

May 27, 2021

5:00 p.m.

By Electronic Means

President:

Peter DeMasters, 6th Ward

Vice-President:

Carol Pyles, 7th Ward

Planning Commissioners:

Sam Loretta, 1st Ward

Tim Stranko, 2nd Ward

William Blosser, 3rd Ward

Bill Petros, 4th Ward

Michael Shuman, 5th Ward

Ronald Dulaney, City Council

AJ Hammond, City Admin.

Staff believes the proposed zoning map amendment would be considered a permitted map amendment and not “spot zoning” because the subject area adjoins commercial and residential land-uses that are in unincorporated Monongalia County. These include office uses (Gabes, Workforce West Virginia), medical offices, professional services, broadcast telecommunications services (WV Public Broadcasting and Channel 12 WBOY), warehousing and distribution (Cintas) and a building materials supplier (Koval). The commercial uses are juxtaposed by medium density residential uses along Scott Avenue. As such, Development Services Staff believe the B-2, District would better align with existing and proposed development, and incorporate these lands into the City of Morgantown while maintaining the future land-use objectives of the 2013 Comprehensive Plan update for this area.

The property is in the process of being formally annexed into the City of Morgantown. The most recent ordinance approving the annexation from the Morgantown City Council on September 15, 2020. The Ordinance and related annexation files are located in Addendum B.

ANALYSIS:

The subject premises are situated near the intersection of Scott Avenue and Grafton Road (U.S. 119). The properties are located directly north of the U.S. Interstate 68 on and off ramps associated with Exit 1.

As Addendum A illustrates, the proposed zoning map amendment is compatible with the existing B-5, Shopping Center zoning district, as well as the adjacent land uses outside the City’s corporation limits. This property was most recently used as a “Hotel” use (Ramada Inn) outside of the City of Morgantown’s corporate limits. The property is currently being repurposed into a “Mixed Use Building” use with extensive services including housing, administered by local nonprofits and social service providers.

Addendum C of this report provides Article 1353 “B-2, Service Business District” and Table 1331.05.01 “Permitted Land Uses” of the Planning and Zoning Code. It is included as a resource to understand the density, intensity, and land uses permitted in a B-2, District.

Comprehensive Plan Concurrence

As recommended in Chapter 9 “Implementation” of the 2013 Comprehensive Plan Update, Addendum D of this report identifies how the proposed zoning map amendment relates to the Comp Plan’s land management intent, location, and pattern and character principles.

It should be noted that “shall” statements within the Comp Plan must be understood as desired objectives and strategies that do not have the force or effect of law unless incorporated into the City’s Planning and Zoning Code.

The property is identified as a “Developed Area” and “Corridor Enhancement” land management areas. Corridor Enhancement is defined in Comprehensive Plan as *‘improving development along corridors with a mix of uses, increased intensity at major nodes or intersections and roadway improvements to improve traffic flow, pedestrian and biking experience.’* Appropriate development types in this area, as prescribed by the plan

**Development Services
Department**

Rickie Yeager, AICP
Director

389 Spruce Street
Morgantown, WV 26505
304.284.7431



MORGANTOWN PLANNING COMMISSION

May 27, 2021
5:00 p.m.
By Electronic Means

President:

Peter DeMasters, 6th Ward

Vice-President:

Carol Pyles, 7th Ward

Planning Commissioners:

Sam Loretta, 1st Ward

Tim Stranko, 2nd Ward

William Blosser, 3rd Ward

Bill Petros, 4th Ward

Michael Shuman, 5th Ward

Ronald Dulaney, City Council

AJ Hammond, City Admin.

include multifamily residential, civic and institutional uses, neighborhood center mixed-use, community commercial, office/research and greenspace.

These above referenced properties are identified in the Conceptual Growth Framework map as “Controlled Growth” locations and in the Pattern and Character map as “Commercial Node.”

After review, it appears the zoning classification of B-2 is in concurrence with the Comp Plan’s principals for infill and redevelopment land management objectives and furthers the following plan implementation strategies:

- LM 2.1 Identify and prioritize sites for infill and redevelopment.
- LM 4.3 Revise zoning regulations to permit mixed-use development at appropriate scales in various zoning districts.
- LM 5.2 Permit higher density development in areas that are well-supported by existing or planned transportation infrastructure or transit services.
- NH 4.1 Provide incentives to developers to encourage development of alternative housing types (i.e. higher density, live-work, mixed-use) in designated growth areas.

Staff encourages the Planning Commission to review the Comp Plan for guidance as **Addendum D** is not intended to represent a complete comparative assessment.

STAFF RECOMMENDATION:

Zoning map amendment requests should be evaluated on their land-use merits alone. Development intentions are extraneous, and the Commission should consider the request on its merits as a land use decision.

In conducting such an analysis, the Commission should determine if the B-2, Service Business District is the appropriate zoning classification for the premises, weighing all possible future development and land use scenarios as permitted by the Planning and Zoning Code; particularly, Article 1353 “B-2, Service Business District” and Table 1331.05.01 “Permitted Land Uses.”

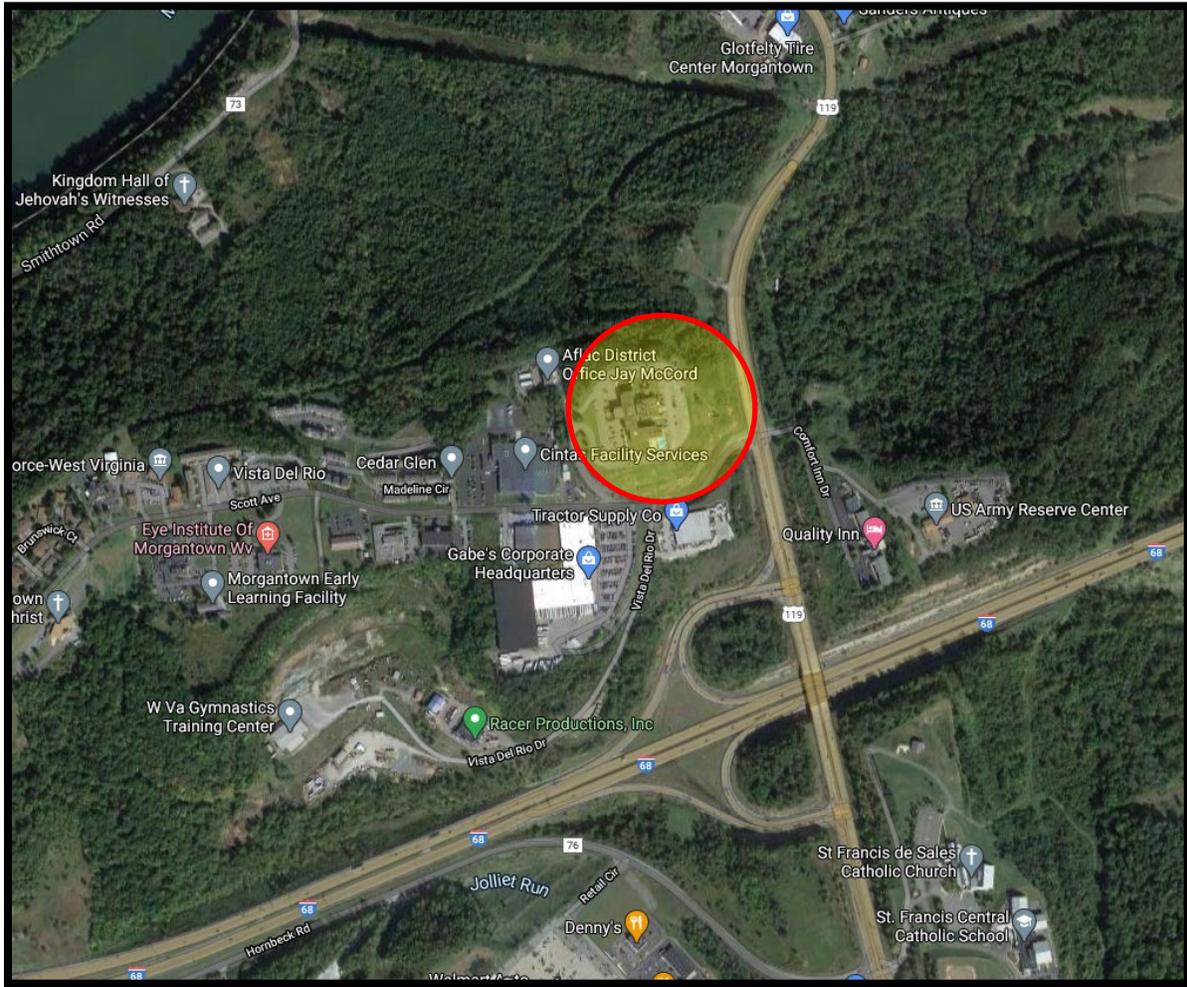
It is the opinion of the Development Services Department that reclassifying the property to B-2, Service Business District is supported by the intent, location, pattern and character goals set forth in the 2013 Comprehensive Plan Update. Staff recommends approval of the zoning map amendment. While Planning Commission previously reviewed and approved another zoning designation for this property in March 2021, the proposed zoning designation of B-2 gives the property owner more flexibility in terms of permitted and conditional land uses to develop the property and serve the needs of area residents. The zoning designation is also harmonious with adjacent land uses outside the City’s corporation limits.

**Development Services
Department**

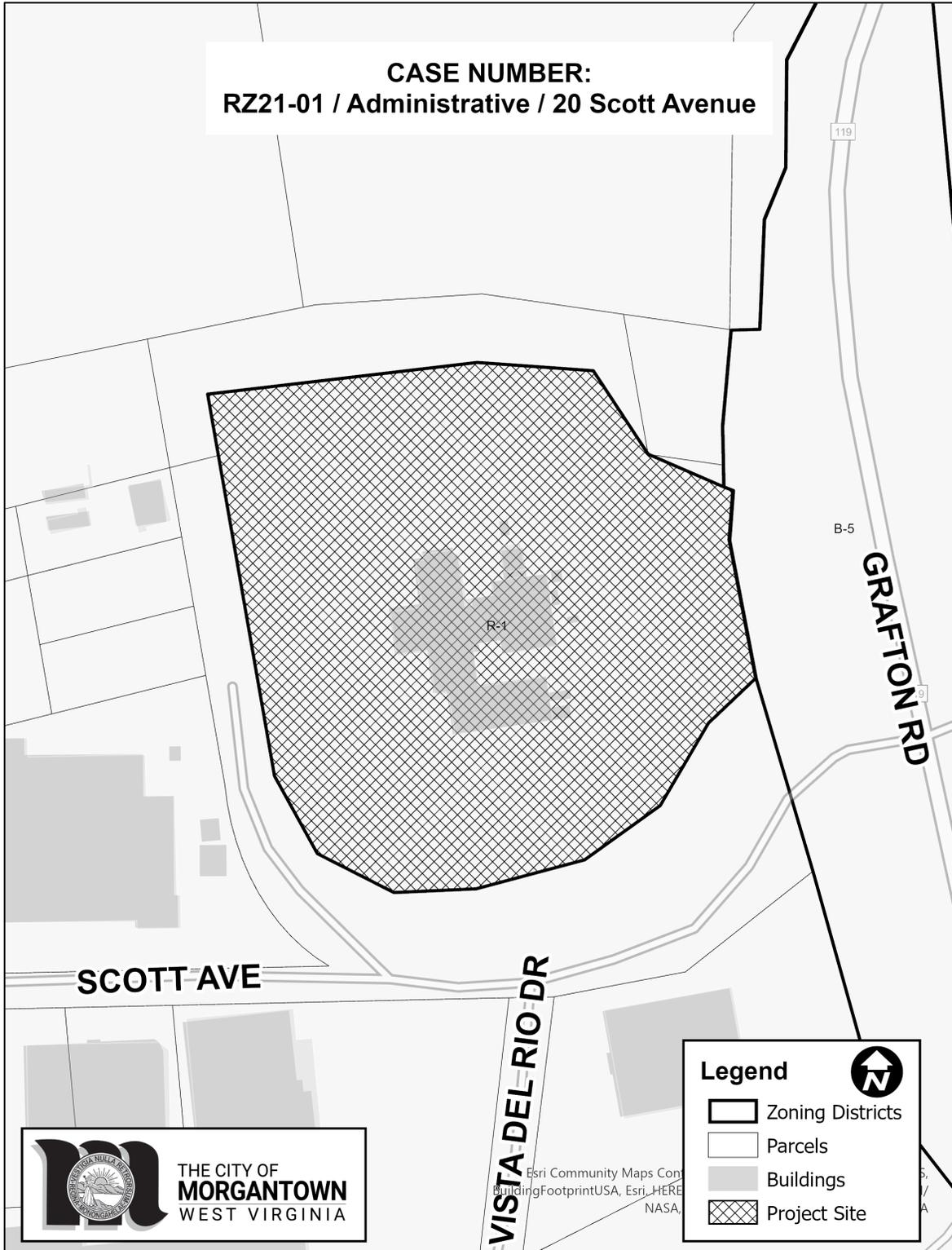
Rickie Yeager, AICP
Director

389 Spruce Street
Morgantown, WV 26505
304.284.7431

STAFF REPORT ADDENDUM A
RZ21-02 / Administrative / 20 Scott Avenue



STAFF REPORT ADDENDUM A
RZ21-02 / Administrative / 20 Scott Avenue



STAFF REPORT ADDENDUM B

RZ21-01 / Administrative / 20 Scott Avenue

Ordinance 2020-35

AN ORDINANCE ANNEXING PROPERTY OF MORGANTOWN COMMUNITY RESOURCES, INC. IN CLINTON DISTRICT INTO THE CORPORATE BOUNDARIES OF THE CITY OF MORGANTOWN

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

WHEREAS, all freeholders and qualified voters in the territory subject of the attached "Petition for Annexation," which is incorporated into this Ordinance by reference, have petitioned for annexation; and

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

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

- (1) That the territory described in the Petition for Annexation, being Parcel 8.2 of Tax Map Number 4 in Clinton District, Monongalia County, West Virginia, or the property comprising such area currently or formerly assessed as such identified parcel, as more fully described in the Petition for Annexation and exhibit thereto, shall be annexed into the City of Morgantown;
- (2) That the City Clerk is directed to enter upon the journal of the City the finding that the Petition for Annexation is sufficient in every respect and forward a certificate to that effect to the County Commission of Monongalia County, West Virginia, pursuant to *W. Va. Code* § 8-6-4(g), notifying the Commission that it shall enter an order as described in *W. Va. Code* § 8-6-3 describing the annexation of the additional territory to the corporate limits of the City of Morgantown.

This ordinance is effective upon adoption.

FIRST READING: September 1, 2020

ADOPTED: September 15, 2020

FILED: September 16, 2020

RECORDED: September 16, 2020


Mayor


City Clerk

STAFF REPORT ADDENDUM B

RZ21-01 / Administrative / 20 Scott Avenue

PETITION FOR ANNEXATION

The undersigned, Robert J. O'Neil, being the President of Morgantown Community Resources, Inc., a West Virginia non-profit corporation (the "Corporation"), and the Corporation being the sole freeholder within the area of proposed annexation, hereby petitions the City Council of the City of Morgantown, West Virginia, to annex the lot, parcel, area or territory being described on Exhibit A attached hereto and incorporated herein by this reference and being shown and depicted on Exhibit B attached hereto and incorporated herein by this reference, as required by law, pursuant to West Virginia Code Chapter 8, Article 6, Section 4.

<u>Owner</u>	<u>District</u>	<u>Tax Map No.</u>	<u>Parcel I No.</u>	<u>Signature</u>
Morgantown Community Resources, Inc.	Clinton	4	8.2	<i>Robert J. O'Neil</i>

Morgantown Community Resources, Inc.
a West Virginia nonprofit corporation

By: *Robert J. O'Neil*
Robert J. O'Neil, its President

STAFF REPORT ADDENDUM B

RZ21-01 / Administrative / 20 Scott Avenue

EXHIBIT A TO PETITION FOR ANNEXATION

Legal Description

All of the following described lot or parcel of real estate, together with all rights, privileges, improvements, rights-of-way and appurtenances thereunto belonging or in anywise appertaining, situate in Clinton District, Monongalia County, West Virginia, and being more particularly described as follows:

Beginning at a fence post in the outline of the tract of land herein and hereby conveyed, and which said fence post is S. 0° 50' E. 207.4 feet, more or less, from a fence post located in the original outline of the 173.64 acre tract of land of which the subject tract is a part and a common corner to property formerly owned by Clarabelle Cook, Leonard S. Walker and wife and Ledrew L. Harner and wife, said corner being further established as being N. 74° 39' W. 347.5 feet from the old Western right-of-way line of U.S. Route 119 (1971), and running thence from said beginning point, being the first fence post above mentioned, as thus established, S. 61° 39' 24" E. 128.28 feet, more or less, to the new right-of-way line of U.S. Route No. 119; thence with two lines of the Western right-of-way line of U.S. Route No. 119, S. 09° 52' 03" W. 70.09 feet; thence S. 05° 47' 11" E. 198.19 feet; thence leaving said right-of-way line and running with eight (8) lines of other lands of the Grantor herein, which said eight (8) lines border on the right-of-way of a public roadway to be constructed by the Grantor herein, as follows: S. 51° 35' 25" W. 89.33 feet to a point; S. 35° 27' 48" W. 134.44 feet to a point; S. 59° 29' 23" W. 130.00 feet to a point; S. 80° 7' 8" W. 157.33 feet to a point; N. 87° 30' 37" W. 115.08 feet to a point; N. 57° 53' 37" W. 120.43 feet to a point; N. 4° 48' 43" W. 542.4 feet to a point in the Southern side of a proposed secondary public access road; thence with the Southern line of said roadway, N. 88° 20' 23" E. 379.68 feet, thence continuing with said roadway, S. 80° 49' 36" E. 163.09 feet to a point in said roadway; thence leaving said roadway and continuing with other lands of the Grantor herein, S. 28° 14' 58" E. 139.70 feet to the point and place of beginning, containing 9.926 acres, more or less.

Together therewith and as appurtenant to the real estate hereinabove described, a right of way and easement over and across the public roadway and the secondary public access roadway referred to in the above description, and which said roadways extend through the other real estate now or formerly owned by Wesco Equipment, Inc. to U.S. Route No. 119.

Together therewith and as appurtenant to the real estate hereinabove described, a right of way and easement as set forth in that certain Easement Agreement between Wesco Equipment, Inc. and Robert H. Mollohan and W. L. Doepken dated August 16, 1973, of record in Deed Book 739, at page 552.

STAFF REPORT ADDENDUM B

RZ21-01 / Administrative / 20 Scott Avenue

The above described being the same real estate conveyed from 20 Scott Avenue, LLC, a West Virginia limited liability company, to Morgantown Community Resources, Inc., a West Virginia non-profit corporation, by Confirmatory Deed dated June 20, 2019, made effective June 21, 2019 and recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia in Deed Book 1674, Page 323.

STAFF REPORT ADDENDUM B

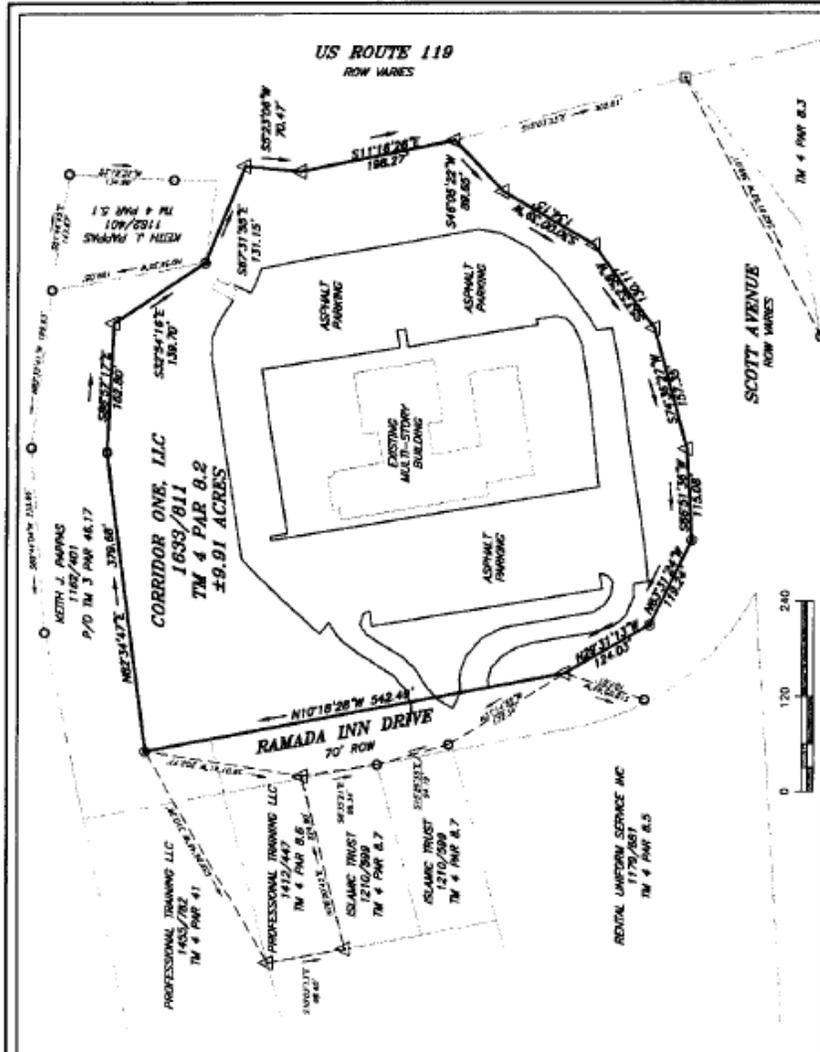
RZ21-01 / Administrative / 20 Scott Avenue

**EXHIBIT B
TO
PETITION FOR ANNEXATION**

Plat

STAFF REPORT ADDENDUM B

RZ21-01 / Administrative / 20 Scott Avenue



- LEGEND:**
- ⊙ 5/8" REBAR W/PLASTIC CAP SET
 - 1/2" REBAR FOUND
 - △ 5/8" REBAR FOUND
 - FENCE POST FOUND
 - SURVEY LINE
 - - - - - ADVANCING PROPERTY LINE

NOTES:

1. THIS SURVEY WAS CONDUCTED WITHOUT THE PRESENCE OF THE PROPERTY OWNER. THE RESULTS MAY NOT REFLECT ALL EXCEPTIONS, RIGHT-OF-WAYS, EASEMENTS OR RESTRICTIONS.
2. SEE PLAT OF SURVEY MADE FOR KEITH J. PAPPAS 1719/367 PLAT 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
3. SEE PLAT OF SURVEY OF VISTA DEL RIO, DATED 01/13/2012, RECORDED IN DEED BOOK 1455 AT PAGE 705.



Victor M. Dawson
 VICTOR M. DAWSON P.E. 966
 PROJECT E-18-18-018 PLANNING PHASE 18

POTESTA

POTESTA & ASSOCIATES, INC.
 ENGINEERS AND ENVIRONMENTAL CONSULTANTS
 7015 MacCortts Ave. SE, Charleston, WV 25384
 TEL: (804) 342-1400 FAX: (804) 342-8081
 E-Mail Address: potesta@potesta.com

Project: **PLAT OF SURVEY SHOWING THE RAMADA INN PROPERTY CLINTON DIST., MON. CO., WV**
 Scale: 1"=120'
 Date: 06/10/18
 Day: No.
BOUNDARY

STAFF REPORT ADDENDUM C

RZ21-02 / Administrative / 20 Scott Avenue

Sec. 1331.05. - Permitted land uses.

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

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

Legend:

P — Use is permitted by right in a particular zoning district.

A — Use is permitted as an accessory use in a particular zoning district.

C — Use is allowed only as a conditional use in a particular zoning district subject to the limitations and conditions specified; a conditional use permit is required.

Empty — Use is not permitted in a particular zoning district.

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

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

Table 1331.05.01: Permitted Land Uses

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Administrative Office				C	P	C	P	P	P	P	P	29
Agricultural Activity	P										P	
Airport											C	
Amphitheater							P	P				
Animal Grooming Service		C	C	C	C	P	P	P		P		28, 29
Animal Shelter							C			C	P	
Apparel Shop						P	P	P		P	P	28
Appliance Repair Establishment		C	C	C		P	P	P		P	P	4, 28, 29

STAFF REPORT ADDENDUM C

RZ21-02 / Administrative / 20 Scott Avenue

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Appliance Sales Establishment							P	P		P		
Art Gallery		C	C	C		P	P	P	P	P		28, 29
Artist Studio		C	C	C	P	P	C	P	P	C		28, 29
Assembly Hall						P	P	P		P		28
Assisted Living Facility				C		C	C					
Athletic Field	C	C	C	C		C	P	P		P		
Automotive Paint Shop							P				P	4, 9, 10
Automotive Rentals							C			C		
Automotive Sales							C			C		
Automotive Supply							C			P	P	
Automotive Tire Repair/Sales							P			P	P	4, 9, 10
Automotive/Boat Repair Shop							P				P	4, 9, 10
Automobile Repair Shop, Incidental							C	C		C	P	4, 9, 10
Bakery, Retail		C	C	C		P	P	P		P		28, 29
Bakery, Wholesale							P			P	P	
Barber Shop/Beauty Salon		C	C	C	P	P	P	P		P		28, 29
Bed and Breakfast Inn			C	C		P	P	P				5, 28
Brew Pub						C	P	P		P		18
Building Materials Supplier							P			P	P	9, 10

STAFF REPORT ADDENDUM C

RZ21-02 / Administrative / 20 Scott Avenue

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Car Wash/Detailing							P			P	P	
Caretaker's Residence	C	C	C	C			C		C	C	P	
Cemetery	P	P	P	P			P	P				
Charitable, Fraternal or Social Organization						P	P	P	P	P		28
Churches, Places of Worship	C	C	C	C	C	C	P	P	C	P	C	12
Clinic, Medical				C		P	P	P	P	P	P	28, 29
Club or Lodge						P	P	P				28, 29
Coin-operated Cleaning/Laundry Service			A	C		P	P	P		P		28, 29
Communications Equipment Building	C	C	C	C		P	P	C	P	P	P	28
Community Center	C	C	P	P	P	P	P	P	C			28
Community Gardens	P	P	P	P		P						28
Composting Operation										P	P	3
Conference Center							P	P		P		
Consumer Fireworks Retail Sales							C			P	P	33
Consumer Fireworks Retail Sales Establishment							C			P	P	33
Consumer Fireworks Wholesale Establishment											P	34
Convenience Store, Neighborhood		C	C	C		P	P	P				28, 29
Dance or Social Club, Youth						C	P			P		
Day Care Facility, Class 1	P	P	P	P	P	P	P	P	P	P		

STAFF REPORT ADDENDUM C

RZ21-02 / Administrative / 20 Scott Avenue

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Day Care Facility, Class 2	C	C	C	P	P	P	P	P	P	P		19
Day Care Facility, Class 3				C	P	P	P	P	P	P		19
Department Store							P	P		P		
Distribution Center											P	
Dog Run							C			C	C	24
Dormitory				P			P	P				
Drive-in Theatre/Outdoor							P				P	
Drive-through Facility						A	A	A	A	A		25
Driving Range, Golf							C				C	
Drug Store		C	C	C		P	P	P		P		28
Dry Cleaning and Laundry Pick-up				P		P	P	P		P		28, 29
Dry Cleaning and Laundry Service						C	P	P		P		
Dwelling, Mixed Use			C	P		P	P	P	P	P		20, 26, 28
Dwelling, Multi-family			C	P			P	C	C			35
Dwelling, Single family	P	P	P	P	P							16
Dwelling, Townhouse			P	P	P		P	P				
Dwelling, Two-family			P	P	P			C				
Electrical Repair Shop						P	P	P		P		4, 28
Emergency Shelter				C		C	C	P				

STAFF REPORT ADDENDUM C

RZ21-02 / Administrative / 20 Scott Avenue

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Equipment or Furniture Rental Establishment							P	P		P	P	9, 10
Essential Services and Equipment	P	P	P	P	P	P	P	P	P	P	P	28
EV Charging Station, Private	A	A	A	A	A	A	A	A	A	A	A	
EV Charging Station, Public			A	A	A	A	A	A	A	A	A	
Extractive Industry											P	31
Fairgrounds											P	
Farmer's Market						C	C	P				
Financial Services Establishment					P	P	P	P	P	P		28
Florist Shop		C	C	C		P	P	P		P		28, 29
Fraternity or Sorority House			C	P			P	C				
Funeral Home				P		P	P	P				28
Furniture Sales Establishment (Antique, New or Used)							P	P		P		4
Garden Center							P			P		
Gas Station Mini-Mart							P	P		P	P	8
Gasoline Service Station							P	P		P	P	8
Golf Course	C	C	C	P		P	P	P		P	P	28
Government Facility	P	P	P	P		P	P	P	P	P	P	28
Greenhouse, Non-Commercial	A	A	A	A							P	
Greenhouse, Commercial							P				P	

STAFF REPORT ADDENDUM C

RZ21-02 / Administrative / 20 Scott Avenue

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Grocery Store							P	P		P	P	
Group Residential Facility	P	P	P	P		P	P	P				28
Group Residential Home	P	P	P	P		P	P	P				28
Guest House			C	C								
Half-way House			C	C		C	C					
Hardware Store						C	P	P		P	P	
Health/Sports Club			C	C		P	P	P	P	P	P	28, 29
Heavy Machinery Sales										P	P	4, 9, 10
Heliport or Helipad								C		C	C	
Home Improvement Center							P	C		P		
Home Occupation, Class 1	A	A	A	A	A	A	A	A	A	A	A	2
Home Occupation, Class 2	C	C	C	C	C	C	C	C	C	C	C	2
Hospital	C	C	C	C		C	P	C		P	C	
Hotel							P	P	P	P		
Hotel, Full-service							P	P	P	P		1
Hypermarket							P			P		
Industrial Equipment Repair Establishment											P	
Industrial Park											P	
Industrial Supplies Establishment											P	

STAFF REPORT ADDENDUM C

RZ21-02 / Administrative / 20 Scott Avenue

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Industry, Heavy											C	32
Industry, Light							C			C	P	9, 10
Instructional Studio		C	C	C		P	P	P		P		28, 29
Junkyard											C	17
Kennel, Commercial						C	P					7
Laboratories									P	P	P	9, 10
Laundromat			C	C		P	P	P		P		28, 29
Liquor Store							P	P		P		
Lodging or Rooming House			C	P			P					
Manufactured Homes	P	P	P	P	P							16
Manufactured Housing Sales											P	
Manufacturing, Heavy											P	32
Marina, Commercial							C	C		C	C	14
Marina, Private							C	C		C	C	14
Marine Supplies Establishment							P			P	P	9, 10
Medical Cannabis Dispensary							P			P		
Medical Cannabis Growing Facility											P	
Medical Cannabis Processing Facility										P	P	
Mixed Use Building			C	P		P	P	P	P	P		20, 26, 28

STAFF REPORT ADDENDUM C

RZ21-02 / Administrative / 20 Scott Avenue

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Motel							P	P		P		
Motorcycle Sales Establishment							P			P		
Movie Theater, Large							P	C		P		
Movie Theater, Small						P	P	P		P		28
Multi-Use Nonresidential Building					C	C		C	P		P	29
Newsstand		C	C	C		P	P	P	P	P		29
Nursery, Plant							P	C		C		
Nursing Home				P			P		P			
Office Building					P	C	P	P	P	P	P	
Office Equipment Repair Establishment							P	P		P	P	4, 9, 10
Office, Medical					P		P	P	P	P		
Office Park									C	P	P	
Office Supplies Establishment						P	P	P	P	P		28
Oil Change Facility							P	P		P	P	
Outdoor Flea Market						C	C	C		C		
Outdoor Storage							C			C	P	
Outdoor Storage, Seasonal							P			P	P	
Park and Recreational Services	C	C	C	P		P	P	P	P			11, 28
Parking Lot, Principal Use				C		P	P	C		P	P	

STAFF REPORT ADDENDUM C

RZ21-02 / Administrative / 20 Scott Avenue

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Parking Structure, Principal Use				C		P	P	C		P	P	28
Passenger Station, Motor Bus, Railroad						C	P	P		P	P	
Pawnshop						P	P	P		P		28
Penal/Correctional Institution											C	
Personal Services Establishment				C	P	P	P	P	C	P		28, 29
Personal Storage Facility							C			C	C	15
Private Club							C			P	P	18
Professional Services Establishment			C	C	P	P	P	P		P		28, 29
Recreation Facility, Commercial, Outdoor						C	P			P		11
Recreational Facility, Commercial, Indoor						C	P			P		11
Recyclable Collection Center/ Solid Waste Transfer Station											P	6
Recycling Center										P	P	
Repair, Small Engine and Motor Shop							P	P		P	P	4, 9, 10
Research and Development Center									C	P	P	
Restaurant				P		P	P	P	P	P		27, 28, 29
Restaurant with Drive-in							P	P	P	P		
Restaurant, Family			C	P		C	P	P	P	P		28, 29
Restaurant, Fast Food						C	P	P	P	P		22, 25, 27
Restaurant, Private Club						C	P	C		P	P	18, 27

STAFF REPORT ADDENDUM C

RZ21-02 / Administrative / 20 Scott Avenue

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Restaurant, Private Wine						P	P	P		P	P	
Retail Sales Establishment						P	P	P		P		28
Re-use of Closed/Vacant School or Church	C	C	C	C		C	C	C				
Salvage Yard											C	
School (K-12), Private	C	C	C	C		C	P	P		P		
Sexually Oriented Business											C	
Shooting Range, Indoor							C			C	P	
Shopping Center, Large Scale							P			P		
Shopping Center, Medium Scale							P			P		
Shopping Center, Small Scale							P			P		
Snack Bar/Snack Shop				C		P	P	P	A	P		28, 29
Sporting Goods Establishment						C	P	P		P		
Tavern						P	P	P		P	P	21, 28
Taxicab Service							P			P	P	23
Telecommunications Class I	P	P	P	P	P	P	P	P	P	P	P	30
Telecommunications Class II			P	P		P	P	P	P	P	P	30
Telecommunications Class III						C	C	C		C	C	30
Transient Amusement Enterprise							P			P	P	
Terminal, Truck or Motor Freight											P	

STAFF REPORT ADDENDUM C

RZ21-02 / Administrative / 20 Scott Avenue

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
University or College, Private							C	P		P		
Upholstery/Interior Decorating Service							P	P		P		4
Video Gaming/Lottery Establishment											P	13
Veterinary Clinic					C	P	P	P		P		7, 28
Warehousing/Distribution									P		P	21
Wellness Center			C	C	P	C	P	P	P	P		29
Wholesale Establishment									P	P	P	
Wrecker Service							C				P	

(Ord. No. 06-37, 11-8-2006; Ord. No. 06-48, 12-5-2006; Ord No. 07-17, 6-5-2007; Ord. No. 07-19, 6-5-2007; Ord. No. 07-20, 6-5-2007; Ord. No. 07-53, 11-6-2007; Ord. No. 09-08, 3-3-2009; Ord. No. 09-16, 5-5-2009; Ord. No. 09-29, 7-7-2009; Ord. No. 11-44, 11-1-2011; Ord. No. 12-27, 7-3-2012; Ord. No. 13-32, 7-2-2013; Ord. No. 16-38, 8-2-2016; Ord. No. 16-43, 9-6-2016; Ord. No. 16-48, 10-4-2016; Ord. No. 17-27, 7-5-2017; Ord. No. 18-14, 4-3-2018; Ord. No. 18-23, 7-10-2018; Ord. No. 18-24, 6-5-2018; Ord. No. 18-29, 10-16-2018; Ord. No. [2020-21](#), 7-7-2020)

STAFF REPORT ADDENDUM D

RZ21-02 / Administrative / 20 Scott Avenue

Concurrence with the 2013 Comprehensive Plan Update

The following narrative identifies where, in the opinion of the Planning Division, the subject zoning map amendment petitions are in concurrence and/or are inconsistent with the 2013 Comprehensive Plan Update.

INTENT	Development proposals will reflect the spirit and values expressed in the Plan's principals.
---------------	--

Principles for Land Management

Principal 1	Infill development and redevelopment of underutilized and/or deteriorating sites takes priority over development in green field locations at the city's edge.	<input checked="" type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input type="checkbox"/> N/A or Inconclusive
	<i>The subject premises are located at the city's edge and are expected to create additional demand for development, especially utility and mobility infrastructure.</i>	
Principal 2	Expansion of the urban area will occur in a contiguous pattern that favors areas already served by existing infrastructure.	<input checked="" type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input type="checkbox"/> N/A or Inconclusive
	<i>The subject premises are located near an automotive transit destination (Exit 1 of U.S. Interstate 68). New infrastructure will be required to support increased development intensity available. Coordination with the County and MPO will be required for future development that increases density or trip demand.</i>	
Principal 3	Downtown, adjacent neighborhoods and the riverfront will be the primary focus for revitalizations efforts.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
	<i>The premises are located at the periphery of the city's corporate limits and may encourage sprawl development in areas without zoning or local building and life-safety code compliance. However, opportunities for transit-oriented design and other development that would complement the interstate or encourage mixed-use development are not readily available with R-1. Single-Family Residential and could be considered at odds with the expected development character of an interstate exit and adjacent land uses (not in the corporation limits of the City of Morgantown).</i>	
Principal 4	Existing neighborhoods throughout the city will be maintained and/or enhanced.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
	<i>The properties are not identified as being in any city neighborhood and are bounded by a interstate highway to the south, a major arterial highway to the north and east, and unincorporated Monongalia County mixed development patterns to the west.</i>	

STAFF REPORT ADDENDUM D

RZ21-02 / Administrative / 20 Scott Avenue

Principal 5	Quality design is emphasized for all uses to create an attractive, distinctive public and private realm and promote positive perceptions of the region.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
<i>Site and building design are extraneous to the petitioner's zoning map amendment request.</i>		
Principal 6	Development that integrates mixed-uses (residential, commercial, institutional, civic, etc.) and connects with the existing urban fabric is encouraged.	<input checked="" type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input type="checkbox"/> N/A or Inconclusive
<i>Mixed-use development patterns are permitted in the B-2 District, as opposed to the R-1, District that is predominantly geared to detached single-family dwellings on large parcels. The opportunity of more intense residential, nonresidential, and/or mixed-use development of the subject premises appears possible with the B-2, District.</i>		
Principal 7	Places will be better connected to improve the function of the street network and create more opportunities to walk, bike and access public transportation throughout the region.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
<i>The map amendment would not result in any immediate street or pedestrian network improvements. This area may require transit oriented development and infrastructure to encourage additional investment in road network changes.</i>		
Principal 8	A broad range of housing types, price levels and occupancy types will provide desirable living options for a diverse population.	<input checked="" type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input type="checkbox"/> N/A or Inconclusive
<i>The reclassification of the premises currently zoned R-1 to B-2 appears to advance more diverse housing types. Specifically, higher density mixed-use dwellings. A higher density housing product would be permitted as opposed to only single-family dwellings permitted in the R-1, District.</i>		
Principal 9	Residential development will support the formation of complete neighborhoods with diverse housing, pedestrian-scaled complete streets, integrated public spaces, connection to adjacent neighborhoods, and access to transportation alternative and basic retail needs.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
<i>Site design is extraneous to the petitioner's zoning map amendment request. However, access to the site is challenging given topographic and access issues currently on and around the site.</i>		
Principal 10	Parks, open space, and recreational areas are incorporated as part of future development.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
<i>Site design is extraneous to the petitioner's zoning map amendment request.</i>		

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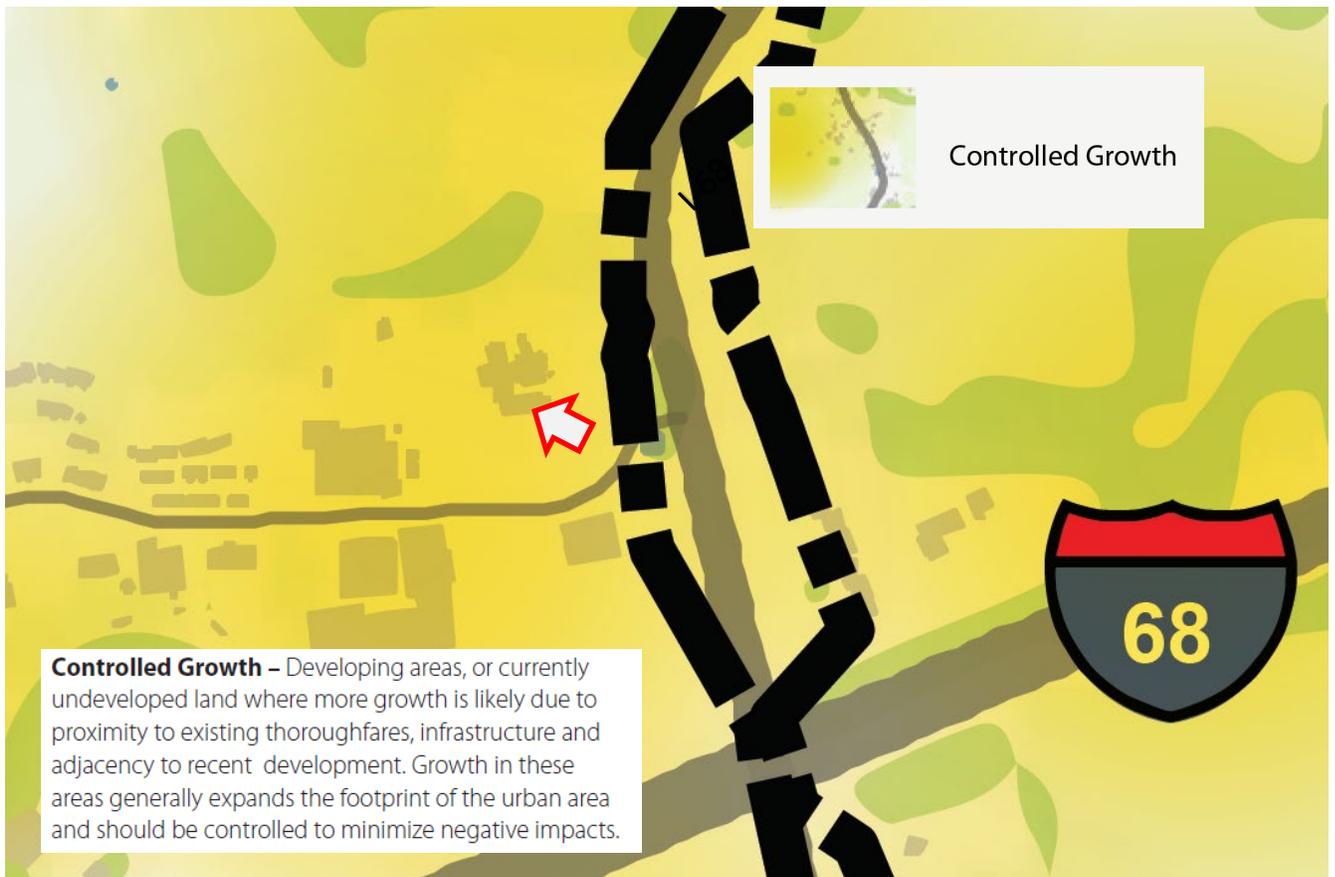
Principal 11	Environmentally sensitive and sustainable practices will be encouraged in future developments.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
--------------	--	--

Site design is extraneous to the petitioner's zoning map amendment request.

LOCATION

Development proposals will be consistent with the Land Management Map. If the proposal applies to an area intended for growth, infill, revitalization, or redevelopment, then it should be compatible with that intent and with any specific expectations within Areas of Opportunity. If the proposal applies to an area of conservation or preservation, it should be compatible with and work to enhance the existing character of the immediate surroundings.

The following graphic is clipped from the **Conceptual Growth Framework Map** included on Page 19 of the 2013 Comprehensive Plan Update. The subject properties within a “**Controlled Growth**” concept area.



STAFF REPORT ADDENDUM D

RZ21-02 / Administrative / 20 Scott Avenue

PATTERN AND CHARACTER

Development proposals in growth areas will be consistent with preferred development types. Development in areas where growth is not intended should be compatible with the relevant Character Areas description and expectations for how those areas should evolve in the future.

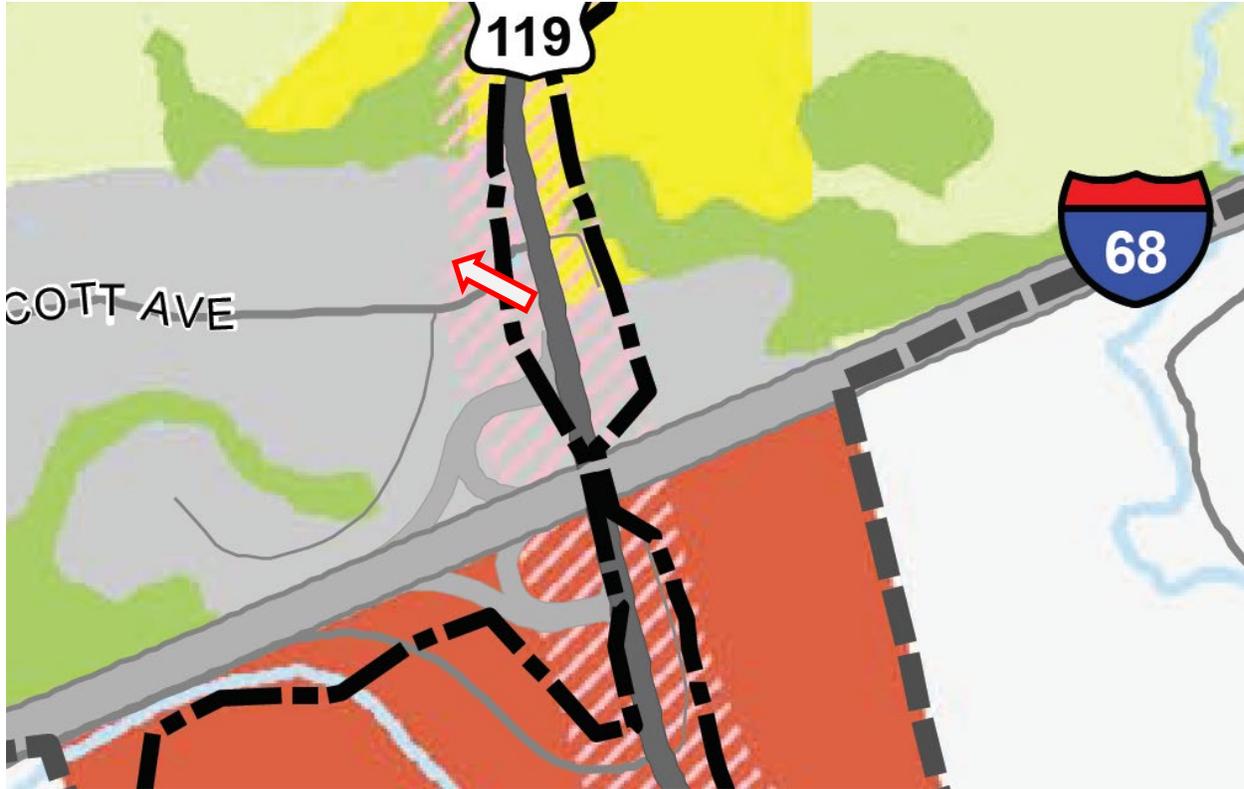
The graphic below is clipped from **Map 3 – Pattern and Character** included on Page 27 of the 2013 Comprehensive Plan Update. The subject property is located within the “**Commercial Node**” pattern and character area.



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The graphic below is clipped from **Map 4 – Land Management** included on Page 39 of the 2013 Comprehensive Plan Update. 20 Scott Avenue is identified as being a “**Developed Area**” with a “**Corridor Enhancement**” development type identified in the Comprehensive Plan.



Developed Areas: Existing developed areas outside the city where neither a conservation nor development intent applies.



Corridor Enhancement:** Improving development along corridors with a mix of uses, increased intensity at major nodes or intersections and roadway improvements to improve traffic flow, pedestrian and biking experience.

**Hatched areas indicate opportunities for corridor enhancement within another concept area.

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The following graphics are clipped from Pages 41 through 43 of the 2013 Comprehensive Plan Update and identify the development types desired within the “Infill and Redevelopment” and/or “WVU Campus Development” concept areas. Not all development types are permitted in both concept areas.

		Appropriate Development Types										
CONCEPT AREA		SF	TF	MF	C	NX	UC	CC	O	I	CD	OS
	Core Enhancement			•	•	•	•					•
	Corridor Enhancement*			•	•	•		•	•			•
	WVU Campus Development		•	•	•	•	•		•	•		•
	Neighborhood Revitalization	•	•	•	•	•						•
	Infill and Redevelopment*			•	•	•	•		•			•
	Encouraged Growth			•	•	•	•		•	•		•
	Controlled Growth	•	•	•	•	•			•	•	•	•
	Neighborhood Conservation*	•	○	○	•							•
	Limited Growth	•			•						•	•
	Preserve											•
	Reserve											•

DEVELOPMENT TYPE DESCRIPTIONS

PATTERN AND CHARACTER EXAMPLES

MF Multi-family Residential

Includes various forms such as apartment buildings where three or more separate residential dwelling units are contained with a structure and townhouse dwelling types. They vary considerably in form and density depending on the context – from four-story or larger buildings set close to the street in and at the edge of the downtown core and along major corridors, to smaller two- to four-story buildings with greater street setbacks in areas between the downtown core and single-family neighborhoods.



C Civic and Institutional

These sites include both public uses (government buildings, libraries, community recreation centers, police and fire stations, and schools) and semi-public or private uses (universities, churches, hospital campuses). Public uses should be strategically located and integrated with surrounding development. Civic and Institutional sites may be distinctive from surrounding buildings in their architecture or relationship to the street.



STAFF REPORT ADDENDUM D

RZ21-02 / Administrative / 20 Scott Avenue

DEVELOPMENT TYPE DESCRIPTIONS

PATTERN AND CHARACTER EXAMPLES

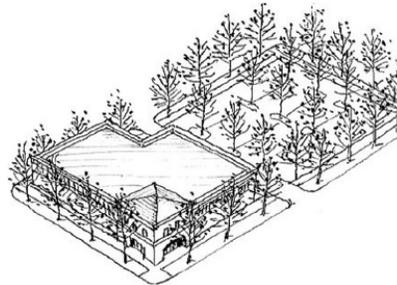
NX Neighborhood Center Mixed-Use

A mix of housing, office, commercial, and civic uses adjacent to one another or contained within the same structure (such as offices or apartments above ground-floor retail). Such uses should be compatible with and primarily serve nearby neighborhoods (within 1/2 mile). Parking should be located behind or to the side of buildings and may be shared between multiple uses.



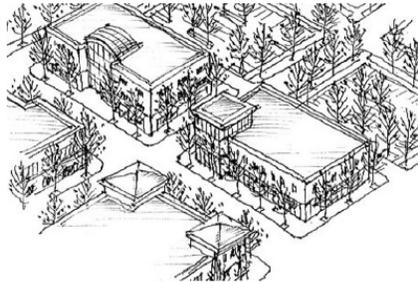
CC Community Commercial

Larger scale, primarily retail, restaurant and accommodation uses that serve the broader community. Buildings should be located close to the street with parking to the rear or side and should be well-connected to surrounding development and pedestrian infrastructure.



O Office / Research

Larger-scale 2-6 story buildings generally housing professional offices or research/development activities with single or multiple tenants. May involve multiple large-scale buildings in a campus setting, but buildings should be in a walkable configuration with shared parking typically behind or to the side. Supportive retail establishments may occupy the lower levels of a multistory building. Supportive retail uses include coffee shops, delicatessens, barbers, and bookstores among others.



OS Greenspace

Includes formal parks, recreation areas, trails, and natural open space.





MEMORANDUM

City Grant Writer
389 Spruce Street
Morgantown, WV 26505
304.284.7479

Date: Thursday, May 6, 2021
To: City Council
cc: A. Kim Haws, City Manager via email
Christine Wade, City Clerk via email
RE: City Council Meeting Agenda | Tuesday, June 1, 2021
Resolution Approving and Authorizing FY 2021 CDBG Annual Action Plan

Appended hereto are the following documents concerning the submission of the City’s FY 2021-2022 Community Development Block Grant (CDBG) Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

- City Council Resolution approving and authorizing to submit to HUD the FY 2021-2022 Annual Action Plan.
- The FY 2021-2022 Annual Action Plan Executive Summary. The entire document is available at <http://www.morgantownwv.gov/DocumentCenter/View/3897/Draft---FY-2021-Annual-Action-Plan>
- A table identifying all projects/activities for which CDBG funding was requested, along with an explanation why certain requests were not included in the Draft FY 2021-2022 Annual Action Plan.
- CDBG planning document preparation tasks and schedule.

I respectfully request City Council pass the appended Resolution during the Tuesday, June 1, 2021 meeting to ensure the City meets CDBG Program grant requirements and entitlement community obligations by HUD’s related deadlines.

RESOLUTION

FY 2021-2022 CDBG Annual Action Plan (AAP)

**RESOLUTION APPROVING AND AUTHORIZING TO SUBMIT TO THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT (HUD) THE FY 2021 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN**

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 which address other urgent community development needs; and

WHEREAS, the U.S. Department of Housing and Urban Development has advised the City of Morgantown that under Fiscal Year 2021, the City is eligible to apply for an entitlement grant under the Community Development Block Grant (CDBG) Program in the amount of \$443,787; and

WHEREAS, the City of Morgantown's has prepared an Annual Action Plan for Fiscal Year 2021, which proposes how the entitlement grant funds will be expended to address the housing and community development needs identified in the City's FY 2019 – 2023 Five Year Consolidated Plan; and

WHEREAS, a draft of the FY 2021 Annual Action Plan was on public display from April 28, 2021 through May 27, 2021 and the City held a series of public hearings on said Plan and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final document.

NOW, THEREFORE the City of Morgantown by adoption of this resolution on this 1st day of June, 2021, authorizes the execution of:

SECTION 1. That the Annual Action Plan for the Fiscal Year 2021 CDBG Program is hereby in all respects APPROVED and the City Manager is hereby directed to file a copy of said Annual Action Plan for Fiscal Year 2021 with the Official Minutes of this Meeting of this Council.

SECTION 2. That the City is COGNIZANT of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant Program with Federal Financial Assistance, including those relating to (a) the relocation of site occupants, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and other assurances as set forth under the certifications.

SECTION 3. That the City Manager, on behalf of the City of Morgantown, West Virginia, is AUTHORIZED to file an Application for financial assistance with the U.S. Department of Housing and Urban Development which has indicated its willingness to make available funds to carry out the CDBG Program in the amount of \$443,787; and its further AUTHORIZED to act as the authorized representative of the City of Morgantown to sign any and all documents in regard to these programs.

SECTION 4. That the City Manager on behalf of 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 or revised data which the U.S. Department of Housing and Urban Development may request in review of the City's Application.

ADOPTED INTO A RESOLUTION THIS 1ST DAY OF JUNE 2021 BY THE COMMON COUNCIL OF THE CITY OF MORGANTOWN, WEST VIRGINIA.

IN WITNESS WHEREOF, I, Ron Dulaney, Jr., 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 1ST day of June, 2021.

Ron Dulaney, Jr., Mayor

City Clerk

EXECUTIVE SUMMARY

FY 2021-2022 CDBG Annual Action Plan (AAP)

FY 2021 ANNUAL ACTION PLAN

June 1, 2021

Honorable Ron Dulaney, Jr., *Mayor*



CITY OF MORGANTOWN, WV

**BUILT ON EXPERIENCE
URBAN
DESIGN
VENTURES**

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PART IV. APPENDIX

Citizen Participation

DRAFT



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Morgantown, West Virginia is a Federal entitlement community under the U.S. Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program. In compliance with the HUD regulations, the City of Morgantown has prepared this FY 2021 Annual Action Plan for the period of July 1, 2021 through June 30, 2022. This Annual Action Plan is a strategic plan for the implementation of the City's Federal Programs for housing, community, and economic development within the City of Morgantown. This is the third Annual Action Plan under the City's FY 2019-2023 Five-Year Consolidated Plan.

The FY 2021 Annual Action Plan is a collaborative effort of the City of Morgantown, the community at large, social service agencies, housing providers, community development agencies, and economic development groups. The planning process was accomplished through public meetings, statistical data, review of the City's Comprehensive Plan, and other community plans.

During the FY 2021 Program Year, the City of Morgantown will receive the following Federal funds:

- **CDBG:** \$437,342.00

The City of Morgantown proposes to undertake the following activities with the FY 2021 CDBG Funds:

1. **General Administration** - \$ 87,468.00
2. **The Bartlett House - Housing First Model** - \$25,000.00
3. **Morgantown Area Youth Services Project (MAYSP) - Intervention Services** - \$18,720.00
4. **Former Woodburn School - Park Improvements** - \$306,154.00

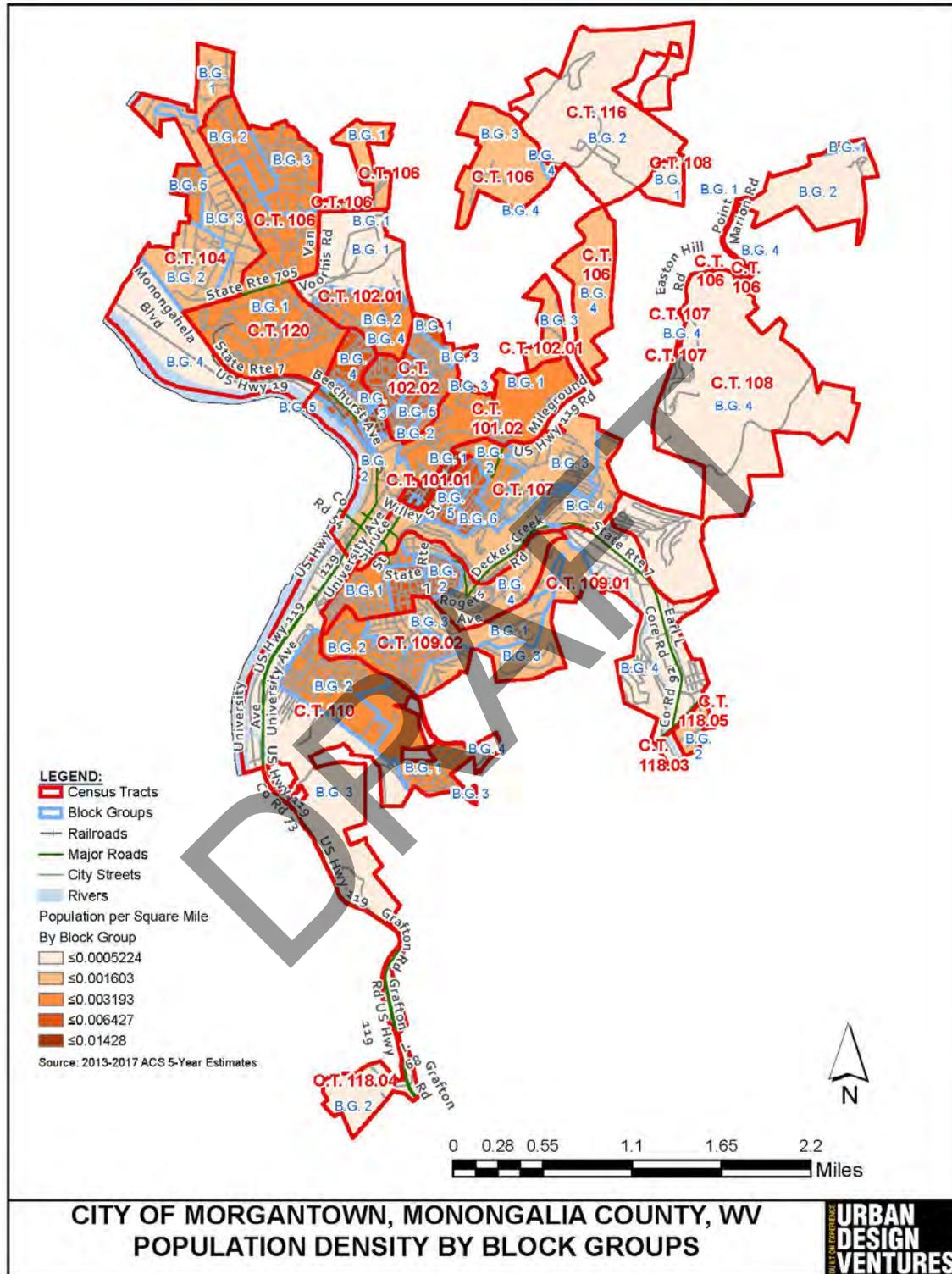
Maps

The following maps which illustrate the demographic characteristics of the City of Morgantown:

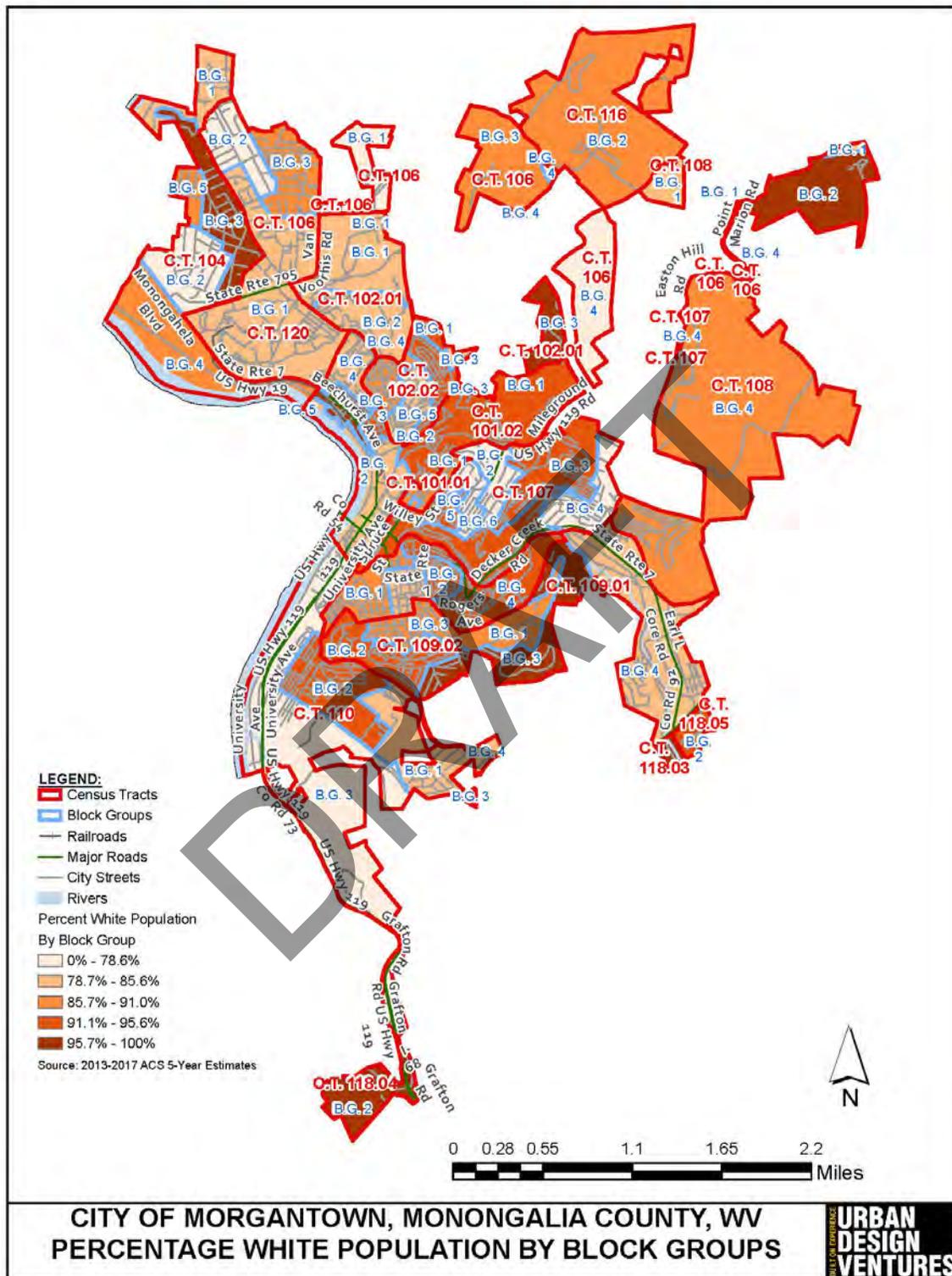
- Population Density by Block Group
- Percent White Population by Block Group
- Percent Minority Population by Block Group
- Percent Population Age 65+ by Block Group
- Population Age 65+ by Block Group
- Housing Density by Block Group
- Percent Owner-Occupied Housing Units by Block Group
- Percent Renter-Occupied Housing Units by Block Group
- Percent Vacant Housing Units by Block Group
- Low/Moderate Income Percentage by Block Group
- Low/Moderate Income Percentage w/ Minority Overlay by Block Group

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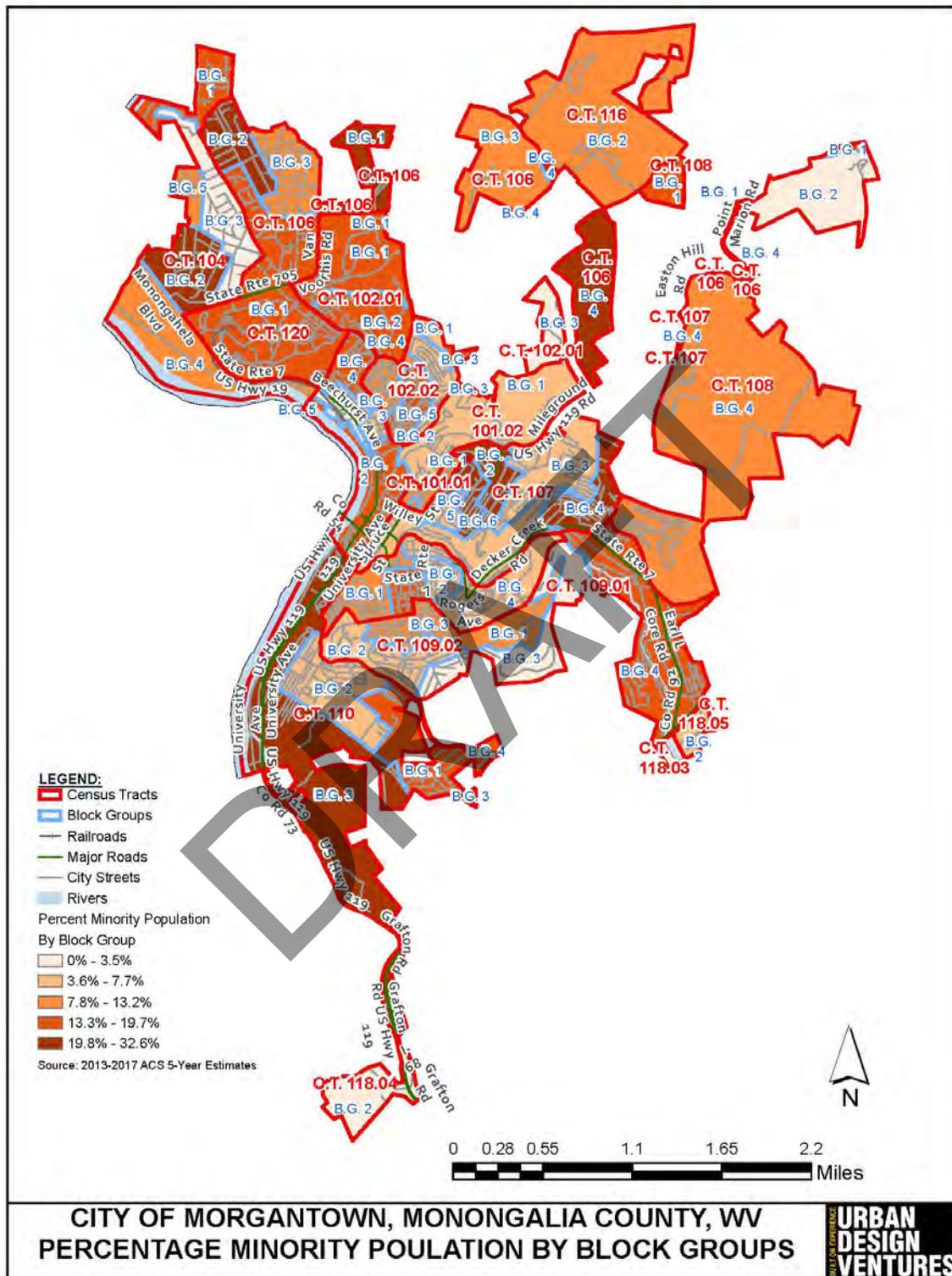
Population Density by Block Group



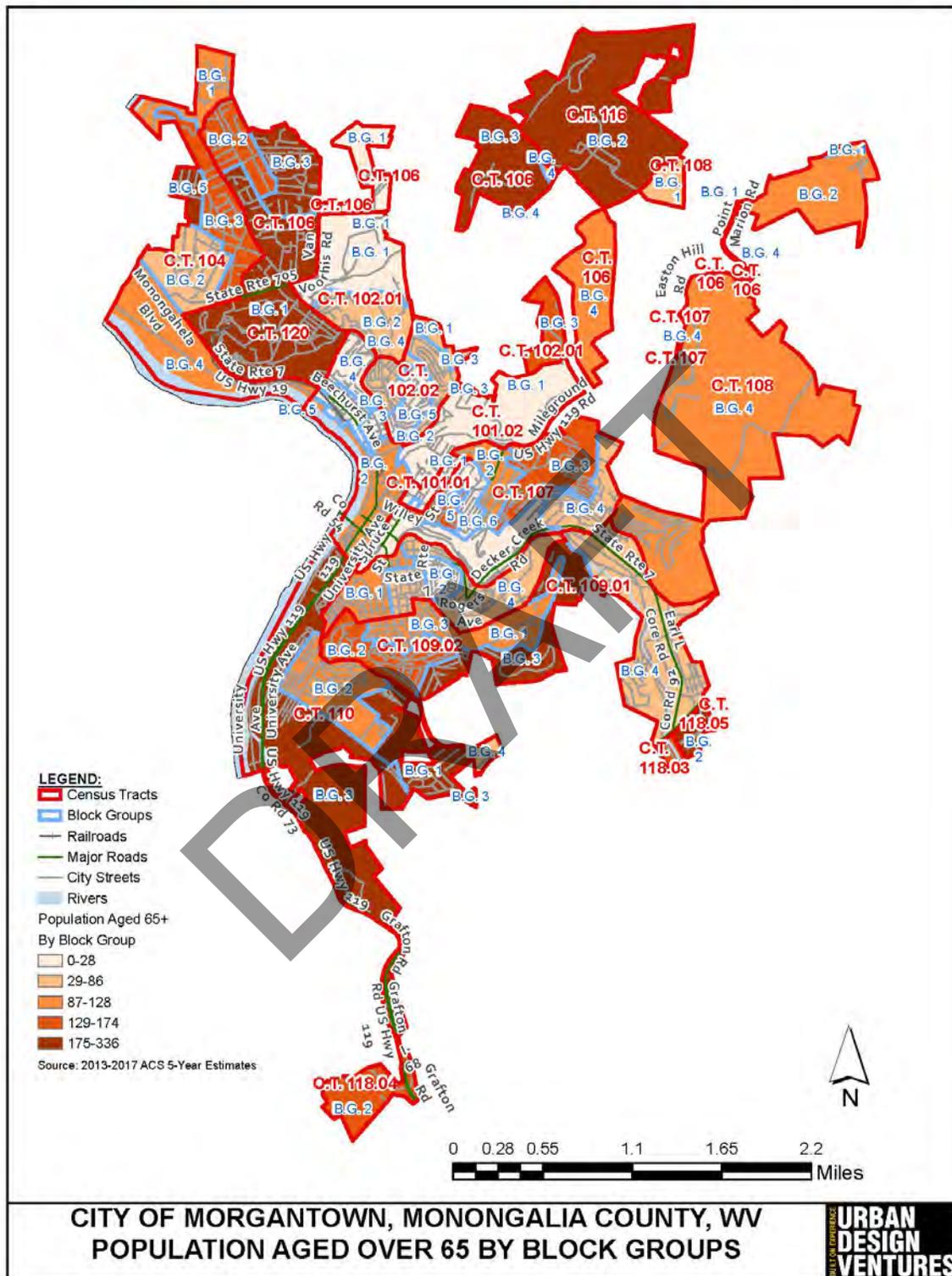
Percent White Population by Block Group



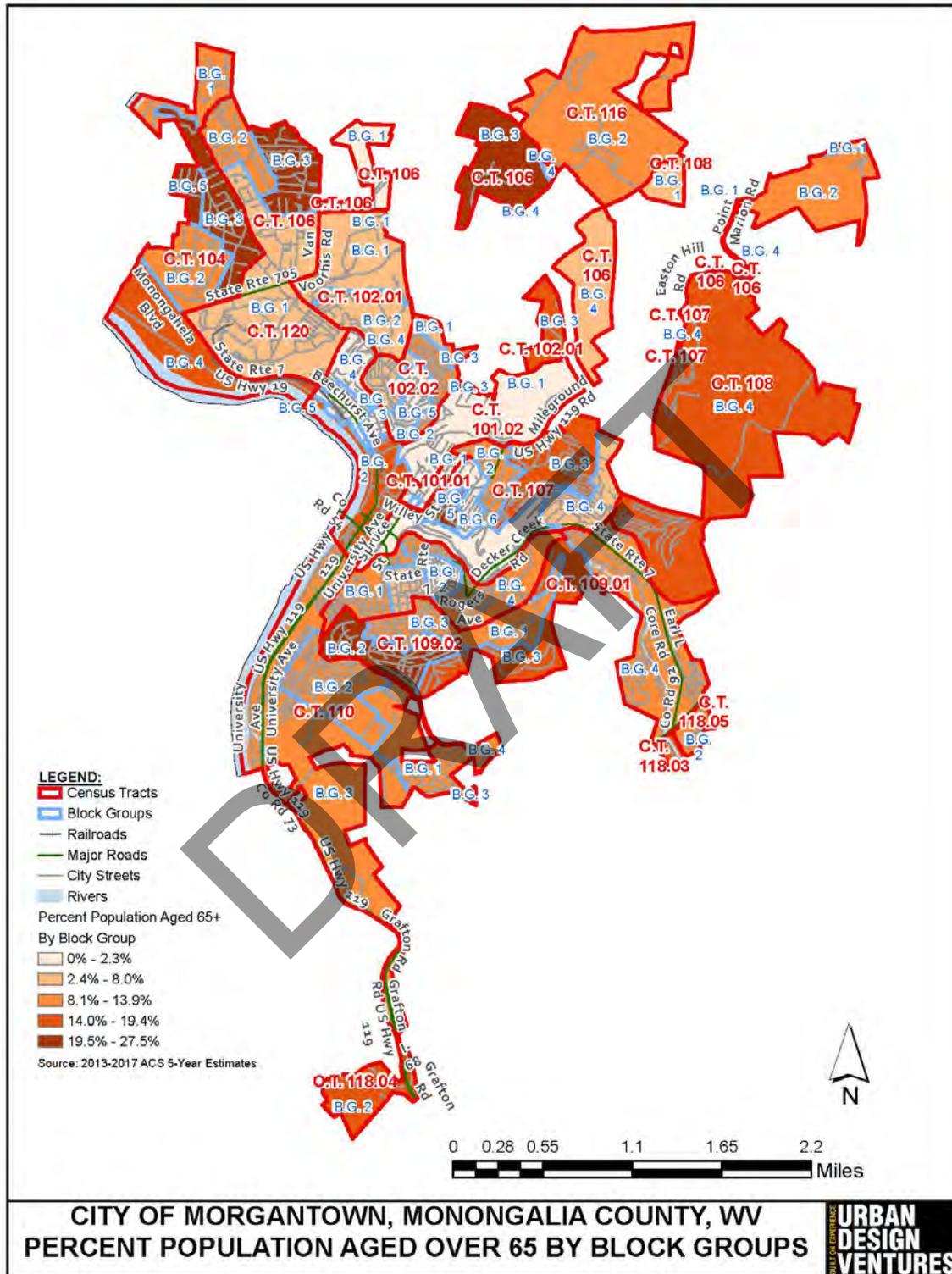
Percent Minority Population by Block Group



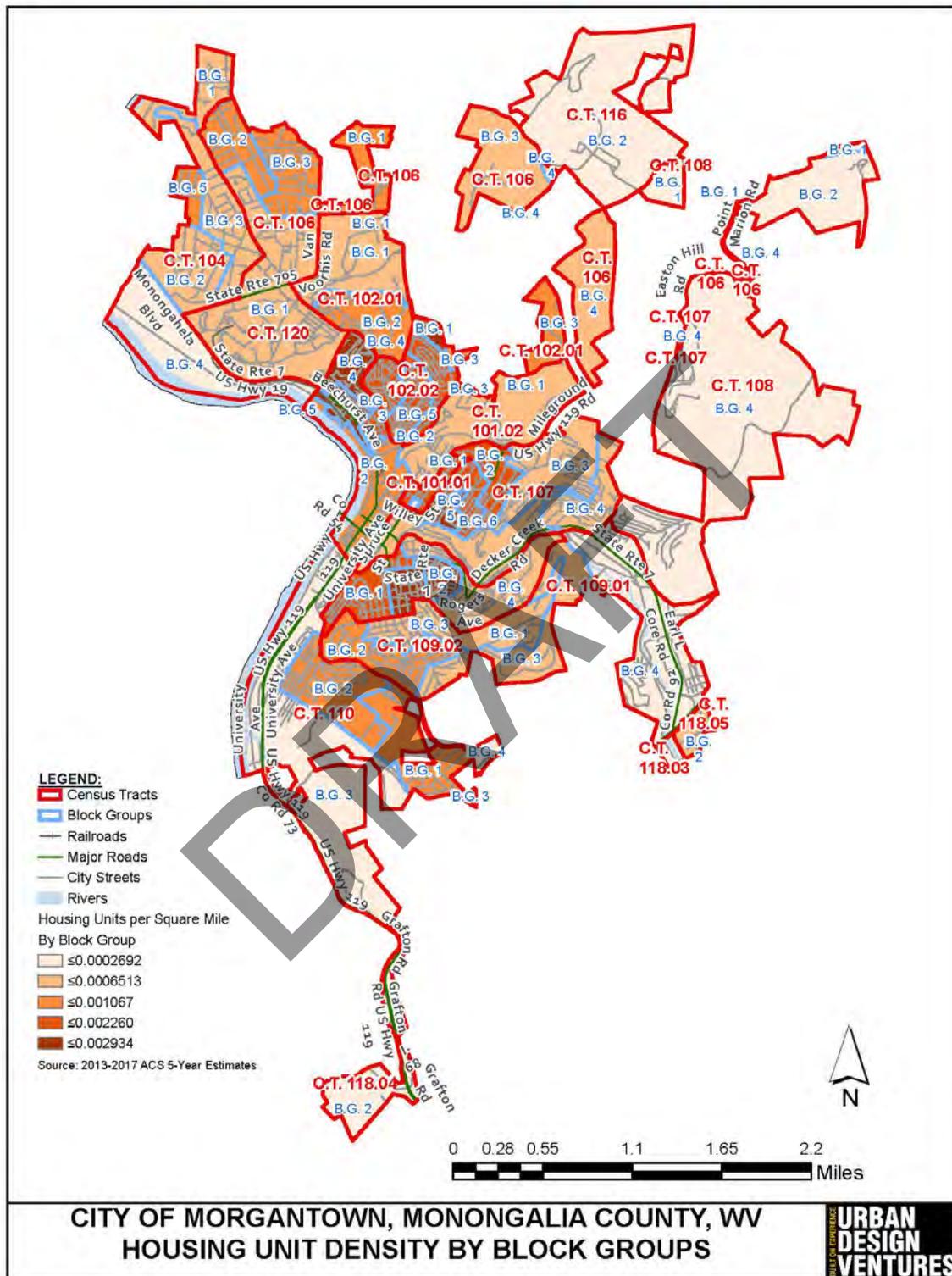
Percent Population Age 65+ by Block Group



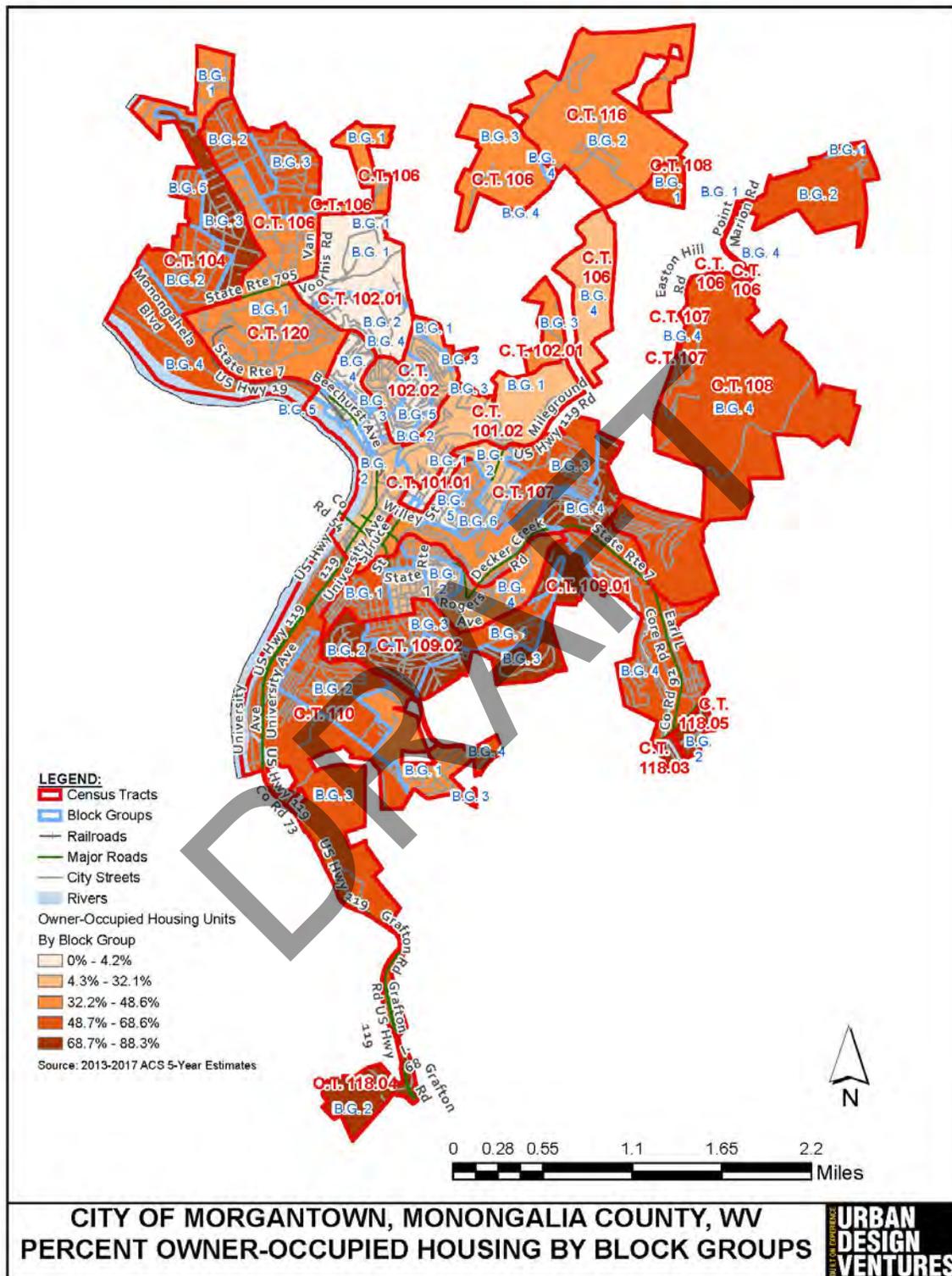
Population Age 65+ by Block Group



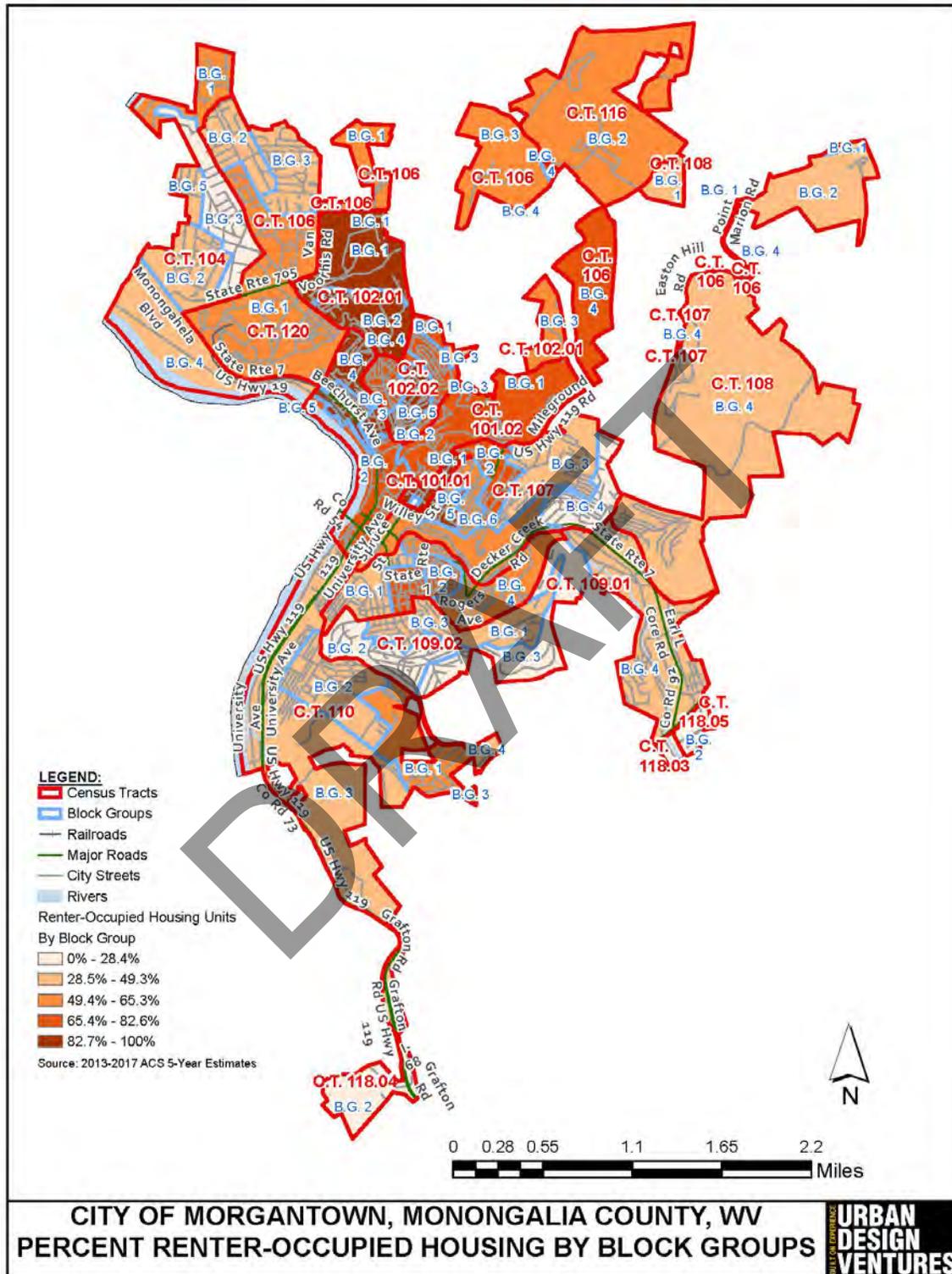
Housing Density by Block Group



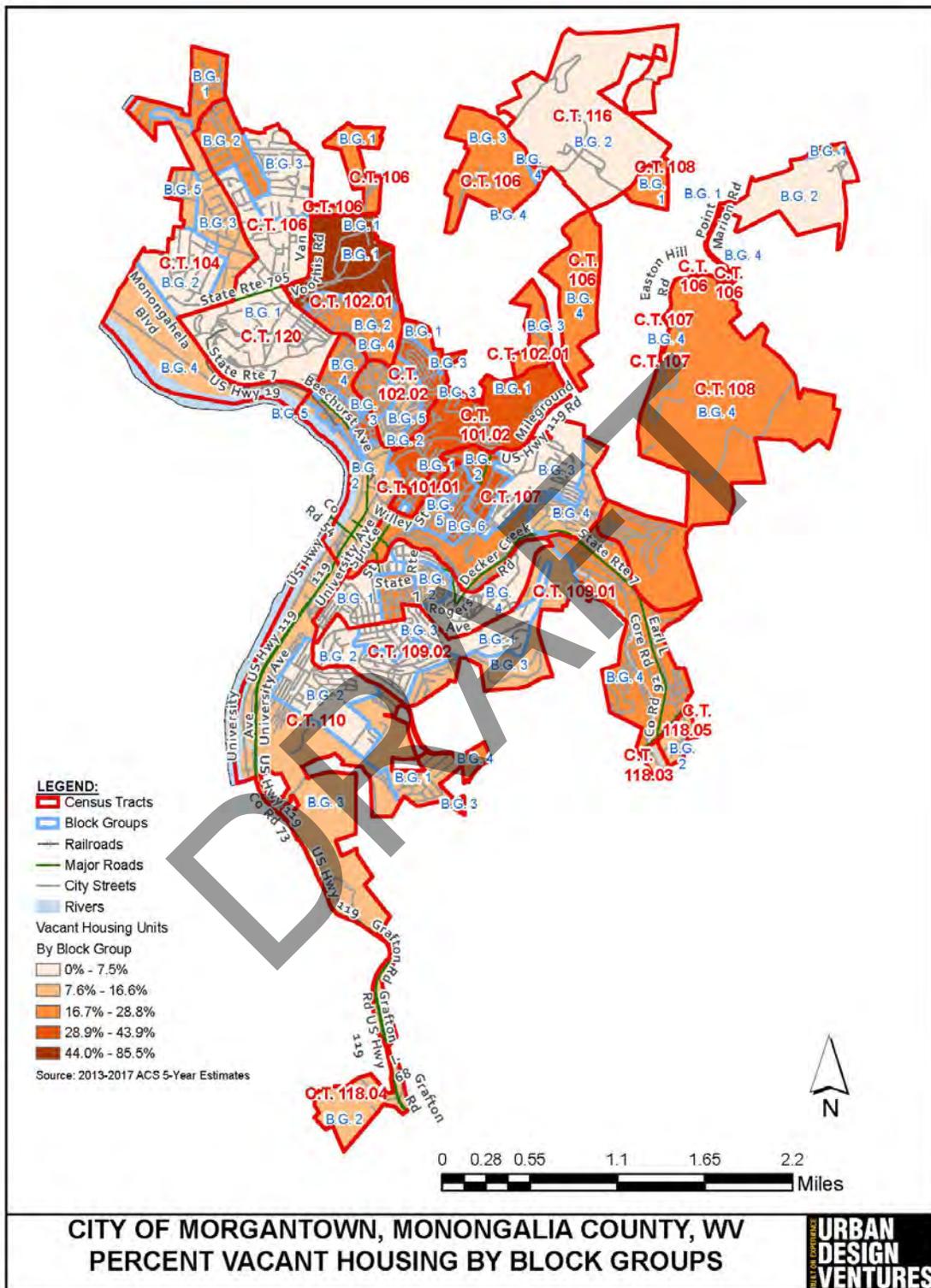
Percent Owner-Occupied Housing Units by Block Group



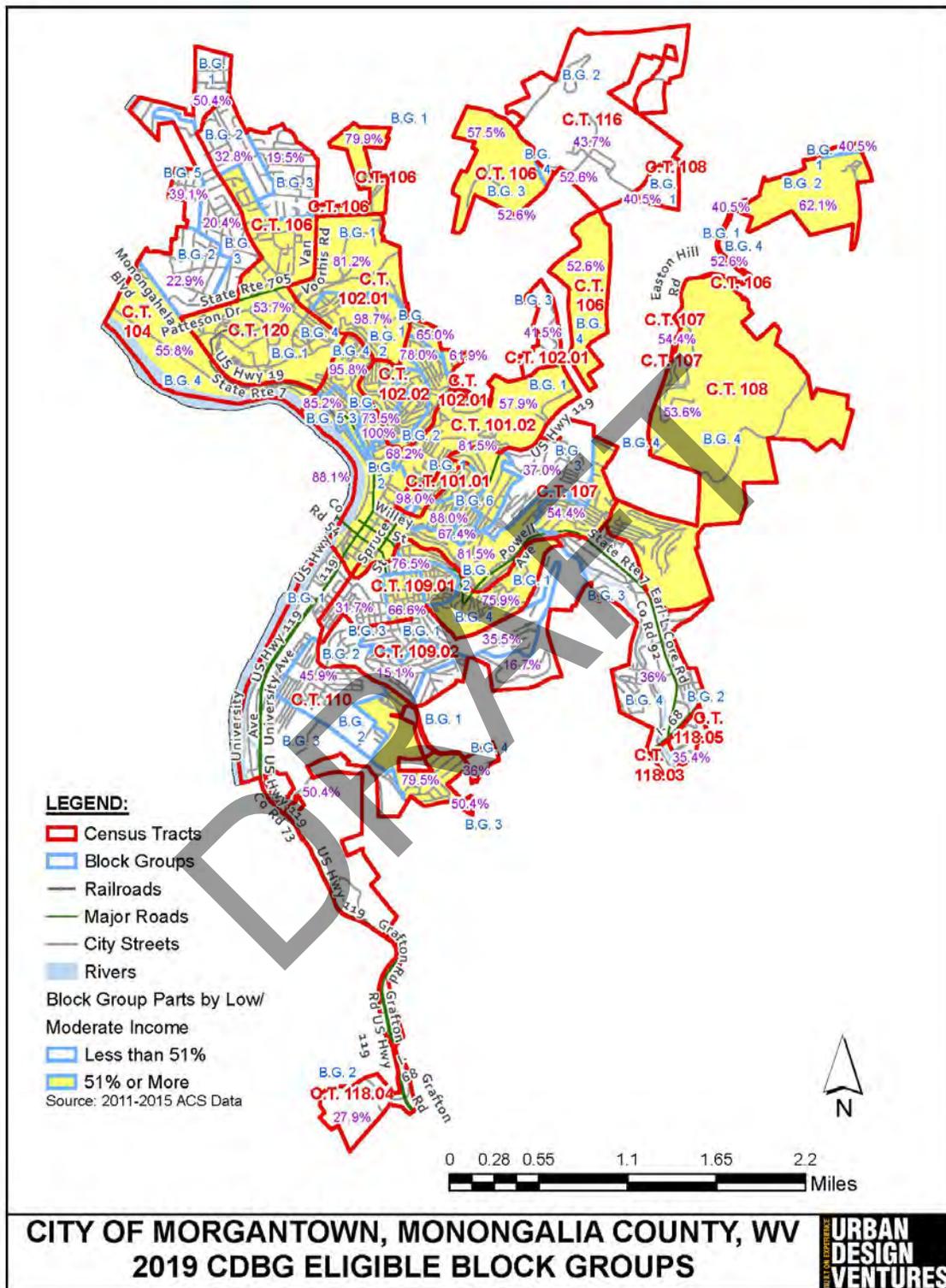
Percent Renter-Occupied Housing Units by Block Group



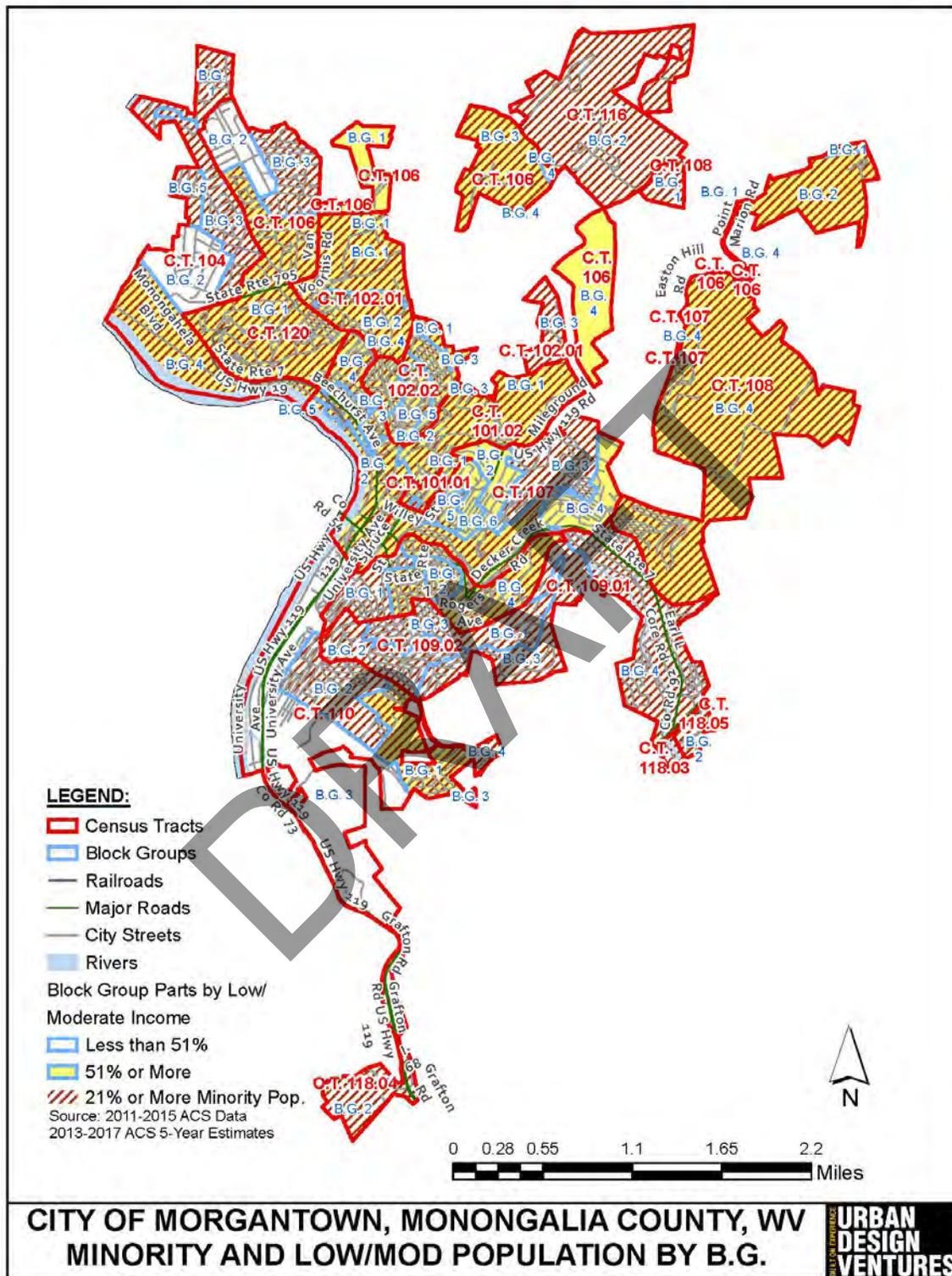
Percent Vacant Housing Units by Block Group



Low/Moderate Income Percentage by Block Group



Low/Moderate Income Percentage w/ Minority Overlay by Block Group



2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The “Vision” of this Five-Year Consolidated Plan is to serve as a consolidated planning document, an application, and a strategic plan for the City of Morgantown. The following goals and objectives have been identified for the five-year period of FY 2019 through FY 2023.

Housing Strategy –

Priority Need: There is a need to increase the amount of affordable, decent, safe, and sanitary housing for homebuyers, homeowners, and renters.

Goals:

- **HS-1 Homeownership** – Assist low- and moderate-income households to purchase homes through down payment / closing cost assistance and associated housing counseling.
- **HS-2 Housing Rehabilitation** – Conserve and rehabilitate existing affordable housing units occupied by owners and renters in the community by addressing code violations, emergency repairs, and accessibility for persons with disabilities.
- **HS-3 Housing Construction** – Increase the supply of decent, safe and sanitary accessible housing that is affordable to owners and renters in the City through new construction.
- **HS-4 Fair Housing** – Promote fair housing choice through education and outreach, and affirmatively further fair housing.

Homeless Strategy –

Priority Need: There is a need to develop and preserve housing opportunities for homeless persons and persons or families at-risk of becoming homeless.

Goals:

- **HO-1 Housing** – Support the Continuum of Care's efforts to provide emergency shelter, transitional housing, permanent supportive housing, and other permanent housing opportunities.
- **HO-2 Operation/Support** – Assist providers operating housing or providing support services for the homeless and persons or families at-risk of becoming homeless.

Other Special Needs Strategy –

Priority Need: There is a need to increase housing opportunities, services, and facilities for persons with special needs.

Goals:

- **SN-1 Housing** – Increase the supply of affordable, accessible, decent, safe, and sanitary housing for the elderly, persons with disabilities, persons with HIV/AIDS, victims of domestic violence, persons with alcohol/drug dependency, and persons with other special needs through rehabilitation of existing buildings and new construction.
- **SN-2 Social Services** – Support social service programs and facilities for the elderly, persons with disabilities, persons with HIV/AIDS, victims of domestic violence, persons with alcohol/drug dependency, and persons with other special needs.

Community Development Strategy

Priority Need: There is a need to improve the community facilities, infrastructure, public services, and the quality of life in the City of Morgantown.

Goals:

- **CD-1 Community Facilities** – Improve parks, recreational facilities, neighborhood facilities, and trails including accessibility improvements to public buildings and all community facilities in the City.
- **CD-2 Infrastructure** – Improve the public infrastructure through rehabilitation, reconstruction, and new construction of streets; sidewalks; bridges, curbs; walkways; water; storm water management; sanitary sewers; handicap accessibility improvements and removal of architectural barriers; etc.
- **CD-3 Public Services** – Improve and enhance public services, programs for youth, the elderly, and persons with disabilities, and general social/welfare public service programs for low- and moderate-income persons and households.
- **CD-4 Public Safety** – Improve public safety facilities, equipment, crime prevention, community policing, and ability to respond to emergency situations.
- **CD-5 Clearance/Demolition** – Remove and eliminate slum and blighting conditions through demolition of vacant, abandoned, and dilapidated structures.

Economic Development Strategy

Priority Need: There is a need to increase employment, self-sufficiency, educational training, and empowerment for residents of the City of Morgantown.

Goals:

- **ED-1 Employment** – Support and encourage job creation, job retention, and job training opportunities.
- **ED-2 Development** – Support business and commercial growth through expansion and new development.
- **ED-3 Redevelopment** – Plan and promote the development, redevelopment, and revitalization of vacant mixed use, commercial and industrial sites.

- **ED-4 Financial Assistance** – Support and encourage new economic development through local, state, and Federal tax incentives and programs such as Tax Incremental Financing (TIF), tax abatements (LERTA), Enterprise Zones/Entitlement Communities, Section 108 Loan Guarantees, Economic Development Initiative (EDI) funds, Opportunity Zones, etc.
- **ED-5 Access to Transportation** – Support the expansion of public transportation and access to bus and automobile service and facilities serving alternate modes of transportation to assist residents to get to work or training opportunities.

Administration, Planning, and Management Strategy

Priority Need: There is a need for planning, administration, management, and oversight of Federal, State, and local funded programs to address the housing and community and economic development needs.

Goals:

- **AM-1 Overall Coordination** – Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, environmental clearance, fair housing, preparation of applications for funding, performance evaluation reports and compliance with all Federal, State, and local laws and regulations.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each year, the City of Morgantown prepares and submits its CAPER to HUD within ninety (90) days after the start of the new program year. The FY 2019 CAPER is the most recent CAPER to be completed by the City of Morgantown. The CAPER was approved by HUD. As reported in the FY 2019 CAPER, the City expended 100% of its CDBG funds for the benefit of low- and moderate-income persons. The City expended \$39,000.00 for public service activities, which was below the 15% public services cap at 5.18%. The City obligated \$81,157.00, which met the 20% administrative cap. The City was under its 1.5 drawdown ratio with a drawdown ratio of 0.79. Morgantown is carrying out its projects in a timely manner and in accordance with all HUD activity guidelines and match requirements.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Annual Action Plan has many components to gather citizen participation which includes: citizen participation plan; requests for proposals for funding (RFP's) from agencies/organizations; citizen participation process; Consultation Process; and the development of the annual action

plan. Each component of this plan principally serves the needs of the low- and moderate-income population in the City. The City emailed out CDBG funding applications to its list of agencies/organizations. This list is updated regularly.

The City developed the plan based on citizen input, the information obtained from agencies/organizations, and meetings with other City staff and departments. A "draft plan" and budget are annually prepared and placed on public display for a 30-day review and comment period. This is advertised in a local newspaper of general circulation in the City, with the times, dates, and locations where the plan may be examined. A public hearing on the plan was also advertised and conducted. Citizen, agency, and organization comments were either incorporated into the plan or if not included, the reason why the comments were not accepted are included in the plan.

The City of Morgantown held a virtual public needs hearing at 11:00 AM on April 7, 2021. This hearing provided residents, agencies, and organizations with the opportunity to discuss the City's CDBG Program and to provide suggestions for future priorities and activities. The City of Morgantown advertised the public needs hearing in the "Dominion Post" on Friday, March 26, 2021. The City also posted information about the public meetings on the City's Channel 15 public broadcasting station.

The Second Public Hearing Notice was published on Friday, April 23, 2021 in the "Dominion Post" and the Second Public Hearing was held virtually on Wednesday, May 26, 2021 at 11:00 AM. During the Second Public Hearing, the residents were given the opportunity to comment on the draft version of the FY 2021 Annual Action Plan.

The "FY 2021 Annual Action Plan" was on display for a period of 30-day period beginning Wednesday, April 28, 2021 and ending Thursday, May 27, 2021. The availability for review of the "draft plan" was advertised in the local newspapers and the plan was on display at the City of Morgantown's website <http://www.morgantownwv.gov/185/Community-Development>.

Schedule:

The following schedule was used in the preparation of the FY 2021 Action Plan:

- **Publish Notice of Needs Hearing** – Friday, March 26, 2021
- **Funding Applications Available** – Friday, March 26, 2021
- **Virtual First Public Hearing** – Wednesday, April 7, 2021 at 11:00 AM
- **Funding Applications Due to the City** – Thursday, April 15, 2021 at 4:00 PM
- **Publish Notice of Display of Draft and Public Hearing in the Newspaper** – Friday, April 23, 2021
- **Annual Action Plan on Display** – Wednesday, April 28, 2021
- **Virtual Second Public Hearing** – Wednesday, May 26, 2021 at 11:00 AM
- **End of Annual Action Plan on Display** – Thursday, May 27, 2021

- **City Council Adopts FY 2020 Annual Action Plan** – Tuesday, June 1, 2021
- **Submission of Annual Action Plan to HUD on or before** – Tuesday, June 8, 2021

A more detailed analysis and description of the citizen participation process is contained in Section PR-15 Citizen Participation.

5. **Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A public hearing was held to seek input from interested residents and community organizations for the FY 2021 funds on Wednesday, April 7, 2021 at 11:00 AM at the City Hall Council Chambers. The City of Morgantown advertised in the “Dominion Post” on Friday, March 26, 2021. This provided the residents, agencies, and organizations with the opportunity to discuss the City's CDBG program and to provide suggestions for future CDBG Program priorities and activities.

The City received two (2) funding requests and funded two (2) of them in addition to general administration and park improvements to the Former Woodburn School.

The FY 2021 Annual Action Plan was placed on public display on Wednesday, April 28, 2021 and a Second Public Hearing was held virtually on Wednesday, May 26, 2021 at 11:00 AM. A newspaper notice announcing that these documents were placed on public display was published on Friday, April 23, 2021 in the “Dominion Post,” a newspaper of general circulation in the area. Comments that were received at the Second Public Hearing are included in the Citizen Participation Section of the Annual Action Plan, which also includes the newspaper ads, sign-in sheets, agendas, and summaries of the meeting minutes.

6. **Summary of comments or views not accepted and the reasons for not accepting them**

All comments and suggestions that were received have been accepted and incorporated into the planning documents.

7. **Summary**

The FY 2021 Annual Action Plan for the City of Morgantown includes the City's CDBG Program and outlines which activities the City will undertake during the program year beginning July 1, 2021 and ending June 30, 2022. This is the City's third year of the FY 2019-2023 Five-Year Consolidated Plan.

During the FY 2021 Program Year, the City of Morgantown, West Virginia anticipates the following Federal financial resources:

- **CDBG:** \$437,342.00

During the FY 2021 CDBG Program Year, the City of Morgantown proposes to address the following strategies from its Five-Year Consolidated Plan:

- Housing Strategy;
- Homelessness Strategy;
- Other Special Needs Strategy;
- Community Development Strategy; and
- Administration, Planning, and Management Strategy

A “draft” of the FY 2021 Annual Action Plan was placed on public display on the City’s website at <http://www.morgantownwv.gov/185/Community-Development>. The display period started on Wednesday, April 28, 2021 through Thursday, May 27, 2021 for a period of 30-day display period. In addition, the City put the draft Plan on its website (<http://www.morgantownwv.gov/185/Community-Development>). The Final Virtual Public Hearing was held on Wednesday, May 26, 2021 at 11:00 AM to discuss the proposed activities and solicit resident comments. Upon completion of the 30-day comment period, the City of Morgantown submitted the FY 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development Pittsburgh Office on or before June 8, 2021.

DRAFT

FUNDING REQUESTS

FY 2021-2022 CDBG Annual Action Plan (AAP)

**City of Morgantown, WV
FY 2021-2022 CDBG Funding Options**

Project Name	Application Requests	Recommend FY 2021 CDBG Budget	Comments
Program Administration			
General Administration	\$ 87,468.00	\$ 87,468.00	This funding amount is 20% of the FY 2021 CDBG Allocation.
Public Service			
The Bartlett Hosuing - Hosuing First Model	\$ 32,000.00	\$ 25,000.00	The same amount as FY 2020.
Morganotwn Area Youth Services Project (MAYSP) - Intervention Services	\$ 18,720.00	\$ 18,720.00	More than FY 2020.
Public Facilities & Improvements			
Former Woodburn School - Park Improvements	\$ 306,154.00	\$ 312,599.00	This is a new project to improve the park at the Former Woodburn School.
	\$ 444,342.00	\$ 443,787.00	

*Note:
This proposed funding option would fund public service at 10%.*

SUBMISSION TASKS/TIMELINE

FY 2021-2022 CDBG Annual Action Plan (AAP)



CITY OF MORGANTOWN, WV FY 2021 ANNUAL ACTION PLAN SCHEDULE FOR SUBMISSION

- **Publish First Public Hearing in the Newspaper** – Friday, March 26, 2021
- **Virtual First Public Hearing** – Wednesday, April 7, 2021 at 11 AM
- **CDBG Funding Applications are Due to the City** – Thursday, April 15, 2021 by 4 PM
- **Legal Notice runs in the Dominion Post** – Friday, April 23, 2021
- **FY 2021 Annual Action Plan goes on Public Display** – Wednesday, April 28, 2021
- **Virtual Second Public Hearing** – Wednesday, May 26, 2021 at 11 AM
- **FY 2021 Annual Action Plan off Public Display** – Thursday, May 27, 2021
- **City Council Adoption of the FY 2021 Annual Action Plan** – Tuesday, June 1, 2021
- **FY 2021 Annual Action Plan submitted electronically to HUD Pittsburgh Office** – on or before Tuesday, June 8, 2021
- **Program Year Begins** – July 1, 2021

**A RESOLUTION SUPPORTING THE PASSAGE OF THE
“FOR THE PEOPLE ACT” H.R. 1, S.1**

WHEREAS, government of, by, and for the people has long been a cherished American value, and We The People’s fundamental and inalienable right to self-govern, and thereby secure rights to life, liberty, property, and the pursuit of happiness is guaranteed in the US Constitution and the Declaration of Independence, and;

WHEREAS, free and fair elections are essential to democracy and effective self-governance, and;

WHEREAS, voter suppression rooted in racist and white nationalist ideology is pervasive, and;

WHEREAS, the authoritarian movement, driven in large degree by racial motives, is alive and well and extends beyond the violent fringe of overt hate groups, and;

WHEREAS, this is a watershed moment in American history in which federal action is required to ensure free and fair elections in which all eligible citizens can participate, and;

WHEREAS, the following provisions in H.R. 1/S. 1 are essential to the protection and security of our constitutional right to participate in fair elections and democracy:

Expansion and protection of voter registration; Secure and guaranteed early voting and absentee voting; Protection and expansion of voting accessibility; Restoration of civil rights to people with felony convictions; Ending of partisan gerrymandering.

NOW, THEREFORE, BE IT RESOLVED that the City of Morgantown, West Virginia hereby calls on our federal legislators to join the citizens, grassroots organizations and local governments across our city, our state and our country to support and vote in favor of H.R 1 / S. 1, the “For the People Act,” as a step toward a more perfect union in which each citizen is afforded the unabridged right to participate in our democracy.

BE IT FURTHER RESOLVED, that the City of Morgantown, West Virginia calls on other communities and jurisdictions to join with us in this action by passing similar Resolutions to encourage our representatives to support free and fair access to elections and representation by urging passage of H.R.1 / S.1

DATE: _____

Mayor

City Clerk

RESOLUTION

BE IT RESOLVED by the City Council of The City of Morgantown, that the Special Committee on Community Policing, previously established by the Mayor and the City Council at the regular meeting of the City Council on September 1, 2020, is hereby dissolved, the Special Committee having concluded its business by delivering to City Council a proposed Ordinance Establishing Community Police Review and Advisory Board.

Adopted this ____ day of June, 2021:

Mayor

City Clerk

**AN ORDINANCE AUTHORIZING A LEASE AGREEMENT
WITH PAUL KOONTZ AS XEROX SALES REPRESENTATIVE CONSULTANT
AT THE AIRPORT**

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached lease agreement with Paul Koontz, as Xerox Sales Representative Consultant, and such additional documents as necessary to effectuate the lease.

This ordinance is effective upon adoption.

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

City of Morgantown

AND

**Paul Koontz
Xerox Sales Representative Consultant**

Office Lease Agreement

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**City of Morgantown
and
Kevin Johnson
Colonial Life**

Office Lease Summary

TYPE OF AGREEMENT	Office Space
TENANT	Paul Koontz, Xerox Sales Representative Consultant
REPRESENTATIVE(S)	Paul Koontz
NOTICE ADDRESS	714 Venture Drive #134 Morgantown, WV 26508 Paul.Koontz@xerox.com
COMMENCEMENT DATE	June 1, 2021
TERM	Three (3) years
RENEWAL OPTIONS	Two (2) – One (1) year options
TERMINATION DATE	May 31, 2024
LEASEHOLD/ASSIGNED PREMISES	Office Space, South end of Terminal (See Exhibit A)
INITIAL RENTAL RATE	\$2,580 annually or \$250 monthly for 172ft ² @ \$15/ft ²
RENTAL ADJUSTMENT	CPI-U 215.00
OTHER FEES, RATES AND CHARGES	None
AUTHORIZED USE(S)	Office Equipment Sales/Leasing Services

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

**Paul Koontz
Xerox Sales Representative**

Office Space Lease Agreement

THIS LEASE AGREEMENT for office space (hereinafter referred to as the "Lease", is entered into this 1st day of June, A.D., 2021, by and between the **CITY OF MORGANTOWN**, c/o Morgantown Municipal Airport, Morgantown, West Virginia (hereinafter referred to as the "City"), and Paul Koontz (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 Space of Approximately 172 square feet of space.

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 a professional insurance firm. 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 three-year period, commencing June 1, **2021, A.D.**, (Commencement Date) and terminating on **May 31, 2024 A.D.**

Section 3.02 Options to Renew

At the end of the initial three 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 two (2) 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 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 **\$2,580.00**, which is equal to **\$15.00** per square foot for **172** square feet of office space. Said agreed rent shall be paid in advance monthly in twelve (12) equal installments of **\$215.00** 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, Operator 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 60 months of the Term of the Agreement have been paid, without regard to the 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 shall 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, **June 1, 2021**, 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

The Tenant shall, at its sole expense, construct on the demised premises, as provided in Sections of this Article 4, additions, and improvements as necessary in furtherance of the purposes set forth in Article 2, and the Tenant shall install herein and thereon such equipment and facilities as the Tenant or the City may deem necessary or desirable. Provided, however, that no improvement of any nature shall be made or installed by the Tenant without the prior written consent of the City as herein provided. The Tenant may also be required to provide the City with proof that funds necessary to complete construction of the

improvements have been irrevocably dedicated to such construction. All improvements constructed under this Agreement shall be in accordance with the Airport's Tenant Improvement Manual as well as all other applicable laws, rules, regulations and ordinance.

Section 4.02 Future Construction Dates

1. **Additional Construction:** The construction of any additional improvement, occurring during the remaining term of this agreement, shall be substantially completed within 12 months of the date of the City's written approval of the Plans therefore in accordance with the construction schedule approved by the City. In the event of a failure to complete the additional construction within the 12 month period, the City shall have the right to terminate this Agreement pursuant to Article 9 hereof, and make appropriate claims against required performance bonds to complete construction, unless it is determined at sole discretion of the City that there were delays beyond the control of the Tenant.
2. **Construction Period Extensions:** The Tenant may request an extension of the construction period for causes or conditions of delay that are beyond the control of the Tenant (hereinafter referred to as "Force Majeure"). Such conditions of delay may be, by way of example, but not limited to, strikes, acts of God, inability to obtain labor or materials, governmental restrictions, enemy action, civil commotion, fire or other casualty, or failure of the City to carry out its obligations. Accordingly, at the sole discretion of the City, the period for completion of construction shall be extended by the number of days of delay resulting from the Force Majeure.

Section 4.03 Approvals of Future Construction Plans

The Tenant covenants and agrees that prior to the preparation of detailed construction plans, specifications and architectural renderings of any such addition or improvement, it shall first submit plans showing the general site plan, design and character of improvements and their locations, to the City for approval. The City agrees to review such plans within 30 days of receipt from the Tenant. The Tenant covenants and agrees that prior to the installation or construction of any present and future addition or improvement on the demised premises, it shall first submit to the City for approval, final detailed construction plans and specifications and architectural renderings prepared by registered architects and engineers, and that all construction will be in accordance with such plans and specifications and the Tenant Improvement Manual and all other applicable rules, regulations, laws and ordinances.

Section 4.04 Future Extension of Utilities or Special Facilities

The Tenant shall contract, and extend, at its sole expense, all necessary utility, electrical, communication lines needed to service any improvements constructed in the future by the Tenant on the demised premises. All utility extensions and other construction shall be in accordance with all applicable Codes, ordinances and the Tenant Improvement Manual.

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

Within thirty (30) days of completion of the construction or alterations, the Tenant shall present to the City for examination and approval a sworn statement of the construction and/or alteration costs. Construction and/or alteration costs for the purpose of this Section are hereby defined as all money paid by the Tenant for actual site preparation, construction or alteration, including architectural and engineering costs plus pertinent fees in connection therewith. In the event that the Tenant makes further improvements or alterations on the demised premises, the use thereof shall be enjoyed by the Tenant during the term hereof without the additional rental therefore.

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, window washing, rubbish, and trash removal.
 - b. Supply and replacement of light bulbs and replacement of all glass in building, including plate glass.
 - c. Replacement of floor coverings.
 - d. Building interior maintenance, including painting, repairing and replacement.
 - e. Repair or replacement of equipment and utilities to include electrical, mechanical and plumbing. All repairs to electrical and mechanical equipment are to be made by licensed personnel. Other repairs are to be made by craftsmen skilled in work done and performing such work regularly as trade.
 - f. 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
 - g. 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.
 - h. 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 Tenant 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.

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.

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 or replace the Tenant's improvements, in substantially similar form at 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 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 or 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 Tenant's 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:

<p>Paul Koontz Xerox Sales Representative Consultant 714 Venture Drive #134 Morgantown, WV 26508</p>
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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

PAUL KOONTZ

By: _____
A. Kim Haws
City Manager

By: Paul Koontz
Paul Koontz
Xerox Sales Representative Consultant

Date: _____

Date: 4-28-21

Witness:

Witness:

By: _____
Name, Title

By: Carla Bell-Friend
Name, Title

Date: _____

Date: 4-28-2021



Morgantown Municipal Airport

SECOND LEVEL

