



**MORGANTOWN**  
CITY CLERK

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

## **AGENDA**

### **CITY COUNCIL REGULAR MEETING**

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

**Tuesday, July 22, 2025, at 7:00 PM**

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

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

**1. PLEDGE:**

**2. CALL TO ORDER:**

**3. ROLL CALL:**

**4. APPROVAL OF MINUTES:**

A. July 1, 2025, Regular Meeting Minutes

**5. CORRESPONDENCE:**

**A.** WIC Annual Breastfeeding Awareness Walk Proclamation - Anna Ash, WIC Monongalia County

**6. PUBLIC HEARINGS:**

**7. UNFINISHED BUSINESS:**

A. Boards and Commissions

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

**9. SPECIAL COMMITTEE REPORTS:**

**10. CONSENT AGENDA:**

**A.** Consideration of **APPROVAL** of A Resolution Approving the FY 2025-2026 budget for the City of Morgantown Airport Improvement Fund

**B.** Consideration of **APPROVAL** of A Resolution Authorizing a Contract with the Monongalia County Board of Education for A School Resource Officer at Morgantown High School

- C.** Consideration of **APPROVAL** of **A Resolution Authorizing a Contract with the Monongalia County Board of Education for A Prevention Resource Officer at Suncrest Middle School**
- D.** Consideration of **APPROVAL** of **A Resolution Authorizing Application for a Transportation Alternative Program Grant for Morgantown Municipal Airport Bike Path and Walking Trail Connector**
- E.** Consideration of **APPROVAL** of **A Resolution Authorizing Application for a Transportation Alternative Program Grant for Chestnut Street Streetscape Construction**
- F.** Consideration of **APPROVAL** of **A Resolution Authorizing Application for a Transportation Alternative Program Grant for Spruce Street Streetscape Design**
- G.** Consideration of **APPROVAL** to **Accept Grant Award 3-54-0015-058-2025 from Federal Aviation Administration for runway 18-36 extension construction phase 5 and design phase 6**
- H.** Consideration of **Request for Exemption from Vacant Structure Registration for 442 Baird Street**
- I.** Consideration of **Request for Exemption from Vacant Structure Registration for 731 Wells Street**

**11. NEW BUSINESS:**

- A.** Consideration of **APPROVAL** of **(First Reading) of An Ordinance Authorizing a Right-of-Way and Easement Release Over Lots 6, 7, and 8 of the Plan of Lots for Barnes & Bitonti in Morgan District**
- B.** Consideration of **APPROVAL** of **A Resolution Amending the 2025-2026 Budget for the Morgantown General Fund Budget Revision No. 1**

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

**13. REPORT FROM CITY CLERK:**

**14. REPORT FROM CITY ATTORNEY:**

**15. REPORT FROM COUNCIL MEMBERS:**

**16. EXECUTIVE SESSION:**

- A.** Discussion of the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition in the Wharf District (It is anticipated that Council will discuss this item in executive session as permitted by W. Va. Code 6-9A-4(b)(9))

**17. ADJOURNMENT:**

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



## ***PROCLAMATION***

- Whereas*** the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) received the WIC Breastfeeding Support Award of Excellence for their breastfeeding activities; and
- Whereas*** WIC recognizes the importance of human milk's unique nutritional benefits and non-nutritional benefits to mothers and infants, including receiving benefits in growth and development, a reduction in the risk of infection and chronic disease, and the protection of both the mother's and the infant's health; and
- Whereas*** the addition of the WIC Program with the inclusion of the Hospital Liaison serves the mothers and infants being discharged from the hospital by supporting them with their initial breastfeeding experiences and offering follow-up breastfeeding support in the local counties; and
- Whereas*** the Breastfeeding Peer Counselors in the local WIC agencies offer hands on lactation support for breastfeeding mothers and infants who are struggling with latch, maintaining milk supply and encouraging mental health awareness in postpartum mothers; and
- Whereas*** WIC joins professional health organizations and breastfeeding advocates worldwide in celebrating World Breastfeeding Week August 1-7 each year to collaboratively raise awareness of the numerous benefits of breastfeeding; to strengthen individual, family and community support for breastfeeding; to further strategies that promote breastfeeding practices; and to support increased breastfeeding rates.

***Now therefore***, in appreciation of breastfeeding mothers and of all the dedicated professionals, communities, volunteers, and organizations who support our efforts, I, Danielle Trumble, Mayor of the City of Morgantown, West Virginia, on behalf of the entire City Council, do hereby proclaim August, 7, 2025, as

## ***Annual Breastfeeding Awareness Walk Day***

in the City of Morgantown, West Virginia.

***Seal:***



  
Danielle Trumble, Mayor  
July 22, 2025

# Breastfeeding Awareness Walk



**Stroller Walk | Baby Crawl  
Door Prizes | Smoke-Free  
Donor Meet and Greet  
Food Trucks | Light Refreshments**



**Show your support for WIC & Breastfeeding!**

**304-598-5181 | [www.monchd.org/departments-programs/wic](http://www.monchd.org/departments-programs/wic)  
Optional: Please scan QR code so we can gauge attendance.**

**6 to 8 p.m. August 7  
Morgantown Farmers Market Pavilion  
400 Spruce Street, Morgantown, WV**





# City Council Agenda Item Summary

Council Meeting Date: 07/22/2025

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**Item:** Consideration of APPROVAL of A Resolution approving the FY 2025-2026 Budget for the City of Morgantown Airport Improvement Fund  
**Department:** Morgantown Municipal Airport and the Finance Department  
**Requested By:** Jonathan Furgison, Finance Director  
**Strategic Goal:** Excellent and Responsible – Fiscal Sustainability

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**Recommended Motion:** Move to adopt the proposed 2025-2026 budget for the Airport Improvement Fund.

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**Item Summary:** Attached is the proposed 2025-2026 budget for the Airport Improvement Fund as prepared by Amy Cobasky, Airport Financial Manager on 6/26/25.

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**Fiscal Impact:** \$13,604,384.01 in budgeted appropriations for the 2025-2026 Fiscal Year.

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**RESOLUTION**

*WHEREAS, City Administration has presented to Morgantown City Council a 2025-2026 budget for the City of Morgantown Airport Improvement Fund and has requested that City Council review and approve the same;*

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

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

*NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this 22nd day of July, 2025, that the 2025-2026 Budget for the Airport Improvement Fund Budget hereto attached is approved.*

\_\_\_\_\_  
*Mayor*

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

# City of Morgantown Airport Improvement Fund 2025 - 2026 Budget

Item 10A.

<u>REVENUES</u>			<u>EXPENSES</u>		
252-000-000-365-061	FAA Grant 50/23	\$349,672.82	252.758-458.32	Rwy Extension	\$3,447,853.85
252-000000--365-064	FAA Grant 47/21	\$254,065.83	252.758-458.49	Rwy Protection Zone	\$1,000,000.00
252-000-000-365-072	FAA Grant 53/24	\$162,493.71	252.758-458.65	Rwy Ext Land Acq	\$320,770.65
252-000-000-365-073	FAA Grant 54/24	\$4,650,401.65	252.758.20-459.00	Equipment (PFC)	\$154,250.00
252-000-000-365-074	FAA Grant 55/24	\$464,591.00	252.761-458.96	FAA 47/21 Grant	\$254,065.83
252-000-000-365-075	FAA Grant 56/24	\$1,393,772.00	252.761-458.100	FAA 50/23 Grant	\$349,672.82
252-000-000-365-076	FAA Grant 57/25	\$397,564.00	252-761-000-458-103	FAA 53/24 Grant	\$218,049.71
252-000-000-366-072	State Grant Share 53/24	\$55,556.00	252-761-000-458-104	FAA 54/24 Grant	\$4,908,756.35
252-000-000-366-073	State Grant Share 54/24	\$350,150.00	252-761-000-458-105	FAA 55/24 Grant	\$490,401.50
252-000-000-366-074	State Grant Share 55/24	\$25,810.50	252-761-000-458-106	FAA 56/24 Grant	\$1,471,204.00
252-000-000-366-074	State Grant Share 56/24	\$77,432.00	252-761-000-458-027	FAA 27/25 Grant	\$397,564.00
252.000-368.04	MCDA	\$700,000.00	252.699-568.00	Contigency	\$591,795.30
252.000-369.254	Contrib - Capl Esc Fund	\$4,068,624.50			
252.000-399.02	Misc Prior Year Balance	\$593,000.00			
252.000.19-380.00	AIP Interest	\$5,000.00			
252.000.20-346.14	PFC Revenues	\$55,000.00			
252.000.20-380.00	PFC Interest	\$1,250.00			
		<b>\$13,604,384.01</b>			<b>\$13,604,384.01</b>
DIFFERENCE:	\$0.00				

Type of Account	Account #	Account Name
Revenue	252-000-000-365-064	FAA Grant 47/21
Revenue	252-000-000-365-061	FAA Grant 50/23
Revenue	252-000-000-365-072	FAA Grant 53/24
Revenue	252-000-000-366-072	State Grant Share 53/24
Revenue	252-000-000-365-073	FAA Grant 54/24
Revenue	252-000-000-366-073	State Grant Share 54/24
Revenue	252-000-000-365-074	FAA Grant 55/24
Revenue	252-000-000-366-074	State Grant Share 55/24
Revenue	252-000-000-365-075	FAA Grant 56/24
Revenue	252-000-000-366-075	State Grant Share 56/24
Revenue	252-000-000-365-	FAA Grant 57/25
Revenue	252-000-000-366-	State Grant Share 57/24
Revenue	252-000-000-369-254	Contrib Capital Escrow

## Description

Federal Aviation Agency (FAA) Grant for continued Runway 18-36 extension (Phase 2 construction - excavating approximately 331,000 cy of material and continued clearing/grubbing, and tree removal)

FAA Grant for continued Runway 18-36 extension (Phase 3 Construction - excavating approximately 205,000 cy of material, placement of embankment, and demolition of structures)

FAA Grant for continued Runway 18-36 extension (Phase 4 Construction - clearing and grubbing, 32,486 tons of durable rock imported from off-site)

State 5% match

FAA Grant for continued Runway 18-36 extension (Phase 4 Construction - Placement of reinforced concrete pipe and wingwall, embankment work, etc.)

State 5% match

FAA Grant for continued Runway 18-36 extension (Phase 4 Construction - importing 16,652 tons of durable rock)

State 5% match

FAA Grant for continued Runway 18-36 extension (Phase 4 Construction - importing 49,956 tons of durable rock)

State 5% match

FAA Grant to update the Morgantown Municipal Airport Layout Plan. This grant is intended to fund a planning process to address safety concerns at the north end of the airport's runway.

State 2.5% match

Local Matches



# City Council Agenda Item Summary

Item 10B.

Council Meeting Date: 07/22/2025

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**Item:** Resolution Authorizing a Contract for a School Resource Officer  
**Department:** Police/City Manager  
**Requested By:** Board of Education  
**Strategic Goal:** Safe and Welcoming

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**Recommended Motion:** Move to approve a resolution authorizing a contract with the Monongalia County Board of Education for a School Resource Officer at Morgantown High School.

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**Item Summary:**

The City has partnered with the Monongalia County Board of Education for several years to provide a School Resource Officer at Morgantown High School.

The program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which rise to delinquency.

Under the contract, the Board of Education covers 2/3<sup>rd</sup> of the total cost of salary and benefits related to the assigned employee. There are no substantial changes to the terms and conditions of this agreement as to what has been approved in prior year, however the reimbursement rate has been updated to reflect the current related expense.

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**Fiscal Impact:** The proposed amount of the contract based on actual expenses is \$67,227.61. The prior year amount billed to the Board of Education was \$49,276.24. However, that amount had not been adjusted since the 2023 agreement was approved.

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Resolution No. **2025-30**

**A RESOLUTION OF THE CITY OF MORGANTOWN  
AUTHORIZING AN AGREEMENT WITH THE  
MONONGALIA COUNTY BOARD OF EDUCATION FOR  
A SCHOOL RESOURCE OFFICER**

The City Council of The City of Morgantown, West Virginia hereby resolves that the City Manager is authorized to enter into an agreement with the Monongalia County Board of Education to provide for a School Resource Officer at Morgantown High School, substantially on the terms of the enclosed Agreement, and to execute such other or additional documents as may be necessary or helpful to accomplish the purposes of the Agreement.

The City Council further resolves that the City Manager is authorized to renew this Agreement upon substantially the same terms for succeeding terms up to and including the school year ending in 2030.

Adopted this 22nd day of **July**, 2025.

\_\_\_\_\_  
Mayor

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

## AGREEMENT

This Agreement, made and entered into this \_\_ day of \_\_\_\_\_, 2025 by and between the City of Morgantown, West Virginia (hereafter referred to as “City”) and the Monongalia County Board of Education, West Virginia (hereafter referred to as “Board”).

**WITNESSETH:**

**WHEREAS**, the Board has established a School Resources Officer Program (hereafter referred to as “SRO Program”); and

**WHEREAS**, the Board agrees that the City have one police Officer serve as a School Resources Officer in the Monongalia County School System; and

**WHEREAS**, the City and the Board understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which rise to delinquency; and

**WHEREAS**, the City and the Board realize, the SRO Program is a great benefit to school administration, students and the community as a whole.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

### SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY

- 1.01 The City will provide one (1) police officer as a School Resource Officer, to the Board for assignment at Morgantown High School.
- 1.02 The SRO will abide by County School Board Policies and Laws, as they relate to the SRO. The SRO will consult and coordinate instructional activities through the Principal. Educational activities conducted by the SRO, which are part of the regular instruction program of the school, will be at the direction of and supervised by the Principal or his/her designated representative. On-site supervision of the daily activities of the SRO will be performed by the Principal. Professional supervision, evaluation and discipline of the SRO will at all times be performed by the Chief of Police of the City, with input from the Principal as may be requested by the Chief.
- 1.03 The SRO will provide to students’ instruction in various aspects of law enforcement, public safety, and education as directed and supervised by the Principal.
- 1.04 On-site supervision of the police officer assigned to the SRO Programs will be performed by the Principal. City, through the Chief of Police, will be responsible for the control, direction, and professional supervision of the police officer assigned to the SRO Programs. City’s Chief of Police will be granted site access to perform supervisory requirements as necessary.

- 1.05 The City will ensure that the exercise of the law enforcement powers by the SRO is in compliance with the authority granted by the law.
- 1.06 The SRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the SRO to intervene with the normal disciplinary procedures in the school. The SRO will perform the following duties:
- To perform law enforcement functions within the school setting.
  - To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
  - To foster a better understanding of the law enforcement function.
  - To develop a better appreciation of citizens' rights, obligations and responsibilities.
  - To provide information about crime prevention.
  - To provide assistance and support for crime victims identified within the school setting.
  - To promote positive relations between the students and the law enforcement officer.
  - To enhance knowledge of the fundamental concepts and structure of the law.
  - To be familiar with confidentiality requirements.
  - Any records generated by the Officer as part of his/her SRO Program duties shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (34 CFR 99.30 and 99.31).
- 1.07 The SRO will be on duty at the school during regular school hours when students are required to attend and when the required SRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.
- 1.08 The SRO will not be required to attend extracurricular activities which are held beyond his/her regular workday or require the SRO to leave his/her jurisdiction, but the SRO will have the option to attend if they choose to do so.

## SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD

- 2.01 The Principal at Morgantown High will be the on-site contact person for the SRO. The Superintendent of the Board will designate the School Resource Officer Coordinator to serve as the county liaison for the program.
- 2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.
- 2.03 The Board will furnish the City funds in the total sum of \$67,227.61 (2/3<sup>rd</sup> total cost) to offset the cost of salary and related benefits for the employee of the City, who will provide the contracted service and act as SRO to the schools pursuant to the terms expressed in this Agreement.

- 2.04 In the event that students are not physically in school due to a pandemic, for a period exceeding two weeks, the Board will not be required to furnish funds to the City for the SRO services during the term of that closure.

### SECTION 3: TERMS OF AGREEMENT

- 3.01 This Agreement is made for a Ten month term beginning the 13<sup>th</sup> day of August, 2025 and ending the 29<sup>th</sup> day of May, 2026.
- 3.02 This Agreement will continue in effect until the expiration of the term described in paragraph 3.01 or until terminated by either of the parties in accordance with the terms listed in Section four (4) below.

### SECTION 4: TERMINATION

- 4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.,

### SECTION 5: SEVERABILITY

- 5.01 Should any part of this Agreement be declared invalid by a court of law or administrative body, such decision will not affect the remaining provisions of the Agreement and this Agreement shall be interpreted as if the invalid portion was never a part of this Agreement. If such determination of invalidity will materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

### SECTION 6: ASSIGNMENT

- 6.01 No Party to the Agreement will, directly nor indirectly, assign or purport to assign this Agreement or any of the rights or obligations provided in the Agreement in whole or in part to any third party without the prior written consent of the other party.

### SECTION 7: NO WAIVER

- 7.01 The failure of either party to exercise any of its rights herein contained will not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

### SECTION 8: COMPLETE AGREEMENT

- 8.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understanding of the parties, whether written or oral, concerning the subject matter hereof.

**SECTION 9: CHOICE OF LAW**

**9.01 This Agreement will be governed by and interpreted according to the laws of the State of West Virginia. It will be binding upon and inure to the benefit of the successors of the City and the Board.**

**SECTION 10: NOTICES**

**10.01 All notices or other communications required or permitted by the Agreement will be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or personal delivery to the following persons and addresses unless otherwise specified herein:**

_____	_____
<b>Jamie Miller, City Manager</b>	<b>Date</b>
<b>City of Morgantown, WV</b>	

_____	_____
<b>Dr. Eddie R. Campbell, Jr., Superintendent</b>	<b>Date</b>
<b>Monongalia County Board of Education</b>	

### Agreement Addendum

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety. *for vendor* **ACH**
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

**ACCEPTED BY:**

Local Education Agency: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Revised 07-12

**VENDOR:**

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# City Council Agenda Item Summary

Council Meeting Date: 07/22/2025

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**Item:** Resolution Authorizing a Contract for a Prevention Resource Officer  
**Department:** Police/City Manager  
**Requested By:** Board of Education  
**Strategic Goal:** Safe and Welcoming

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**Recommended Motion:** Move to approve a resolution authorizing a contract with the Monongalia County Board of Education for a Prevention Resource Officer at Suncrest Middle School.

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**Item Summary:**

The City has partnered with the Monongalia County Board of Education for several years to provide a Prevention Resource Officer at Suncrest Middle School.

The program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which rise to delinquency.

Under the contract, the Board of Education provides a flat reimbursement rate of \$22,000. There are no substantial changes to the terms and conditions of this agreement as to what has been approved in prior year.

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**Fiscal Impact:** The contract amount is consistent with prior year agreements, providing revenue to the City in the amount of \$22,000.

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Resolution No. **2025-29**

**A RESOLUTION OF THE CITY OF MORGANTOWN  
AUTHORIZING AN AGREEMENT WITH THE  
MONONGALIA COUNTY BOARD OF EDUCATION FOR  
A PREVENTION RESOURCE OFFICER**

The City Council of The City of Morgantown, West Virginia hereby resolves that the City Manager is authorized to enter into an agreement with the Monongalia County Board of Education to provide for a Prevention Resource Officer at Suncrest Middle School, substantially on the terms of the enclosed Agreement, and to execute such other or additional documents as may be necessary or helpful to accomplish the purposes of the Agreement.

The City Council further resolves that the City Manager is authorized to renew this Agreement upon substantially the same terms for succeeding terms up to and including the school year ending in 2030.

Adopted this **22nd** day of **July**, 2025.

\_\_\_\_\_  
Mayor

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

## AGREEMENT

This Agreement, made and entered into this \_\_ day of \_\_\_\_\_, 2025 by and between the City of Morgantown, West Virginia (hereafter referred to as “City”) and the Monongalia County Board of Education, West Virginia (hereafter referred to as “Board”).

**WITNESSETH:**

**WHEREAS**, the Board has established a Prevention Resources Officer Program (hereafter referred to as “PRO Program”); and

**WHEREAS**, the Board agrees that the City have one police Officer serve as a Prevention Resources Officer in the Monongalia County School System; and

**WHEREAS**, the City and the Board understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which rise to delinquency; and

**WHEREAS**, the City and the Board realize, the PRO Program is a great benefit to school administration, students and the community as a whole.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

### SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY

- 1.01 The City will provide one (1) police officer as a Prevention Resource Officer, to the Board for assignment at Suncrest Middle School.
- 1.02 The PRO will abide by County School Board Policies and Laws, as they relate to the PRO. The PRO will consult and coordinate instructional activities through the Principal. Educational activities conducted by the PRO, which are part of the regular instruction program of the school, will be at the direction of and supervised by the Principal or his/her designated representative. On-site supervision of the daily activities of the PRO will be performed by the Principal. Professional supervision, evaluation and discipline of the PRO will at all times be performed by the Chief of Police of the City, with input from the Principal as may be requested by the Chief.
- 1.03 The PRO will provide to students’ instruction in various aspects of law enforcement, public safety, and education as directed and supervised by the Principal.
- 1.04 On-site supervision of the police officer assigned to the PRO Programs will be performed by the Principal. City, through the Chief of Police, will be responsible for the control, direction, and professional supervision of the police officer assigned to the PRO Programs. City’s Chief of Police will be granted site access to perform supervisory requirements as necessary.

- 1.05 The City will ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by the law.
- 1.06 The PRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary procedures in the school. The PRO will perform the following duties:
- To perform law enforcement functions within the school setting.
  - To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
  - To foster a better understanding of the law enforcement function.
  - To develop a better appreciation of citizens' rights, obligations and responsibilities.
  - To provide information about crime prevention.
  - To provide assistance and support for crime victims identified within the school setting.
  - To promote positive relations between the students and the law enforcement officer.
  - To enhance knowledge of the fundamental concepts and structure of the law.
  - To be familiar with confidentiality requirements.
  - Any records generated by the Officer as part of his/her PRO Program duties shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (34 CFR 99.30 and 99.31).
- 1.07 The PRO will be on duty at the school during regular school hours when students are required to attend and when the required PRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.
- 1.08 The PRO will not be required to attend extracurricular activities which are held beyond his/her regular workday or require the PRO to leave his/her jurisdiction, but the PRO will have the option to attend if they choose to do so.

## SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD

- 2.01 The Principal at Suncrest Middle will be the on-site contact person for the PRO. The Superintendent of the Board will designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.
- 2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.
- 2.03 A State Grant was received by the MPD to provide funding for Prevention Resource Officers in the school. The Board will furnish the City funds in the total sum of \$22,000.00 to offset the cost of salary and related benefits for the employee of the City, who will provide the contracted service and act as PRO to the schools pursuant to the terms expressed in this Agreement.

- 2.04 In the event that students are not physically in school due to a pandemic, for a period exceeding two weeks, the Board will not be required to furnish funds to the City for the PRO services during the term of that closure.

### SECTION 3: TERMS OF AGREEMENT

- 3.01 This Agreement is made for a Ten month term beginning the 13<sup>th</sup> day of August, 2025 and ending the 29<sup>th</sup> day of May, 2026.
- 3.02 This Agreement will continue in effect until the expiration of the term described in paragraph 3.01 or until terminated by either of the parties in accordance with the terms listed in Section four (4) below.

### SECTION 4: TERMINATION

- 4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.,

### SECTION 5: SEVERABILITY

- 5.01 Should any part of this Agreement be declared invalid by a court of law or administrative body, such decision will not affect the remaining provisions of the Agreement and this Agreement shall be interpreted as if the invalid portion was never a part of this Agreement. If such determination of invalidity will materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

### SECTION 6: ASSIGNMENT

- 6.01 No Party to the Agreement will, directly nor indirectly, assign or purport to assign this Agreement or any of the rights or obligations provided in the Agreement in whole or in part to any third party without the prior written consent of the other party.

### SECTION 7: NO WAIVER

- 7.01 The failure of either party to exercise any of its rights herein contained will not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

### SECTION 8: COMPLETE AGREEMENT

- 8.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understanding of the parties, whether written or oral, concerning the subject matter hereof.

**SECTION 9: CHOICE OF LAW**

**9.01 This Agreement will be governed by and interpreted according to the laws of the State of West Virginia. It will be binding upon and inure to the benefit of the successors of the City and the Board.**

**SECTION 10: NOTICES**

**10.01 All notices or other communications required or permitted by the Agreement will be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or personal delivery to the following persons and addresses unless otherwise specified herein:**

\_\_\_\_\_  
**Damien Davis Interim City Manager  
City of Morgantown, WV**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dr. Eddie R. Campbell, Jr. Superintendent  
Monongalia County Board of Education**

\_\_\_\_\_  
**Date**

### Agreement Addendum

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety. *for vendor* **ACH**
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

**ACCEPTED BY:**

Local Education Agency: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Revised 07-12

**VENDOR:**

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# City Council Agenda Item Summary

Council Meeting Date: 07/22/2025

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**Item:** Morgantown Municipal Airport Bike Path/Walking Trail Connector  
**Department:** Airport  
**Requested By:** Robyn Hess, Grant Writer  
**Strategic Goal:** Connected and Well Maintained

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**Recommended Motion:** Move to approve a resolution the application for a Transportation Alternative Program (TAP) Grant for the Morgantown Municipal Airport Bike Path and Walking Trail.

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**Item Summary:**

Annually, staff seeks funding through the Department of Transportation (DOT) TAP Grant program for several initiatives. The staff are seeking authorization to apply for approximately \$380,000 in grant funds to assist in funding the Morgantown Municipal Airport Bike Path and Walking Trail Connector Project. This grant request will assist with the Design component of this project.

This project will be to design a bike path and walking trail from the Sabraton Baptist Church on Sabraton Ave. to the West Virginia Land Trust walking trails at Hartman Run Road with a future connection to Hart Field Road. The project will include survey, design, permits, and bidding of work; temporary signage for construction; and will construct new five-foot-wide bike path and walking trail from the airport property at the Sabraton Baptist Church to the West Virginia Land Trust walking trails.

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**Fiscal Impact:** This grant requires a 20% pay-as-you go match. If awarded, funds would not be required until approximately April/May 2026. If a \$380,000 award is made, the match is approximately \$76,000.

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Resolution No. **2025-31**

RESOLUTION AUTHORIZING APPLICATION FOR A  
TRANSPORTATION ALTERNATIVE PROGRAM GRANT  
FOR MORGANTOWN MUNICIPAL AIRPORT  
BIKE PATH AND WALKING TRAIL CONNECTOR

The City Council of the City of Morgantown hereby resolves that the City Manager, or designee, is authorized to submit application for a grant or grants offered by the Department of Transportation, Transportation Alternative Program (“TAP”) grants, in the approximate amount of Three Hundred Eighty Thousand Dollars (\$380,000.00) for the Morgantown Municipal Airport Bike Path and Walking Trail Connector Project. The City of Morgantown and Morgantown Municipal Airport are proposing to construct a bike path and walking trail from the Sabraton Baptist Church on Sabraton Avenue to the West Virginia Land Trust walking trails at Hartman Run Road with a future connection to Hart Field Road. The project will include survey, design, permits, and bidding of work; temporary signage for construction; and will construct new five-foot-wide bike path and walking trail from the airport property at the Sabraton Baptist Church to the West Virginia Land Trust walking trails.

The City Manager or designee may also submit or execute on behalf of the City of Morgantown any and all such other documents or information necessary or helpful to the submission and processing of such application.

Adopted this **22nd** day of **July**, 2025:

\_\_\_\_\_  
Hon. Danielle Trumble, Mayor

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

# City Council Agenda Item Summary

Council Meeting Date: 07/22/2025

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**Item:** Chestnut Street Streetscape Project  
**Department:** Public Works  
**Requested By:** Robyn Hess, Grant Writer  
**Strategic Goal:** Connected and Well Maintained

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**Recommended Motion:** Move to approve a resolution the application for a Transportation Alternative Program (TAP) Grant for the Chestnut Street Streetscape Project.

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**Item Summary:**

Annually, staff seeks funding through the Department of Transportation (DOT) TAP Grant program for several initiatives. The staff are seeking authorization to apply for approximately \$1,550,000 in grant funds to assist in funding the Chestnut Street Streetscape Project. This grant request will assist with the construction component of this project. Last year the City was awarded grant funds towards the design of this project.

This project will be for construction on a streetscape project for Chestnut Street. The ultimate goal will be to complete the area from Foundry Street to Willey Street, but will likely need to be a phased project approach. The project will include new sidewalks or new ADA infrastructure, new lighting, and appropriate landscaping as needed. The project will also consider the addition of adding road markings or sharrow on Chestnut Street, which will enable cars and bicycles to share the street.

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**Fiscal Impact:** This grant requires a 20% pay-as-you go match. If awarded, funds would not be required until approximately April/May 2026. If a \$1,550,000 award is made, the match is approximately \$310,000.

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Resolution No. **2025-32**

**RESOLUTION AUTHORIZING APPLICATION FOR A  
TRANSPORTATION ALTERNATIVE PROGRAM GRANT  
FOR CHESTNUT STREET STREETScape CONSTRUCTION**

The City Council of the City of Morgantown hereby resolves that the City Manager, or designee, is authorized to submit application for a grant or grants offered by the Department of Transportation, Transportation Alternative Program (“TAP”) grants, in the approximate amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00) for the Chestnut Street Streetscape Project for a complete streetscape construction project for Chestnut Street, from Foundry Street to Willey Street. The construction project will include new sidewalks or new ADA infrastructure, new lighting, and appropriate landscaping as needed. The construction project may also add road markings or sharrows on Chestnut Street, which will enable cars and bicycles to share the street.

The City Manager or designee may also submit or execute on behalf of the City of Morgantown any and all such other documents or information necessary or helpful to the submission and processing of such application.

Adopted this **22nd** day of **July**, 2025:

\_\_\_\_\_  
Hon. Danielle Trumble, Mayor

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



# City Council Agenda Item Summary

Item 10F.

Council Meeting Date: 07/22/2025

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**Item:** Spruce Street Streetscape Project  
**Department:** Public Works  
**Requested By:** Robyn Hess, Grant Writer  
**Strategic Goal:** Connected and Well Maintained

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**Recommended Motion:** Move to approve a resolution the application for a Transportation Alternative Program (TAP) Grant for the Spruce Street Streetscape Project.

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**Item Summary:**

Annually, staff seeks funding through the Department of Transportation (DOT) TAP Grant program for several initiatives. The staff are seeking authorization to apply for approximately \$450,000 in grant funds to assist in funding the Spruce Street Streetscape Project. This grant request will assist with the design phase of this project.

The design concept will include all new sidewalks, improvement for ADA infrastructure, new lighting, and appropriate landscaping as needed. The City will conduct research on an optimal streetscape plan for the possibility of converting one of the lanes for strict bicycle usage.

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**Fiscal Impact:** This grant requires a 20% pay-as-you go match. If awarded, funds would not be required until approximately April/May 2026. If a \$450,000 award is made, the match is approximately \$90,000.

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Resolution No. **2025-33**

**RESOLUTION AUTHORIZING APPLICATION FOR A  
TRANSPORTATION ALTERNATIVE PROGRAM GRANT  
FOR SPRUCE STREET STREETScape DESIGN**

The City Council of the City of Morgantown hereby resolves that the City Manager, or designee, is authorized to submit application for a grant or grants offered by the Department of Transportation, Transportation Alternative Program (“TAP”) grants, in the approximate amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) for the Spruce Street Streetscape Project for a complete streetscape design project for Spruce Street, which consists of three automobile traffic lanes. The design concept will include all new sidewalks, and improved or new infrastructure to meet the requirements of the Americans with Disabilities Act, new lighting, and appropriate landscaping as needed. The City will conduct research on an optimal streetscape plan for the possibility of converting one of the lanes for bicycle-only use.

The City Manager or designee may also submit or execute on behalf of the City of Morgantown any and all such other documents or information necessary or helpful to the submission and processing of such application.

Adopted this **22nd** day of **July**, 2025:

\_\_\_\_\_  
Hon. Danielle Trumble, Mayor

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

# City Council Agenda Item Summary

Council Meeting Date: 07/22/2025

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**Item:** Approval to Accept Grant Award 3-54-0015-058-2025 from Federal Aviation Administration for runway 18-36 extension construction phase 5 and design phase 6

**Department:** Airport

**Requested By:** Jon Vrabel

**Strategic Goal:** Vibrant and Prosperous & Connected & Well Maintained

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**Recommended Motion:** I move to approve the acceptance of grant award 03-54-0015-058-2025 from the Federal Aviation Administration for Phase 5 Construction and Design Phase 6 of the Runway Extension Project at the Morgantown Municipal Airport (MGW) and authorize the signature of all related documents as required.

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**Item Summary:** This grant award from the Federal Aviation Administration is for Phase 5 Construction of the Runway Extension Project. This grant award for Phase 5 of the Runway Extension Project will facilitate the construction of a retaining wall adjacent to Wolf Run Rd which allows for the installation of the embankment for the project on the West side of the runway.

Once this phase of the project is complete, the project will be approximately 45% complete and will allow the next phases of the project to fill in the embankment. The majority of the rock needed for the next few phases is currently stockpiled in the location of the future I-68 Commerce Park. With this phase getting completed, the stockpiles will slowly be removed allowing for the Commerce Park construction to begin. It is anticipated that with the creation of the Commerce Park a TIF district may be considered.

The total cost for Phase 5 is \$10,021,251 with a local match of \$501,063. The funds for the local match are in the Airport's capital budget. The Airport will also be applying for a grant from the State to split the costs of the local match.

As with all Airport Improvement Program funding from the FAA, the acceptance of this grant will continue to obligate the City to continually operate the Airport for an additional 20 years as required by Federal Grant Assurances. The grant assurances required by federal law can be found at [https://www.faa.gov/airports/aip/grant\\_assurances](https://www.faa.gov/airports/aip/grant_assurances).



## City Council Agenda Item Summary

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**Fiscal Impact:** The fiscal impact of this grant provides funding for the \$63 million project at a 95/5 split with the FAA. This grant will provide \$9,520,188 in revenue for Runway Extension Project and the City's 5% local match of \$501,063 which is currently budgeted in the Airport's Capital budget program.

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3-54-0015-058-2025



U.S. Department of Transportation  
Federal Aviation Administration

Airports Division  
Eastern Region  
West Virginia

Beckley Airports Field Office  
176 Airport Circle, Room 101  
Beaver, WV 25813-9350

July 9, 2025

Ms. Jamie Miller  
City Manager  
430 Spruce Street  
Morgantown, WV 26505

Dear Ms. Miller:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-54-0015-058-2025 at Morgantown Municipal/Walter L Bill Hart Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 09, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

3-54-0015-058-2025

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Stewart Lewis, (609) 916-5792, [stewart.c.lewis@faa.gov](mailto:stewart.c.lewis@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Matthew Di Giulian  
Manager



U.S. Department of Transportation  
Federal Aviation Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2025 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date	July 9, 2025
<hr/>	
Airport/Planning Area	Morgantown Municipal/Walter L Bill Hart Field Airport
<hr/>	
Airport Infrastructure Grant Number	3-54-0015-058-2025
<hr/>	
Unique Entity Identifier	L6B4HJSNBR85
<hr/>	
TO:	<b>City of Morgantown</b>
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 6, 2025, for a grant of Federal funds for a project at or associated with the Morgantown Municipal/Walter L Bill Hart Field Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Morgantown Municipal/Walter L Bill Hart Field Airport (herein called the "Project") consisting of the following:

**Extend/Expand Runway 18/36 (550,000 CY)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated

3-54-0015-058-2025

Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$9,520,188.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$9,520,188 for airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. **Close Out and Termination**

3-54-0015-058-2025

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
  - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
  - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
  - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
  - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR §

200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 09, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

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- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

## 22. Trafficking in Persons.

- 1. *Posting of contact information.*
  - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- 2. *Provisions applicable to a recipient that is a private entity.*
  - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - iii. The use of forced labor in the performance of this grant; or any subaward; or
    - iv. Acts that directly support or advance trafficking in persons, including the following acts:
      - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
        - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
        - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
      - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
      - d) Charging recruited employees a placement or recruitment fee; or
      - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
  - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
      - a) Associated with the performance under this Grant; or

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- b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. *Provisions applicable to a recipient other than a private entity.*
  - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
      - a) Associated with the performance under this Grant; or
      - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 4. *Provisions applicable to any recipient.*
  - a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
  - b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
  - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
  - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- 5. *Definitions. For purposes of this Grant award, term:*
  - a. "Employee" means either:
    - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
  - b. "Private Entity" means:

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- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
  - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated April 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

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Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.
30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
  - b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
32. **National Airspace System Requirements**
- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including

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waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
    - (1) additional conditions on the award;
    - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
    - (3) any other remedy legally available.
  - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
  - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

### SPECIAL CONDITIONS

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
\_\_\_\_\_  
*(Signature)*

Matthew Di Giulian  
\_\_\_\_\_  
*(Typed Name)*

Manager, Beckley Airports Field Office  
\_\_\_\_\_  
*(Title of FAA Official)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
City of Morgantown

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

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

*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

##### 1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>

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- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3, 4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

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- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### **FOOTNOTES TO ASSURANCE (C)(1)**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

#### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

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- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

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of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

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accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### 18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### 19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

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interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

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which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

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which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

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public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
  1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The (City of Morgantown), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

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3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist\\_0.pdf](https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf)) for AIP projects as of May 6, 2025.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and

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3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

#### **40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

<b>Application for Federal Assistance SF-424</b>	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application    * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation    * Other (Specify) <input type="checkbox"/> Revision	
*3. Date Received:	
4. Applicant Identifier:	
5a. Federal Entity Identifier:	*5b. Federal Award Identifier: 3-54-0015-058-2025
<b>State Use Only:</b>	
6. Date Received by State:	7. State Application Identifier:
<b>8. APPLICANT INFORMATION:</b>	
*a. Legal Name: City of Morgantown	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 55-6000215	*c. UEI: L6B4HJSNBR85
<b>d. Address:</b>	
*Street 1:	430 Spruce Street
Street 2:	
*City:	Morgantown
County/Parish:	Monongalia
*State:	WV
*Province:	
*Country:	USA: United States
*Zip / Postal Code	26505
<b>e. Organizational Unit:</b>	
Department Name: City of Morgantown	Division Name: Morgantown Municipal Airport
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
Prefix: Mr.	*First Name: Joseph
Middle Name: Damien	
*Last Name: Davis	
Suffix:	
Title: Interim City Manager	
Organizational Affiliation: City of Morgantown	
*Telephone Number: 304-225-4213	Fax Number: (304) 284-7430
*Email: ddavis@morgantownwv.com	

<b>Application for Federal Assistance SF-424</b>
<b>*9. Type of Applicant 1: Select Applicant Type:</b> C: City or Township Government <b>Type of Applicant 2: Select Applicant Type:</b> Pick an applicant type <b>Type of Applicant 3: Select Applicant Type:</b> Pick an applicant type *Other (Specify)
<b>*10. Name of Federal Agency:</b> Federal Aviation Administration
<b>11. Catalog of Federal Domestic Assistance Number:</b> 20.106 <b>CFDA Title:</b> Airport Improvement Program
<b>*12. Funding Opportunity Number:</b> N/A <b>*Title:</b> N/A
<b>13. Competition Identification Number:</b> N/A <b>Title:</b> N/A
<b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b> City of Morgantown, Monongalia County, WV
<b>*15. Descriptive Title of Applicant's Project:</b> Extend Runway 18-36, Construction Phase 5 and Design of Bid Package 6 Grant will include Phase 5 Base bid and Add Alternates 1-4 as well as the Design of Bid Package 6.
<b>Attach supporting documents as specified in agency instructions.</b>

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: WV-02	*b. Program/Project: WV-02
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 11/01/2025	*b. End Date: 10/17/2025
<b>18. Estimated Funding (\$):</b>	
*a. Federal	\$ 9,520,188
*b. Applicant	\$ 501,063
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 10,021,251
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>*20. Is the Applicant Delinquent On Any Federal Debt?</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", explain:	
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: Mr.	*First Name: Joseph
Middle Name: Damien	
*Last Name: Davis	
Suffix:	
*Title: Interim City Manager	
*Telephone Number: 304-225-4213	Fax Number: 304-284-7430
* Email: ddavis@morgantownwv.gov	
*Signature of Authorized Representative:	*Date Signed: 5/6/25



**PART II - SECTION B****Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Yes, the improvements are within the area designated for aviation land use.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

A public outreach program has been conducted for this program.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

401/404 Permits have been approved. NPDES/SWPPP have been approved.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

See attached Exhibit A.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Yes

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

See attached Exhibit A.

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION****SECTION A – GENERAL**

1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

**SECTION B – CALCULATION OF FEDERAL GRANT**

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,600
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			405,901
5. Other Architectural engineering fees			
6. Project inspection fees			931,943
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			8,672,807
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 10,021,251
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			10,021,251
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 10,021,251
19. Federal Share requested of Line 18			9,520,188
20. Grantee share			501,063
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 10,021,251

<b>SECTION C – EXCLUSIONS</b>	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Capital Budget	501,063
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 501,063</b>

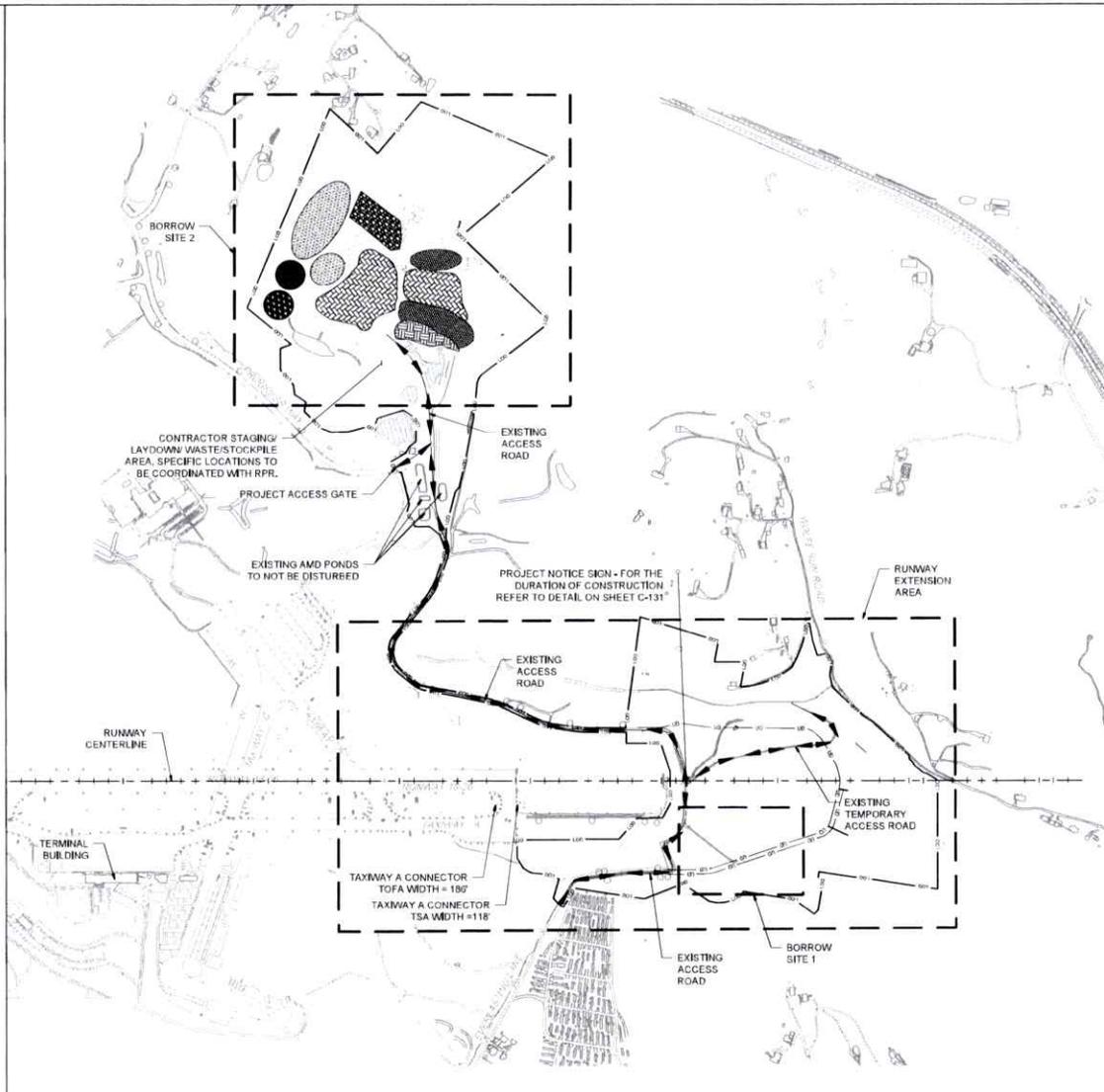
<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
Exhibit A Airport Property Inventory Map attached.

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b> MGW Runway 18-36 Extension Design
<b>AIRPORT:</b> Morgantown Municipal Airport (MGW)
<p><b>1. Objective:</b></p> <p>The City of Morgantown is proposing to extend Runway 18-36 by 1,001 feet to the south. This extension will provide an overall runway length of 6,200 feet. The runway extension is proposed to be constructed in multiple construction seasons/phases and will generally consist of: clearing/grubbing/E&amp;S, SWM, environmental &amp; bat habitat mitigation, demolitions of structures, reconstruction of airport access road, embankment construction (material from adjacent borrow site and potentially off-site), runway extension including associated airfield lighting and electrical infrastructure, relocation of existing navigational aids, and the A-GIS associated with the development of approaches.</p>
<p><b>2. Benefits Anticipated:</b></p> <p>The runway extension benefits were documented in the Length Justification Study. To summarize, the runway extension at MGW would help to prevent further aviation and economic losses and encourage future growth opportunities. The current length provides a significantly restrictive aviation resource for a broad range of users who want to be able to have the convenience of operating at MGW and creates challenges for encouraging economic growth for the region including the county and State.</p>
<p><b>3. Approach:</b> (See approved Scope of Work in Final Application)</p> <p>See attached Scopes of Work from MGW's consultant.</p>
<p><b>4. Geographic Location:</b></p> <p>All work is located on the airport property or property with agreements in place.</p>
<p><b>5. If Applicable, Provide Additional Information:</b></p> <p>Construction Phases 1, 2, and 3 construction is substantially completed. Ph 4 is currently under construction to be completed in 4Q25.</p>
<p><b>6. Sponsor's Representative:</b> (include address &amp; telephone number)</p> <p>City of Morgantown, 389 Spruce Street, Morgantown, WV 26505 J. Damien Davis, 304-225-4213</p>

**THIS PROJECT GENERALLY CONSISTS OF THE FOLLOWING**

1. BASE BID
  - 1.1. EROSION AND SEDIMENTATION (E&S) CONTROLS
  - 1.2. CLEARING AND GRUBBING
  - 1.3. DEMOLISH THE EXISTING BASIN (DEMOLISH EXISTING STORM PIPE AND STRUCTURE)
  - 1.4. REMOVE MUCK FROM THE BASIN AND WETLANDS
  - 1.5. INSTALL ROCK TOE KEY
  - 1.6. INSTALL STANDARD ROCK FILL BEHIND THE TOE KEY
  - 1.7. IMPORT DURABLE ROCK MATERIAL FROM OFFSITE FOR PLACEMENT IN THE BASE BID.
  - 1.8. INSTALL DURABLE ROCK, STANDARD ROCK, AND UNCLASSIFIED FILL ABOVE THE TOE KEY PER CROSS SECTIONS
  - 1.9. INSTALL STANDARD ROCK FILL BEHIND THE TOE KEY
2. BID ALTERNATE 1
  - 2.1. PLACEMENT OF DURABLE, STANDARD AND UNCLASSIFIED MATERIALS
3. BID ALTERNATE 2
  - 3.1. PLACEMENT OF DURABLE, STANDARD AND UNCLASSIFIED MATERIALS
4. BID ALTERNATE 3
  - 4.1. PLACEMENT OF DURABLE, STANDARD AND UNCLASSIFIED MATERIALS
5. BID ALTERNATE 4
  - 5.1. PLACEMENT OF DURABLE, STANDARD AND UNCLASSIFIED MATERIALS



**SITE PLAN  
GENERAL NOTES**

1. CONTRACTOR SHALL CONTINUALLY PROVIDE ACCESS TO THE PERIMETER ROAD THROUGHOUT CONSTRUCTION.
2. REFER TO SHEET C-004 FOR A SCHEMATIC PROJECT DURATIONS TABLE AND NOTES.
3. THE CONTRACTOR SHALL ADHERE TO THE CITY OF MORGANTOWN DAYTIME CONSTRUCTION HOURS, BETWEEN 7:00 AM TO 9:00 PM ON WEEKDAYS AND 9:00 AM TO 9:00 PM ON WEEKENDS, AND ANY OTHER LOCAL NOISE ORDINANCE AS APPLICABLE.
4. THE CONTRACTOR SHALL AVOID DISTURBING ANY WETLANDS WITHIN THE PROJECT WORK AREA UNTIL APPROVAL IS RECEIVED FROM THE RPR TO DISTURB SUCH WETLANDS.
5. THE CONTRACTOR SHALL BE AWARE OF ON GOING CONSTRUCTION AT THE AIRPORT AND ADJACENT TO THE EXCAVATION SITE. THE CONTRACTOR SHALL COORDINATE WITH THE RPR AND THE AIRPORT AND TAKE MEASURES TO MINIMIZE OR ENTIRELY AVOID ANY IMPACTS TO ON GOING CONSTRUCTION.

**LEGEND**



RUNWAY 18-36 EXTENSION - PLOTTED ON 4/9/2025 10:54 PM

**Michael Baker International**  
 MICHAEL BAKER ENGINEERING INC.  
 100 AIRSIDE DRIVE  
 MORGANTOWN, WV 26501 (PA 0138)  
 (304) 296-4300

**RHEA**  
 ENGINEERS & CONSTRUCTORS, INC.

DESIGNED: BR/MJM 3/28/2025  
 DATE: 3/28/2025  
 DRAWN: P/B/BJD 3/28/2025  
 DATE: 3/28/2025  
 CHECKED: K/BJD 3/28/2025  
 DATE: 3/28/2025  
 APPROVED: BR/KGZ 3/28/2025  
 DATE: 3/28/2025



REVISION	
DATE	DESCRIPTION
04/10/25	BRF



**MORGANTOWN MUNICIPAL AIRPORT**  
 WALTER L. BILL HART FIELD  
 MORGANTOWN, WEST VIRGINIA

RUNWAY 18-36 EXTENSION: CONSTRUCTION PHASE 5		SHEET
PROJECT LAYOUT PLAN		C-310
MGW PROJECT NO: 203396	DATE: MARCH 28, 2025	



# City Council Agenda Item Summary

Council Meeting Date: July 22, 2025

---

**Item:** Request for Exemption from Vacant Structure Registration for 442 Baird Street  
**Department:** City Manager  
**Requested By:** Fadi Farid (property owner)  
**Strategic Goal:** Strategic Plan – Safe and Welcoming  
Comprehensive Plan – Neighborhoods & Housing Strategies

---

**Recommended Motion:** I move to direct the City Manager’s office to schedule a hearing date with the applicant for City Council to consider the exemption request from the Vacant Structure Registration for 442 Baird Street.

---

**Item Summary:** Article 1718 of City Code, entitled the Vacant Structures Code, requires property owners to register any vacant structure and pay the associated registration fee. The code provides for an exemption process. Upon request by the property owner, City Council shall exempt a vacant building from registration upon a finding for good cause.

The process for exemption requires City Council to consider the request at its next regular meeting. To ensure both the applicant, Council, and City staff have adequate time to prepare for the hearing (including providing documentation to Council), City Council commonly takes up an agenda item to direct staff to schedule the hearing at a future date convenient for all parties.

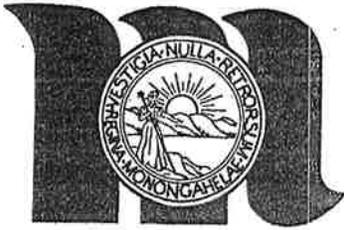
This agenda item is simply to approve and direct City staff to schedule a hearing at a future date with the applicant and City Council to hear the request.

---

**Fiscal Impact:** Setting a hearing date (the item up for consideration on this agenda) has no fiscal impact on the City.

If a hearing date is set, and City Council determines the exemption request has good cause, City Council has the option to waive the registration fee, which could result in a de minimum reduction in revenue for the City.

---



# The City of Morgantown

389 SPRUCE STREET  
MORGANTOWN, WEST VIRGINIA 26505

Item 10H.

### Vacant Building Exemption Form

Date Filed: [Date] <u>7/7/2025</u>	Registration Type (circle): <u>NEW</u> Renewal
------------------------------------	--

### Property and Structure Information

Address: 442 Baird Street  
Morgantown, WV 26505

Tax Map/Parcel ID: 1329085000

Status (circle all that are true): Vacant Open Secure Exterior Maintained Abandoned

Utilities (circle): Electricity: On / Off Water: On / Off Gas: On / Off

Date Utilities Terminated: Electricity: N/A Water: N/A Gas: N/A

Owner(s) Information (P.O. Boxes are not acceptable.)  
(Attach additional sheets if necessary.)

- If the property is owned by:
- an individual, provide the name and residence of the individual person;
  - an estate, please provide the name and business address of the executor;
  - a trust, please provide the name and address of all trustees, grantors, and beneficiaries;
  - a partnership, the names and residence address of all partners with an interest of 10% or greater;
  - a corporation provide the names and residence addresses of all officers and directors of the corporation and attach a copy of the most recent annual franchise tax report filed with the WV Secretary of State;
  - any other form of unincorporated association, the names and residence addresses of all principals with an interest of 10% or greater.

### Applicant Information

Name: Fadi Farid

Address: 6811 Dean Drive McLean, VA 22101

Phone: 703-350-1881 Email: OMEGA SERVICE CORP @ gma. l. com

Vacancy Notice or Event (attach copy, if applicable): July 1st, 2025

Date of Notice or Event: July 1st, 2025

Exemption Dates Requested: Begin July 7th, 2025 End Aug. 1st, 2025

Reason for Exemption under City Code 1718.07(c) (attach additional sheets if necessary):  
Construction is almost completed. This is not a vacant/abandoned home anymore.

**Internal Use Only:**

Date received: \_\_\_\_\_

Received by: \_\_\_\_\_

Next Council Meeting: \_\_\_\_\_

Date Decision Issued: \_\_\_\_\_

Date Decision Delivered: \_\_\_\_\_

Delivery Method: \_\_\_\_\_

**Applicant Certification and Signature:**

I, Fadi Farid (print name), the Applicant for this exemption, am a Property Owner of the property subject of this request, and I have authority to control or direct the management or disposition of the property and to file this request. I certify that the statements contained in this request are true to the best of my knowledge after reasonable investigation.

[Signature]  
(Signature)



# City Council Agenda Item Summary

Council Meeting Date: July 22, 2025

---

**Item:** Request for Exemption from Vacant Structure Registration for 731 Wells Street  
**Department:** City Manager  
**Requested By:** John Espinosa (property owner)  
**Strategic Goal:** Strategic Plan – Safe and Welcoming  
Comprehensive Plan – Neighborhoods & Housing Strategies

---

**Recommended Motion:** I move to direct the City Manager’s office to schedule a hearing date with the applicant for City Council to consider the exemption request from the Vacant Structure Registration for 731 Wells Street.

---

**Item Summary:** Article 1718 of City Code, entitled the Vacant Structures Code, requires property owners to register any vacant structure and pay the associated registration fee. The code provides for an exemption process. Upon request by the property owner, City Council shall exempt a vacant building from registration upon a finding for good cause.

The process for exemption requires City Council to consider the request at its next regular meeting. To ensure both the applicant, Council, and City staff have adequate time to prepare for the hearing (including providing documentation to Council), City Council commonly takes up an agenda item to direct staff to schedule the hearing at a future date convenient for all parties.

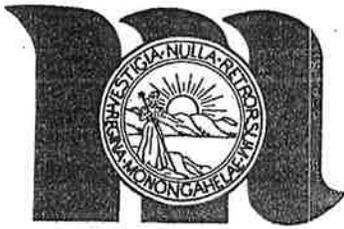
This agenda item is simply to approve and direct City staff to schedule a hearing at a future date with the applicant and City Council to hear the request.

---

**Fiscal Impact:** Setting a hearing date (the item up for consideration on this agenda) has no fiscal impact on the City.

If a hearing date is set, and City Council determines the exemption request has good cause, City Council has the option to waive the registration fee, which could result in a de minimum reduction in revenue for the City.

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# The City of Morgantown

389 SPRUCE STREET  
MORGANTOWN, WEST VIRGINIA 26505

Item 101.

### Vacant Building Exemption Form

Date Filed: [Date] 07/14/2025	Registration Type (circle): NEW	Renewal
-------------------------------	---------------------------------	---------

### Property and Structure Information

Address: 731 Wells Street Morgantown, WV 26505	Tax Map/Parcel ID: 31-13-0026-0370-0000
---	---

Status (circle all that are true): Vacant Open Secure Exterior Maintained Abandoned

Utilities (circle): Electricity: On / Off Water: On / Off Gas: On / Off

Date Utilities Terminated: \_\_\_\_\_ Electricity: \_\_\_\_\_ Water: \_\_\_\_\_ Gas: \_\_\_\_\_

Owner(s) Information (P.O. Boxes are not acceptable.)  
(Attach additional sheets if necessary.)

### If the property is owned by:

- an individual, provide the name and residence of the individual person;
- an estate, please provide the name and business address of the executor;
- a trust, please provide the name and address of all trustees, grantors, and beneficiaries;
- a partnership, the names and residence address of all partners with an interest of 10% or greater;
- a corporation provide the names and residence addresses of all officers and directors of the corporation and attach a copy of the most recent annual franchise tax report filed with the WV Secretary of State;
- any other form of unincorporated association, the names and residence addresses of all principals with an interest of 10% or greater.

### Applicant Information

Name: John Espinosa

Address: 42210 Winning Glory Drive Aldie VA 20105

Phone: 717.816.4056 Email: JRL\_Investments@outlook.com

Vacancy Notice or Event (attach copy, if applicable): \_\_\_\_\_

Date of Notice or Event: \_\_\_\_\_

Exemption Dates Requested: Begin \_\_\_\_\_ End \_\_\_\_\_

### Reason for Exemption under City Code 1718.07(c) (attach additional sheets if necessary):

Architecture plans + Permit request have been submitted for review and approval.  
Planning to start work once approved, expected date is Aug 2025

### Internal Use Only:

Date received: \_\_\_\_\_

Received by: \_\_\_\_\_

Next Council Meeting: \_\_\_\_\_

Date Decision Issued: \_\_\_\_\_

Date Decision Delivered: \_\_\_\_\_

Delivery Method: \_\_\_\_\_

### Applicant Certification and Signature:

I, John Espinosa (print name), the Applicant for this exemption, am a Property Owner of the property subject of this request, and I have authority to control or direct the management or disposition of the property and to file this request. I certify that the statements contained in this request are true to the best of my knowledge after reasonable investigation.

John E  
(Signature)



# City Council Agenda Item Summary

Council Meeting Date: July 22, 2025

---

**Item:** Ordinance authorizing release of a sewer easement  
**Department:** City Attorney  
**Requested By:** Property Owner (Little Village, LLC)  
**Strategic Goal:** Strategic Plan – n/a. Comprehensive Plan – n/a.

---

**Recommended Motion:** I move to approve the ordinance authorizing execution of a right-of-way and easement release.

---

**Item Summary:** The City is the owner of a sewer utility easement crossing property outside the City boundaries in Morgan District, adjoined by North Parkview Drive and University Avenue. A mixed-use commercial building and parking lot have been constructed on the property. The sewer utility easement was originally acquired by the United States Federal Works Agency in 1942 and conveyed to the City by quitclaim deed in 1954. The utility easement passes underneath the commercial building. A new sewer line has been constructed around the building and is dedicated to use by the Morgantown Utility Board, so the sewer system is adequately served by existing infrastructure without the need for this utility easement.

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**Fiscal Impact:** None.

---

Ordinance No. 2025-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MORGANTOWN  
PROVIDING FOR EXECUTION OF A RIGHT-OF-WAY AND EASEMENT RELEASE  
OVER LOTS 6, 7, AND 8 OF THE PLAN OF LOTS LAYOUT FOR BARNES &  
BITONTI  
SITUATED IN MORGAN DISTRICT, MONONGALIA COUNTY, WEST VIRGINIA**

The City of Morgantown hereby ordains as follows:

**Section 1. Findings and Purpose.** In accordance with West Virginia Code section 8-11-3(6) and City Charter section 2.12(7) and (10), an ordinance of City Council is required in order to transfer interests in land or to vacate public ways. City Council finds and concludes that the right-of-way and easement described and defined on the attached “Right-of-Way and Easement Release” is not needed for public purposes of The City of Morgantown and should be released. More particularly, City Council finds and concludes that the right-of-way and easement described therein is outside the corporate limits of The City of Morgantown and was acquired by the Federal Works Agency of the United States for nominal compensation and granted a perpetual easement alternating in width from 8 to 10 feet to construct, maintain, repair, replace and use a sewer system, and that an alternate sewer system or portion thereof has been constructed at and adjacent to the designated property, Lots 6, 7, and 8 of the Plan of Lots Layout for Barnes & Bitonti, and has been or will be dedicated to the use of the Morgantown Utility Board for sewer purposes, such that alternate facilities are available without the use of the existing easement and right-of-way.

**Section 2. Authorization to Execute Release.**

Based upon the foregoing findings and conclusions, the City Manager is hereby authorized to execute the attached Right-of-Way and Easement Release, and to execute such other documents as may be necessary or helpful to accomplish the purposes thereof.

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Mayor

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

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

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

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

**RIGHT-OF-WAY AND EASEMENT RELEASE**

**THIS RIGHT-OF-WAY AND EASEMENT RELEASE** (“Release”) is made on July \_\_\_\_\_, 2025, by The City of Morgantown, West Virginia, a municipal corporation, party of the first part (“City of Morgantown”), for the benefit and in favor of Little Village LLC, a West Virginia limited liability company, party of the second part (“Little Village”), and its successors in interest.

WHEREAS, Little Village owns Lots 6, 7, and 8 of the Plan of Lot Layout for Barnes & Bittonti situated in Morgan District of Monongalia County, West Virginia (“Property”) by deed from Jane Corder Moore et al. dated July 11, 2019, which is recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia (“Clerk’s Office”) in Deed Book 1677 at Page 15 (“Vesting Deed”); and

WHEREAS, the Vesting Deed includes that certain July 2, 2019, map or plat prepared by Allan J. Witschi, PS No. 587, of Greenleaf Surveying Company, that depicts certain stormwater and sanitary sewer lines, manholes, drop inlets, and related facilities extending across and through the Property from North Parkview Drive to Lot 9 of the Plan of Lot Layout for Barnes & Bittonti (“Existing Facilities”); and

WHEREAS, the Property is subject to and encumbered by a perpetual public easement established by three July 3, 1942, Judgments on the Declaration of Taking of the District Court of the United States for the Northern District of West Virginia which are recorded in the Clerk’s Office in Deed Book 332 at Pages 16, 51, and 58, that are part of the 22<sup>nd</sup> tract conveyed from the United States of America to City of Morgantown by quitclaim deed dated February 1, 1954, and recorded in the Clerk’s Office in Deed Book 506 at Page 492 (“Existing Easement”); and

WHEREAS, Little Village has constructed a new building with integral sidewalks, canopies, fire escape, and related improvements (“Building”) on the Property as depicted and shown on the June 19, 2025, map or plat prepared by Ronald A. Talkington, PS No. 876, of Cheat Road Engineering, Inc. which is attached hereto and incorporated herein as Exhibit A (“2025 Plat”);

WHEREAS, in furtherance of the Building, Little Village constructed new sanitary and stormwater pipelines, manholes, inlets, and related improvements for the carrying and transporting of sanitary sewage and stormwater across and through the Property and around the Building (“New Facilities”).

**WITNESSETH:** That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and the construction of the New Facilities by Little Village, the receipt and sufficiency of all of which are hereby acknowledged, City of Morgantown hereby abandons, extinguishes, and surrenders the Existing Easement under and within the footprint and perimeter of the Building and quitclaims and releases to Little Village the Existing Facilities under and within the footprint and perimeter of the Building.

This Release is binding upon the parties hereto, and their respective successors and assigns.

[REMAINDER OF PAGE LEFT BLANK]

**THE CITY OF MORGANTOWN,  
a municipal corporation**

By: \_\_\_\_\_  
Its: City Manager

STATE OF WEST VIRGINIA,  
COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2025, by \_\_\_\_\_, The City Manager of The City of Morgantown, a municipal  
corporation, for and on behalf of and as the act and deed of such corporation.

My commission expires: \_\_\_\_\_.

(Notarial Seal) \_\_\_\_\_  
Notary Public in and for the  
State of West Virginia

This instrument prepared by: Steven M. Prunty  
Reeder Shuman PLLC  
256 High Street  
Morgantown, West Virginia 26505



# City Council Agenda Item Summary

Council Meeting Date: 07/22/2025

---

**Item:** Consideration of (APPROVAL) of A Resolution Amending the FY 2025-2026 Budget Revision for the Morgantown General Fund (Revision #1)  
**Department:** Finance Department  
**Requested By:** Jonathan Furgison, Finance Director  
**Strategic Goal:** Excellent and Responsible – Fiscal Sustainability

---

**Recommended Motion:** Move to approve the resolution amending the FY2025-2026 Budget Revision for the Morgantown General Fund (Revision #1)

---

**Item Summary:**

Attached is a narrative and proposed amendment to reconcile actual General Fund Carryover from June 30, 2025 in the FY26 Budget on the cash-basis of accounting; along with the proposed plan to address the short-fall.

The proposed revision is designed to preserve operational continuity, protect long-term financial health, and maintain compliance with state reporting requirements.

---

**Fiscal Impact:** \$1,010,685 net decrease to the overall FY26 General Fund Budget

---

Resolution No. **2025-28**

## A RESOLUTION OF THE CITY OF MORGANTOWN

### Amending the 2025-2026 Budget for the Morgantown General Fund Budget Revision No. 1

The City of Morgantown hereby resolve as follows:

#### **Section 1. Findings and Purpose.**

The City Council finds and determines that the Fiscal Year 2025-2026 General Fund budget should be amended as stated in this Resolution.

#### **Section 2. Adoption of Revision to Fiscal Year 2025-2026 General Fund budget.**

The City of Morgantown Fiscal Year 2025-2026 General Fund budget is hereby amended as shown in the attached schedule, which is incorporated in this Resolution by reference.

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

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

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

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

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

**Section 4. Effective date; application.** This Resolution shall be effective upon adoption, subject to any approval or other action required by the office of the West Virginia State Auditor. This Resolution does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_:

\_\_\_\_\_  
Mayor

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

Record of Roll Call Vote

The following votes were recorded for the foregoing ordinance or resolution:

First Ward:	___	Yes	___	No
Second Ward:	___	Yes	___	No
Third Ward:	___	Yes	___	No
Fourth Ward:	___	Yes	___	No
Fifth Ward:	___	Yes	___	No
Sixth Ward:	___	Yes	___	No
Seventh Ward:	___	Yes	___	No

Attest:

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



P: 304-284-7412  
Morgantownwv.gov  
389 Spruce St.  
Morgantown, WV 26505

# **Proposed Budget Revision Fiscal Year Ended June 30, 2026**

## **General Fund – Revision #1**

**This Budget Revision includes:**

- 1. Reconciliation of Anticipated Carry-over to Actual**

# 1. Reconciliation of Anticipated Carry-over to Actual

## Purpose:

This budget revision serves two primary purposes: (1) to adjust for the timing of anticipated revenue receipts, and (2) to reconcile the actual unassigned fund balance (Account #299) available as of June 30, 2025, for appropriation in the FY26 General Fund Budget.

The original carry-over estimate, developed during the January–March 2025 budget preparation period, was based on preliminary projections. This revision updates that estimate to reflect the City’s actual year-end cash position. By doing so, it ensures that the FY26 budget remains aligned with the cash basis of accounting used in its adoption and maintains consistency between financial planning and available resources.

## Background:

In accordance with guidance from the West Virginia State Auditor’s Office, this reconciliation must be completed and submitted by July 30, 2025. Because the City of Morgantown prepares its General Fund budget on a cash basis, the carry-over calculation is based on actual cash and cash equivalents—such as checking accounts, savings accounts, and short-term investments—available as of the fiscal year-end.

The original FY26 carry-over estimate was \$5,958,750, based on a three-year trend analysis. However, it was subsequently determined that prior year carry-over figures were calculated using the modified accrual basis, creating a disconnect with the cash-basis methodology used in the FY26 budget. The corrected cash-based carry-over as of June 30, 2025, is \$2,721,065, resulting in a shortfall of \$3,237,685.

This revision corrects the inconsistency in accounting methodology to ensure that budgeted expenditures are supported by actual available cash. Maintaining this alignment is essential to avoid overcommitting resources and to preserve the City’s fiscal integrity.

## Clarification:

This adjustment is **NOT** the result of overspending or revenue shortfalls in FY25. Revenues and expenditures remained within budget, and no single account contributed to this issue. **The revision is solely a technical correction to ensure consistency in the application of accounting principles.**

## Plan to Address the Shortfall:

To responsibly address the \$3.24 million shortfall while minimizing operational disruption, the following actions are proposed:

### 1. Delay in FY25 Year-End Capital Escrow Contribution

The FY25 year-end transfer of \$2,205,000 to the Capital Escrow Fund will be temporarily delayed until after July 1, 2025, when sufficient cash is available. This delay is not expected to materially impact the Capital Escrow Fund and will be revisited during the September/October FY26 carry-over review.

### 2. Partial Delay of FY26 Year-End Capital Escrow Contribution

A portion of the originally planned FY26 transfer from the General Fund to the Capital Escrow Fund—specifically, \$750,000 of the total \$2,900,000—will be temporarily deferred until sufficient cash becomes available. This delay is also not expected to have a material impact on the Capital Escrow Fund in the long run and will be reassessed when resources become available.

### 3. Increase in Business & Occupation Tax – Major Construction Tax Revenue

Increase the projected revenue for Business & Occupation (B&O) Tax – Major Construction by \$270,000 in the FY26. This increase is based on updated revenue expectations tied to the commencement of a significant multi-year construction project within city limits.

#### 4. Reduction in General Fund Contingency

Reduce the FY26 General Fund Contingency appropriation from \$416,479 to \$151,673. This line item will be reevaluated in a future budget revision once additional revenues are realized.

#### 5. Conditional Use of Financial Stabilization Fund

Include a placeholder contribution from the Financial Stabilization Fund to balance the FY26 General Fund Budget. **This is a contingency measure only—NO funds will be transferred unless absolutely necessary.** The Financial Stabilization Fund remains intact unless a future cash flow need arises.

### Budget Revision Details:

#### 1. Decrease in Budgeted Revenues:

- **Account Number 299 “Unassigned Fund Balance” (Carry-over):** The reconciliation of actual carry-over fund balance as of June 30, 2025 that can be utilized in the FY26 budget on the cash-basis of accounting resulted in a \$3,237,685 decrease in FY26 budgeted revenues.

#### 2. Increase in Budgeted Revenues:

- **Account Number 305 “Business and Occupation Tax”:** An increase of \$270,000 in projected revenue for Business & Occupation (B&O) Tax – Major Construction revenues anticipated in FY26. This revision is based on updated revenue expectations tied to the commencement of a significant multi-year construction project within city limits.
- **Account Number 369 “Contributions from Other Funds”:** This proposed budget revision includes \$2,000,000 from the Financial Stabilization Fund to balance the FY26 General Fund Budget. **This is a contingency measure only—NO funds will be transferred unless absolutely necessary.**

### 3. Increase in Budgeted Expenditures:

- **Account Number 410 “City Council”:** An increase of \$2,007 for the budgeted carry-over allocated for Sister Cities.
- **Account Number 412 “City Manager’s Office”:** An increase of \$2,114 for the budgeted carry-over allocated for the purchase of City bus passes that will be distributed per pre-established protocols.

### 4. Decrease in Budgeted Expenditures:

- **Account Number 444 “Contributions / Transfers to Other Funds”:** A temporary reduction of \$750,000 is proposed for the General Fund’s FY26 transfer to the Capital Escrow Fund designated for the Streets Department. This adjustment reflects a timing-based deferral and will be revisited when resources are available.
- **Account Number 699 “Contingency”:** A decrease of \$264,806 of the General Fund’s FY26 Contingency Budget.

### Conclusion:

This budget revision reflects a proactive and responsible approach to financial management. By correcting the basis of accounting used in the carry-over calculation, the City ensures that its FY26 budget is grounded in actual available resources. The proposed revisions are designed to preserve operational continuity, protect long-term financial health, and maintain compliance with state reporting requirements.

LGSD BR (Ver. 2023)

**REQUEST FOR REVISION TO APPROVED BUDGET**

Ora Ash, Deputy State Auditor  
 West Virginia State Auditor's Office  
 200 West Main Street  
 Clarksburg, WV 26301  
 Phone: 304-627-2415 ext. 5101 or ext. 5119  
 Fax: 304-340-5090  
 Email: lgs@wvsao.gov

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: **2025-2026**  
 Fund: **001**  
 Revision Number: **1**  
 Pages: **1 of 1**

**CITY OF MORGANTOWN**  
 GOVERNMENT ENTITY

Person To Contact Regarding Request:  
 Name: **Jonathan Furgison**  
 Phone: **304-284-7407**  
 Fax: **304-284-7418**  
 Email: **jfurgison@morgantownwv.gov**

**389 SPRUCE STREET**  
 STREET OR PO BOX  
**MORGANTOWN** **26505**  
 CITY ZIP CODE

**Municipality**  
 Government Type

**REVENUES: (net each acct.)**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	INCREASE	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	5,958,750	-	(3,237,685)	2,721,065
305	Business and Occupation Tax	16,125,000	227,000	-	16,352,000
369	Contributions from Other Funds	-	2,000,000	-	2,000,000
		-	-	-	-
		-	-	-	-
		-	-	-	-
<b>NET INCREASE/(DECREASE) Revenues (ALL PAGES)</b>			<b>(1,010,685)</b>		

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

**EXPENDITURES: (net each acct.)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	INCREASE	(DECREASE)	REVISED AMOUNT
410	City Council	80,527	2,007	-	82,534
412	City Manager's Office	1,099,378	2,114	-	1,101,492
444	Contributions / Transfers to Other Funds	10,113,103	-	(750,000)	9,363,103
699	Contingencies	416,479	-	(264,806)	151,673
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
<b>NET INCREASE/(DECREASE) Expenditures (ALL PAGES)</b>			<b>(1,010,685)</b>		

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

\_\_\_\_\_  
 AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE