



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, Morgantown, WV 26505
Tuesday, August 20, 2024 at 7:00 PM

1. **PLEDGE:**
2. **CALL TO ORDER:**
3. **ROLL CALL:**
4. **APPROVAL OF MINUTES:**
 - A.** July 16, 2024, Special Meeting Minutes
 - B.** July 16, 2024, Regular Meeting Minutes
 - C.** July 30, 2024, Special Meeting Minutes
 - D.** July 30, 2024, Committee of the Whole Meeting Minutes
5. **CORRESPONDENCE:**
 - A. IT Presentation - IT Manager, Tim Povroznik (10 Minutes)
6. **PUBLIC HEARINGS:**
 - A. **An Ordinance amending the FY 2024-2025 Annual Budget of the City of Morgantown as shown in the revised budget attached hereto and made a part of this Ordinance as the same applies to the General Fund**
7. **UNFINISHED BUSINESS:**
 - A.** Consideration of **APPROVAL** of (Second Reading) of **An Ordinance amending the FY 2024-2025 Annual Budget of the City of Morgantown as shown in the revised budget attached hereto and made a part of this Ordinance as the same applies to the General Fund** (*First reading 7/16/2024*)
 - B.** Boards & 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 Metropolitan Theatre Electrical Installation Services, Bid Award 2025-01**
- B. Consideration of APPROVAL of A Resolution authorizing certain individuals of the City of Morgantown to Transact Business with the City's Various Banking Institutions**
- 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 a contract with the Monongalia County Board of Education for a School Resource Officer at Morgantown High School**

11. NEW BUSINESS:

- A. Consideration of APPROVAL of (First Reading) of An Ordinance providing for the Zoning Reclassification of certain parcels of Real Estate in the First Ward of the City of Morgantown, Tax District 9, Tax Map 48A, Parcel 12, Commonly known as 1433 Dorsey Avenue from a R-1, Single-Family Residential District to a B-1, Service Business District amending Article 1331 of the Planning and Zoning Code of the City of Morgantown as shown on the exhibit hereto attached and declared to be a part of this Ordinance as if the same were fully set forth herein**
- B. Consideration of APPROVAL of (First Reading) of An Ordinance providing for the Zoning Reclassification of certain portions of parcels of real estate in the Fourth Ward of the City of Morgantown, Tax District 12, Tax Map 14, Parcels 12.1, 13, 16, 17, 18, 20, 21 and 498, and Tax Map 15, Parcels 86, 87, 88, 89, 90, 92.1, 93, 93.1, 93.2, 93.3, 94, 95, 96, 97, 277, 278, 279 from a O-I, Office and Institutional District to a R-3, Multi-Family Residential District Amending Article 1331 of the Planning and Zoning Code of the City of Morgantown as shown on the exhibit hereto attached and declared to be a part of this Ordinance as if the same were fully set forth herein**
- C. Consideration of APPROVAL of A Resolution of the Morgantown City Council Directing the Study of the Availability of Affordable Housing in Morgantown and Develop recommendations (Policies, Programs and/or Initiatives) to Preserve and Increase the Supply of Affordable Housing Opportunities in the Community**
- D. Consideration of APPROVAL of (First Reading) of An Ordinance of the City of Morgantown creating a new article of City Code entitled "Camping on Public Property"**
- E. Consideration of APPROVAL of A Resolution authorizing Financial Support for the Monongalia County Development Authority Richwood Redevelopment Project**

12. CITY MANAGER'S REPORT:

13. REPORT FROM CITY CLERK:

14. REPORT FROM CITY ATTORNEY:

15. REPORT FROM COUNCIL MEMBERS:

16. EXECUTIVE SESSION:

- A. Pursuant to West Virginia State Code Section 6-9A-4(b)(12) to discuss matters protected by attorney-client privilege.

17. ADJOURNMENT:

For accommodations please call or text 304-288-7072

City of Morgantown

SPECIAL MEETING MINUTES July 16, 2024

Special Meeting July 16, 2024: The Special Meeting of the Common Council of the City of Morgantown was held at City Hall Council Chambers on Tuesday, July 16, 2024, at 6:01 p.m.

Present: Mayor Joe Abu-Ghannam, Deputy Mayor Jenny Selin, Council Members, Bill Kawecki, Louise “Weez” Michael, and Dave Harshbarger, Danielle Trumble and Brian Butcher were absent.

EXECUTIVE SESSION: Pursuant to West Virginia Code Section 6-9a-4(b)(2)(a) to discuss matters in considering new appointments for Board and Commissions. Motion by Deputy Mayor Selin, second by Councilor Harshbarger, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:02 p.m.

Irene Dunsavage – *Cultural Arts Commission, Historic Landmarks Commission, & Urban Landscape Commission*

Tony Antonini – *Cultural Arts Commission & Woodburn Commission*

Rachael Coen – *Fairmont-Morgantown Housing Authority*

Adjournment:

There being no further business, motion by Councilor Harshbarger, second by Councilor Kawecki, to adjourn the meeting. Time: 7:02 p.m.

City Clerk

Mayor

City of Morgantown

SPECIAL MEETING MINUTES July 30, 2024

Special Meeting July 30, 2024: The Special Meeting of the Common Council of the City of Morgantown was held at City Hall Council Chambers on Tuesday, July 30, 2024, at 7:00 p.m.

Present: City Manager Kim Haws, Assistant City Manager Emily Muzzarelli, Deputy City Clerk Heather Carl, City Attorney Ryan Simonton, Mayor Joe Abu-Ghannam, Deputy Mayor Jenny Selin, Council Members, Bill Kawecki, Louise “Weez” Michael, Danielle Trumble, Dave Harshbarger, and Brian Butcher via zoom.

New Business:

A Resolution of Morgantown City Council Authorizing Demolition of Bid Award: The Resolution is being presented for approval.

Director of Development Services Rickie Yeager explained. After discussion, there was a motion by Councilor Trumble, second by Councilor Kawecki, to approve the Resolution - Award Bid Call 2024-07 to Reclaim Company in the amount of \$548,500. Motion carried 7-0.

Adjournment:

There being no further business, motion by Councilor Trumble, second by Councilor Kawecki, to adjourn the meeting. Time: 7:04 p.m.

City Clerk

Mayor

City of Morgantown

MINUTES COMMITTEE OF THE WHOLE MEETING July 30, 2024

The Committee of the Whole Meeting, July 30, 2024: The Committee of the Whole Meeting of the Common Council of the City of Morgantown was held in Monongalia County Commission Chambers, on Tuesday, July 30, 2024, at 7:10 p.m.

PRESENT: City Manager Kim Haws, Assistant City Manager Emily Muzzarelli, City Attorney Ryan Simonton, Mayor Joe Abu-Ghannam, Deputy Mayor Jenny Selin, Council Members, Bill Kawecki, Louise “Weez” Michael, Danielle Trumble, Dave Harshbarger and Brian Butcher via zoom.

The meeting was called to order by Deputy Mayor Selin.

PRESENTATIONS:

A. Non-Congregate Shelters presented by Morgantown Church – Brandon Brammer

Brandon Brammer from Morgantown Church presented to city council a project proposal that may help the houseless issue in our city.

PUBLIC PORTION:

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

Annie Cronan Yorick, Human Rights Commission Chair spoke about the agenda item regarding the membership qualification for the HRC. She noted that it was not discussed at the HRC meeting and would like to discuss it further before coming to council for approval.

Ashley Swanson, Human Rights Commissioner, spoke about the agenda item regarding the membership qualification for the HRC. She noted that it was not discussed at the HRC meeting and would like to discuss it further before coming to council for approval.

Marly Ynigues 1093 Sabraton Avenue is in opposition of the Camping Ban Ordinance.

Cress Earp, 350 Braddock Street, spoke regarding the issues in Bluegrass Village.

Susan Eason, 739 Monongalia Avenue, is in opposition to the Camping Ban Ordinance

Kelly Ward, 335 ½ Kingwood Street, is in opposition to the Camping Ban Ordinance

Charlie B, Lincoln & Grand, is in opposition to the Camping Ban Ordinance

Erin Shelton, 391 Shelton Avenue, is in opposition to the Camping Ban Ordinance

Leslie Wilber, 3304 Mountain View Manor, is in opposition of the Camping Ban Ordinance.

Elly, 1301 Stonewood, is in opposition to the Camping Ban Ordinance.

Ocklaweha Holt, 43 Donley Street, is in opposition to the Camping Ban Ordinance.

MJ Crane, 20102 Koehler Drive, is in opposition to the Camping Ban Ordinance.

Miles Case, 136 Sherman Avenue, is in opposition to the Camping Ban Ordinance.

Alyson Riggs, 136 Sherman Avenue, is in opposition to the Camping Ban Ordinance.

Jason Gillespie, 134 Sherman Avenue, is in opposition to the Camping Ban Ordinance.

Aiden Quigley, 447 Grand Street, is in opposition to the Camping Ban Ordinance.

Lindsay Jacobs, 93 Marion Street, is in opposition to the Camping Ban Ordinance.

Lydia Miles, 460 Madison Avenue, is in opposition to the Camping Ban Ordinance.

Mollie Kennedy, 2nd Ward and ACLU Community Outreach Manager, is in opposition to the Camping Ban Ordinance

Cassidy Thompson, 1509 Eastern Avenue, is in opposition to the Camping Ban Ordinance.

Jodi Hollingshead, 2nd Ward, is in opposition to the Camping Ban Ordinance.

Lumina Fioravante, 1st Ward, is in opposition to the Camping Ban Ordinance.

Amanda Goddard, 25 Marcus Drive, is in opposition to the Camping Ban Ordinance

Dani Ludwig, Second Ward, is in opposition to the Camping Ban Ordinance

Jennifer Powell, 215 Monongalia Avenue, is in opposition to the Camping Ban Ordinance

Joseph Scotti, 808 Ridgeway Avenue, is in opposition to the Camping Ban Ordinance

Karla Chernicky, 53 Friend Drive, is in opposition to the Camping Ban Ordinance

Waylon Henggeler, 223 Hagan Street, is in opposition to the Camping Ban Ordinance

Syd McGinnis, is in opposition to the Camping Ban Ordinance

Brian Miller is in opposition to the Camping Ban Ordinance

Mary Ann Folz, Bloody Run, stated that a public forum should be held (City & County) regarding solutions on the homelessness.

Annie Cronan Yorick, is in opposition to the Camping Ban Ordinance

Daniel Lightner is supporting council for the Camping Ban Ordinance.

Tricia DiCenso is supporting council for the Camping Ban Ordinance.

Jim Hardwood is supporting council for the Camping Ban Ordinance.

Anna, Hawthorne Avenue, is in opposition to the Camping Ban Ordinance.

There being no one else wishing to speak, Deputy Mayor Selin closed the Public Portion.

ITEMS FOR DISCUSSION:

- A. An Ordinance providing for the Zoning Reclassification of certain portions of parcels of real estate in the First Ward of the City of Morgantown, Tax District 9, Tax Map 48A, Parcel 12, commonly known as 1433 Dorsey Avenue from a R-1, Single-Family Residential District to a B-1, Neighborhood Business District Amending Article 1331 of the Planning and Zoning Code of the City of Morgantown as shown on the exhibit hereto attached and declared to be a part of this Ordinance as if the same were fully set forth herein**

Development Services Rickie Yeager explained. After discussion, this item was referred to the August 20, 2024, Regular Meeting Agenda.

- B. An Ordinance providing for the Zoning Reclassification of certain portions of parcels of real estate in the Fourth Ward of the City of Morgantown, Tax District 12, Tax Map 14, Parcels 12.1, 13, 16, 17, 18, 20, 21, 21 and 498, and Tax Map 15, Parcels 56, 87, 88, 89, 90, 92.1, 93, 93.2, 93.3, 94, 95, 96, 97, 277, 278, 279 from a O-I, Office and Institutional District to a R-3, Multi-Family Residential District amending Article 1331 of the Planning and Zoning Code of the City of Morgantown as shown on the exhibit attached and declared to be a part of this Ordinance as if the same were fully set forth herein**

Development Services Rickie Yeager explained. After discussion, this item was referred to the August 20, 2024, Regular Meeting Agenda.

- C. Resolution of the Morgantown City Council Directing the Study of the Availability of Affordable Housing in Morgantown and Develop recommendations (Policies, Programs, and/or Initiatives) to Preserve and Increase the Supply of Affordable Housing Opportunities in the Community**

Councilor Butcher explained. After discussion, this item was referred to the August 20, 2024, Regular Meeting Agenda.

- D. An Ordinance of the City of Morgantown Amending Article 153 of the City Code entitled “Human Rights” to change Member Qualifications for the Human Rights Commission**

After discussion, this item was referred back to the Human Rights Commission.

- E. An Ordinance of the City of Morgantown creating a new article of City Code entitled “Camping on Public Property”**

Councilor Michael explained. After discussion, this item was referred to a future Regular Meeting Agenda.

EXECUTIVE SESSION:

Pursuant to WV State Code 6-9A-4(b)(12) to discuss matters protected by attorney-client privilege and potential or pending litigation. Motion by, second by, to go into executive session. Motion carried by acclamation. Time: 10:05 p.m. Present: City Council, City Manager, and City Attorney.

Pursuant to WV State Code 6-9A-4(b)(9) to discuss matters protected by attorney-client privilege and potential or pending litigation.

City of Morgantown

ADJOURNMENT: There being no further business, motion by Councilor Kawecki, second by Councilor Michael, to adjourn the meeting. Time: 12:05 p.m.

City Clerk

Mayor

AN ORDINANCE AMENDING THE FY 2024-2025 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

The City of Morgantown hereby ordains:

That the FY 2024-2025 Annual Budget of the General Fund of the City of Morgantown is amended as shown in the revised budget (Revision 01) attached hereto and made a part of this ordinance.

This Ordinance and the General Fund budget as adopted herein, may be amended, supplemented, or modified by a resolution enacted by the City Council.

First Reading:

Adopted:

Mayor

Filed:

Recorded:

City Clerk

REQUEST FOR REVISION TO APPROVED BUDGET

Ora Ash, Deputy State Auditor
 West Virginia State Auditor's Office
200 West Main Street
 Clarksburg, WV 26301
 Phone: 627-2415 ext. 5114
 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: **2024-2025**
 Fund: **001**
 Revision Number: **1**
 Pages: **1 of 2**

City of Morgantown
 GOVERNMENT ENTITY

Person To Contact Regarding Request:
 Name: **Denise Stefanizzi**
 Phone: **304-284-2571**
 Fax: **304-284-7418**
 Email: dstefanizzi@morgantownwv.gov

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

Municipality
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	6,000,000	1,359,000		7,359,000
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 1,359,000

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

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
409	Mayor's Office	19,640	3		19,643
410	City Council	84,426	21		84,447
412	City Manager's Office	1,029,391	15,150		1,044,541
414	Finance Office	1,218,444	517		1,218,961
415	City Clerk	278,639	10,206		288,845
416	Police Judge's Office	251,153	241		251,394
422	Personnel Office	639,726	185		639,911
436	Building Inspection	1,241,987	2,328		1,244,315
437	Planning & Zoning	561,440	20,591		582,031
439	Data Processing	852,403	68,005		920,408

NET INCREASE/(DECREASE) Expenditures 1,359,000

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

AUTHORIZED SIGNATURE
 OF ENTITY

APPROVAL
 DATE

EXPENDITURES (CONT'D)

City of Morgantown

LGSD: BR

City of Morgantown

CONTROL NUMBER:

2024-2025

001

1

BUDGET REVISION REQUEST-SUPPLEMENT

FY

FUND

REV#

ACCOUNT NUMBER	ACCOUNT CATEGORY	PREVIOUSLY APPROVED AMOUNT	INCREASE	DECREASE	REVISED AMOUNT
440	City Hall	1,546,237	4,558		1,550,795
444	Contributions / Transfers to Other Funds	6,035,449	605,000		6,640,449
569	Local Government Access Channel	344,882	101		344,983
699	Contingencies*	599,597	361,628		961,225
700	Police Department	10,547,761	88,827		10,636,588
706	Fire Department	7,772,718	61,344		7,834,062
750	Streets and Highways	3,631,516	14,454		3,645,970
754	Central Garage	922,580	2,239		924,819
759	Public Transit	356,500	33,000		389,500
916	Library	920,000	70,000		990,000
950	Beautification Programs	336,161	602		336,763
	#N/A				
NET INCREASE/(DECREASE) Expenditures (this page)					1,241,753

Boards & Commissions Vacant Position List

- **Building Commission: 1 Vacant – City Resident (Must be a Republican or Independent)**
1 – 1yr – 3yr term: 10/2/2019 – 10/3/2024 (Terry Jones resigned)
- **Civilian Police Review & Advisory Board: 2 Vacant – (City Resident or Work within City)**
1 – 1yr – 3yr term: 7/5/2023 – 7/4/2026
1 – 2yr – 3yr term: 7/5/2024 – 7/4/2027
- **Fire Civil Service Commission: 1 Vacant – City Resident (City Manager Appointee)**
1 – 4yr term: 7/1/2023 – 6/30/2027
- **Fire Code Board of Appeals: 1 Vacant – City Resident (Legal, Building Contractor, Engineering/Architectural Design)**
1– 3yr terms: 5/2/2022 – 4/30/2025 (Legal)
- **Health & Wellness Commission: 2 Vacant – City Resident**
1 – 3yr – 3yr term: 1/1/2024 – 12/31/2026
1 – 1yr – 3yr term: 1/1/2022 – 12/31/2024 (Sabina Nduaguba resigned)
- **Historic Landmarks Commission: 1 Vacant – City Resident**
1 – 4yr – 4yr term: 11/5/2022 – 11/4/2026
- **Human Rights Commission: 4 Vacant – City Resident**
3 – 2yr – 2yr term: 7/1/2024 – 6/30/2026
1 – 1yr – 2yr term: 7/1/2023 – 6/30/2025 (Bronson Herr resigned 7/18/24)
- **“ICC” Building Code Board of Appeals: 2 Vacant (Architect/Engineer or Bldg. Contractor)**
1 – 1yr – 5yr term: 5/1/2021 – 4/30/2026
1 – 4yr – 5yr term: 5/1/2024 – 4/30/2029
- **Personnel Board: 1 Vacant – City Resident**
1 – 3yr – 1yr – 3yr term: 7/1/2024 – 6/30/2027
- **Planning Commission: 1 Vacant – City Resident Ward Specific**
1 – 1yr – 3yr term: 3rd Ward 1/1/2023 – 12/31/2025
- **Sister Cities Commission: 4 Vacant**
1 – 1yr – 3yr term: 6/1/2023 – 5/31/2026
2 – 2yr – 3yr term: 6/1/2024 – 5/31/2027
1 – 3yr – 3yr term: 6/1/2022 – 5/31/2025
- **Traffic Commission: 3 Vacant – City Resident Ward Specific**
3 – 3yr term: 4/4/2024 – 4/3/2027 – 2nd Ward, 4th Ward, and 7th Ward
- **Urban Landscape Commission: 2 Vacant (Landscape Design – Horticulture - Plant Health)**
1 – 3yr – 3yr term: 7/1/2023 – 6/30/2026
1 – 1yr – 3yr term: 7/1/2024 – 6/30/2027
- **Ward & Boundary Commission: 2 Vacant – City Resident Ward Specific**
2 – 2yr terms: 7/1/2023 – 6/30/2025 - Wards 4 & 7
- **Woodburn Commission: 2 Vacant – City Resident**
1 – 2yr – 3yr terms: 1/1/2022 – 12/31/2024
1 – 1yr – 3yr terms: 1/1/2024 – 12/31/2026



MORGANTOWN
ARTS & CULTURAL
DEVELOPMENT

304-284-7472
Morgantownwv.gov
430 Spruce St.
Morgantown, WV 26505

MEMORANDUM

Date: July 25, 2024
To: Kim Haws – City Manager
Through: Emily Muzzarelli – Assistant City Manager
From: Vincent E. Kitch - Director *Vincent E. Kitch*
RE: Metropolitan Theatre Electrical

Bids were opened at 2:00 pm on July 24, 2024, for electrical contractor installation as part of the Metropolitan Theatre Lighting replacement capital project.

The Met lighting system has been in place for over 20 years and is failing. As part of the process in replacing the system components, it is required for new electrical and control wiring be installed to update the current system and prepare for new equipment which has already been approved and ordered. This is an essential requirement to accomplish the overall system upgrade.

The results are as follows:

CONTRACTOR	COST	
1. Mon Valley Electric, Inc.	\$49,676	Base Bid

Engineering, Cultural Arts, and Finance departments have reviewed the submitted bids for completeness and adherence to the Bid Call requirements and recommends award to Mon Valley Electric, Inc.



ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:
City of Morgantown
389 Spruce Street
Morgantown, WV 26505

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENT

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
None	
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid price
1	Dimmer Replacement	LS	1	\$49,676.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

* Add Alternate #1 \$4,313.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: MV043550 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
Note: Bidder Qualification Forms not provided in bid packet. Will provide upon request & receipt of form.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Mon Valley Electric, Inc.

By:
[Signature]

[Handwritten Signature]

[Printed name] James D. Bane

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Handwritten Signature]

[Printed name] Katherine I Merriman

Title: Notary

Submittal Date: 07/24/24



Address for giving notices:

P.O. Box 338, Kingmont, WV 26578

Telephone Number: (304) 366-2340

Fax Number: (304) 366-2342

Contact Name and e-mail address: James D. Bane
james@monvalleyelectric.com

Bidder's License No.: WV043550
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



Unified Business Identifier:UD000086573001

For filing with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000

Business Legal Name	MON VALLEY ELECTRIC, INC.
WV Effective Date	01/04/2008
Charter Type	Domestic
Class	For Profit
Organization Type	Corporation
Home State	WV
Filing Date	06/05/2024

I certify the information provided is true. I further certify that I am an officer or individual holding a power-of-attorney and am duly authorized to file this report on behalf of the corporation, as required by the West Virginia Code. I agree that the electronic entry of my name below represents my signature and authorization for this filing.

James D. Bane
Authorized By

OFFICER
Capacity

Bidder: Mon Valley Electric, Inc.

Project: Met Theatre Dimmer Replacement – Bid Call 2025-01

Article 7.01 – Items answer below.

Item B: List of Proposed Subcontractors

None.

Item C: List of Proposed Suppliers:

State Electric Supply

Item D: List of Project References:

WVU CAC Clay Theatre Lighting Installation – to be completed 09/2024
 Owner Representative: Scott Owen – (304) 293-7478
 Integrated Theater Systems Rep: David Nash – (412) 916-3034

Preston High School Theatre Lighting – to be completed 08/2024
 Owner Representative: Brenda Layton – (304) 329-0580 x 214
 LaFace/McGovern Rep: Mike Haase – (304) 523-0145

WVU Milan Puskar Stadium Lighting – to be completed 08/2024
 Owner Representative: Bill Linn – (304) 276-1196
 Musco Sports Lighting: Vaughn Blythe – (641) 295-5255

Tyler Consolidated Theatrical Upgrades - completed 06/2024
 Owner Representative: Amanda Kimble – (304) 758-2145
 Integrated Theater Systems Rep: David Nash – (412) 916-3034
 LaFace/McGovern Rep: Mike Haase – (304) 523-0145

Glenville WACO Center Sports Lighting – completed 2022
 Owner Representative: Glenville State University – Tom Radcliffe
 Ephesus Sports Lighting: Naz Argun – (610) 507-2185

WVU Coliseum Sports Lighting – completed 2020
 Owner Representative: April Messerly – (304) 293-3056
 Ephesus Sports Lighting: Nicholas Otis – (315) 944-8162

SECTION 00230

U.S. Department of Housing and Urban Development
**CERTIFICATION OF PROPOSED BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Name of Bidder
Mon Valley Electric, Inc.

Project Number
Bid Call 2025-01

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

BIDDER CERTIFICATION

Name and Address of Bidder (include zip code):
Mon Valley Electric, Inc.
P.O. Box 338
Kingmont, WV 26578

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause
 YES NO

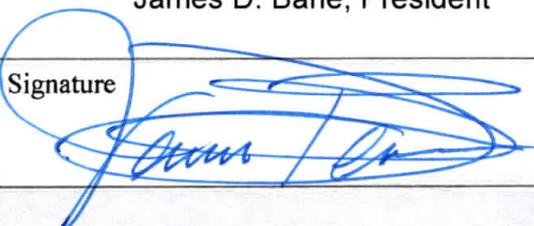
2. Compliance Reports were required to be filed in connection with such contract or subcontract.
 YES NO

3. Bidder has filed all compliance reports due under applicable instructions, including SR-100.
 YES NO NOT REQUIRED

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 YES NO

Name and Title of Signer (please type)
James D. Bane, President

Signature



Date

07/24/2024

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgage are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagee.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagee or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

SECTION 00240

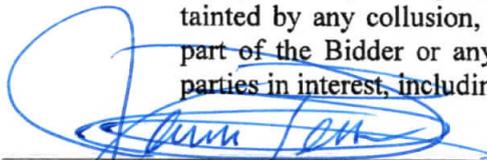
STATEMENT OF NON-COLLUSION
BID CALL 2023-10

State of West Virginia _____;

County of Marion _____;

James D. Bane _____, being duly first sworn, deposes and states that:

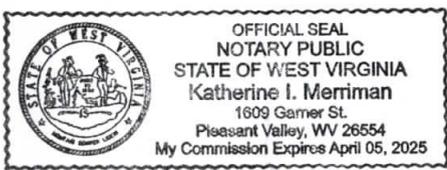
- (1) He is (owner, partner, officer, representative or agent) of Mon Valley Electric, Inc. _____, the bidder has submitted that attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any bidder, firm, or person to fix the price or prices in the attached bid price of any other Bidder, or to fix an overhead profit or cost element of the bid price or the bid price of any other Bidder, or, so secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Morgantown or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

 _____ President

Authorized Signature & Title
Mon Valley Electric, Inc.
Company Name

Subscribed and sworn to before me this 24th day of July, 2024.


Notary Public





State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Marion, TO-WIT:

I, James D. Bane, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Mon Valley Electric, Inc.; and,
2. I do hereby attest that Mon Valley Electric, Inc.

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Mon Valley Electric, Inc.

(Company Name)

By:

Title: President

Date: 07/24/2024

Taken, subscribed and sworn to before me this 24th day of July, 2024

By Commission expires April 05, 2025



Katherine I. Merriman (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board



NUMBER: WV043550

CLASSIFICATION:

ELECTRICAL
SPECIALTY

MON VALLEY ELECTRIC INC
DBA MON VALLEY ELECTRIC INC
1609 GARNER STREET
PLEASANT VALLEY, WV 26554

DATE ISSUED

EXPIRATION DATE

JANUARY 28, 2024

JANUARY 28, 2025

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

Resolution No. 2024-____

**A RESOLUTION DESIGNATING CERTAIN INDIVIDUALS
AUTHORIZED AGENTS OF THE CITY OF MORGANTOWN FOR THE PURPOSE
OF TRANSACTING FUNDS WITH BANKING AND FINANCIAL INSTITUTIONS**

WHEREAS, the City of Morgantown utilizes various banking facilities as depositories for City funds;

WHEREAS, City Council is of the opinion that a record should be made of the specific individuals authorized as agents of the City for the specific purpose of authorizing transactions with such banking and financial institutions;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morgantown, as follows:

1. The following city officials are hereby designated as authorized agents to transact business with financial and banking institutions on behalf of the City of Morgantown:
 - a) A. Kim Haws, City Manager
 - b) Jonathan Furgison, Finance Director
 - c) Emily Muzzarelli, Assistant City Manager
 - d) Denise Stefanizzi, Assistant Director of Finance

2. The authorized agents are empowered to:
 - a) Endorse checks, drafts, notes, and other items payable to the City for deposit or collection
 - b) Accept drafts and other items payable at financial institutions
 - c) Execute agreements related to banking services, including special depository agreements

d) Perform other necessary acts to carry out the provisions of this Resolution

3. The authority conferred upon the designated agents shall remain in full force and effect until written notice of amendment or revocation is delivered to and received by the financial institution. The City Manager is hereby authorized to deliver notice of revocation of authority of any designated agent. Any designation of an additional authorized agent or agents shall be made by Resolution adopted by City Council.

4. This resolution supersedes all previous resolutions related to the subject hereof as of its effective date. All actions taken under prior authorizations shall remain effective in accordance with the terms of the governing law or documents in effect at the time of such actions.

The Resolution is effective as of the ____ day of _____, 2024.

Mayor

City Clerk

Resolution No. 2024-_____

**A RESOLUTION AUTHORIZING A CONTRACT WITH
THE MONONGALIA COUNTY BOARD OF EDUCATION
FOR A PREVENTION RESOURCE OFFICER AT SUNCREST MIDDLE SCHOOL**

The City of Morgantown hereby resolves that the City Manager is authorized to execute the attached agreement with the Monongalia County Board of Education, providing for a Prevention Resource Officer at Suncrest Middle School, and to take such additional actions and execute such other documents as may be necessary or helpful to accomplishing the purposes of the agreement.

Adopted this 20th day of August, 2024:

Mayor

City Clerk

AGREEMENT

This Agreement, made and entered into this __ day of _____, 2024 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 Mountaineer 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 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 14th day of August, 2024 and ending the 13th day of June, 2025.
- 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:

_____ Date
A. Kim Haws City Manager
City of Mogantown, WV

_____ Date
Dr. Eddie R. Campbell, Jr. Superintendent
Monongalia County Board of Education

Resolution No. 2024-_____

**A RESOLUTION AUTHORIZING A CONTRACT WITH
THE MONONGALIA COUNTY BOARD OF EDUCATION
FOR A SCHOOL RESOURCE OFFICER AT MORGANTOWN HIGH SCHOOL**

The City of Morgantown hereby resolves that the City Manager is authorized to execute the attached agreement with the Monongalia County Board of Education, providing for a School Resource Officer at Morgantown High School, and to take such additional actions and execute such other documents as may be necessary or helpful to accomplishing the purposes of the agreement.

Adopted this 20th day of August, 2024:

Mayor

City Clerk

AGREEMENT

This Agreement, made and entered into this __ day of _____, 2024 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 \$49,276.24 (2/3rd 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 14th day of August, 2024 and ending the 13th day of June, 2025.
- 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.

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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:

_____	_____
A. Kim Haws City Manager	Date
City of Mogantown, WV	

_____	_____
Dr. Eddie R. Campbell, Jr., Superintendent	Date
Monongalia County Board of Education	

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF CERTAIN PORTIONS OF PARCELS OF REAL ESTATE IN THE FIRST WARD OF THE CITY OF MORGANTOWN, TAX DISTRICT 9, TAX MAP 48A, PARCEL 12, COMMONLY KNOWN AS 1433 DORSEY AVENUE FROM A R-1, SINGLE-FAMILY RESIDENIAL DISTRICT TO A B-1, NEIGHBORHOOD BUSINESS DISTRICT AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WERE FULLY SET FORTH HEREIN.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the zoning designation of Tax District 9, Tax Map 48A, Parcel 12 of the Monongalia County tax assessment as described herein and illustrated on the exhibit hereto attached and declared to be a part of this Ordinance to be read herewith as if the same were fully set forth herein is reclassified from a R-1, Single-Family Residential District to a B-1, Neighborhood Business District.
2. That the Official Zoning Map be accordingly changed to show said zoning classifications.

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

FIRST READING:

Mayor

ADOPTED:

FILED:

RECORDED:

City Clerk



Legend

-  Area to Be Rezoned to B-1
-  Monongalia County Tax Parcels

Zoning

-  R-1: Single Family Residential District
-  B-1: Neighborhood Business District
-  B-2: Service Business District
-  Public Roads

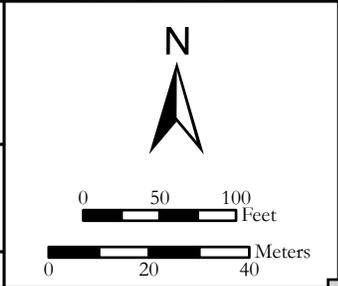


Exhibit:
MAP24-117 / 1433 Dorsey Ave / Parcel 9-48A-12

Created By: Veronica Balcer, GIS Intern. Credits: Maxar, Microsoft

2024

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS





MORGANTOWN
DEVELOPMENT SERVICES

304-284-7431
Morgantownwv.gov
430 Spruce St.
Morgantown, WV 26505

MEMORANDUM

To: A. Kim Haws, City Manager
Christine Wade, City Clerk

Cc: Emily Muzzarelli, Assistant City Manager
Ryan Simonton, City Attorney
Heather Carl, Assistant City Clerk

From: Rickie Yeager, Development Services Director

Date: July 19, 2024

Re: City Council Agenda for Zoning Map Amendment
MAP24-117 / Metro Towers, LLC / Ensign Avenue

During its public hearing on July 11, 2024, the Planning Commission made a motion to forward a recommendation to Morgantown City Council that the proposed map amendment be approved. The motion passed (6-1-0). The proposed map amendment would rezone Tax District 12, Tax Map 14, Parcels 12.1, 13, 16, 17, 18, 20, 21 and 498, and Tax Map 15, Parcels 86, 87, 88, 89, 90, 92.1, 93, 93.1, 93.2, 93.3, 94, 95, 96, 97, 277, 278, 279 from a O-I, Office and Institutional District to a R-3, Multi-Family Residential District. The purpose of the zoning map amendment is not affiliated with an active site plan application.

Attached herewith is the Staff Report presented to the Planning Commission, as well as the draft ordinance and exhibit. Please note the proposed meeting schedule for City Council, provided each ordinance advances to the next step in the review/approval process:

- Committee of Whole:** Tuesday, July 30, 2024 at 7:00 p.m.
- Ordinance – 1st Reading:** Tuesday, August 20, 2024 at 7:00 p.m.
- Ordinance – 2nd Reading and Public Hearing:** Tuesday, October 1, 2024 at 7:00 p.m.

In accordance with the WV State Code, there shall be at least thirty days between the first and second reading of the ordinances to rezone property.

Please include this item of business on the City Council meeting agendas noted above and include this communication and attachments in the Committee of the Whole meeting packet on July 30, 2024. Only the ordinance and associated exhibit should be included in the August 20th and October 1st City Council meeting packets provided the ordinance advances forward at each step.

This memorandum, under a cover letter explaining the public comment opportunities before City Council relating to the matter, will be sent to the petitioner.

Thank you.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF CERTAIN PORTIONS OF PARCELS OF REAL ESTATE IN THE FOURTH WARD OF THE CITY OF MORGANTOWN, TAX DISTRICT 12, TAX MAP 14, PARCELS 12.1, 13, 16, 17, 18, 20, 21 and 498, AND TAX MAP 15, PARCELS 86, 87, 88, 89, 90, 92.1, 93, 93.1, 93.2, 93.3, 94, 95, 96, 97, 277, 278, 279 FROM A O-I, OFFICE AND INSTITUIONAL DISTRICT TO A R-3, MULTI-FAMILY RESIDENTIAL DISTRICT AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WERE FULLY SET FORTH HEREIN.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

- 1. That the zoning designation of Tax District 12, Tax Map 14, Parcels 12.1, 13, 16, 17, 18, 20, 21 and 498, and Tax Map 15, Parcels 86, 87, 88, 89, 90, 92.1, 93, 93.1, 93.2, 93.3, 94, 95, 96, 97, 277, 278, 279 of the Monongalia County tax assessment as described herein and illustrated on the exhibit hereto attached and declared to be a part of this Ordinance to be read herewith as if the same were fully set forth herein is reclassified from a O-I, Office and Institutional District to a R-3, Multi-Family Residential District.
- 2. That the Official Zoning Map be accordingly changed to show said zoning classifications.

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

FIRST READING:

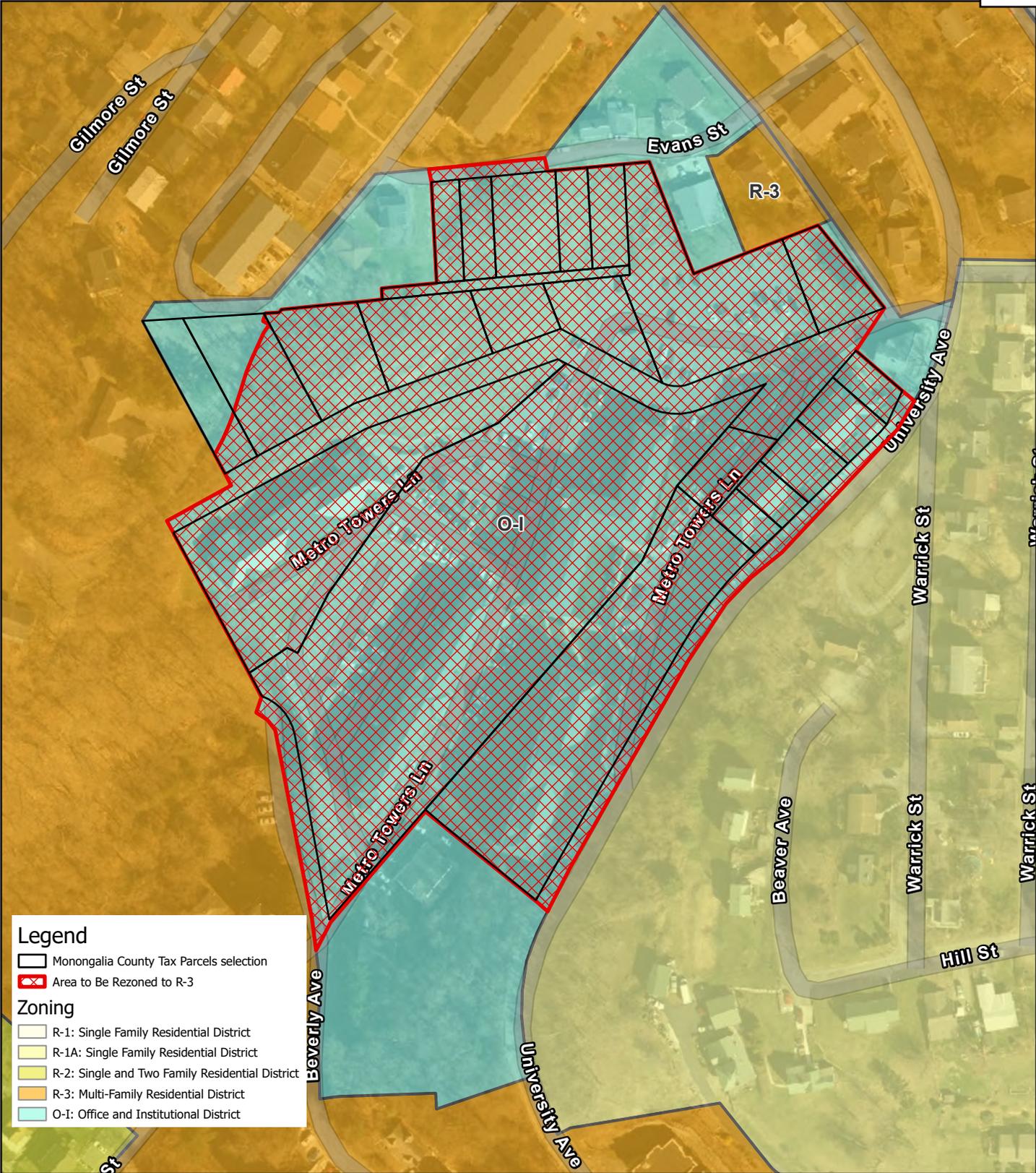
Mayor

ADOPTED:

FILED:

RECORDED:

City Clerk



Legend

- Monongalia County Tax Parcels selection
- Area to Be Rezoned to R-3

Zoning

- R-1: Single Family Residential District
- R-1A: Single Family Residential District
- R-2: Single and Two Family Residential District
- R-3: Multi-Family Residential District
- O-I: Office and Institutional District

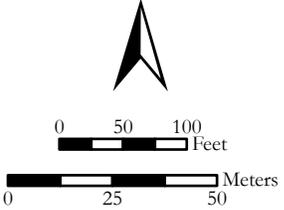


Exhibit:
MAP24-124 / Metro Towers LLC

Created By: Veronica Balcer, GIS Intern. Credits: Maxar, Microsoft, Esri
 Community Maps Contributors, WVU Facilities, West Virginia GIS, ©
 OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,
 GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,
 USDA, USFWS

2024

N



Coordinate System: NAD 1983 StatePlane West Virginia North FIPS 4701 Feet



MORGANTOWN PLANNING COMMISSION

July 11, 2024
6:30 p.m.

City Hall – City Council Chambers | 389 Spruce Street – 2nd FL

STAFF REPORT

President:

Peter DeMasters, 6th Ward

Vice-President:

Bill Petros, 4th Ward

Planning Commissioners:

Darren Taylor, 1st Ward

Tim Stranko, 2nd Ward

Vacant, 3rd Ward

Brennan Williams, 5th Ward

Danielle Trumble,
City Council

Katie See, 7th Ward

Kelly Palmer, City Admin.

CASE NO: MAP24-124 / Metro Towers, LLC/ Ensign Avenue

REQUEST AND LOCATION:

Request by David Biafora on behalf of Metro Towers, LLC for a zoning map amendment to rezone the following parcels of land along Ensign Avenue from an O-I, Office and Institutional District to a R-3, Multifamily Residential District; City Tax District 12 (Fourth Ward), Tax Map 14, Parcels 12.1, 13, 16, 17, 18, 20, 21 and 498, and Tax Map 15, Parcels 86, 87, 88, 89, 90, 92.1, 93, 93.1, 93.2, 93.3, 94, 95, 96, 97, 277, 278, 279.

SURROUNDING ZONING:

North: O-I, Office and Institutional District and R-3, Multifamily Residential District.

South: O-I, Office and Institutional District; R-3, Multifamily Residential District; R-1A, Single-Family Residential District.

East: R-3, Multifamily Residential District, and R-1A, Single-Family Residential District.

West: R-3, Multifamily Residential District.

BACKGROUND and ANALYSIS:

The above referenced parcels are contiguous and encompass approximately 9.3 acres of land generally located north of Beverly Avenue, South of Evans Street and west of University Avenue and Skidmore Alley. The property is currently home to several vacant parcels of land and five multi-family apartment buildings, all of which are owned and operated by Metro Towers, LLC. Please see the staff enhanced aerial and zoning maps below.

The applicant desires to construct new townhouses on some of the vacant portions of land in the future. This includes property recently subdivided and conveyed to Metro Towers, LLC via Case No. MSN23-08. As such, the applicant seeks to rezone the above referenced parcels from an O-I District to a R-3. District. Per Table 1331.05.01 of the City’s Planning and Zoning Code, Townhomes are not permitted in an O-I District but are permitted by right in the R-3 District.

A Townhouse (also known as a rowhouse) is defined in Section 1329 of the City’s Planning and Zoning Code as a *one-family dwelling unit, with private entrance, which is part of a structure whose dwelling units are attached horizontally in a linear arrangement and having a totally exposed front and rear wall to be used for access, light, and ventilation. For purposes of determining the required yard for townhouse developments,*

Development Services

Rickie Yeager, AICP
Director

Planning Division

389 Spruce Street
Morgantown, WV 26505
304.284.7431



MORGANTOWN PLANNING COMMISSION

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6:30 p.m.

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Vice-President:

Bill Petros, 4th Ward

Planning Commissioners:

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Tim Stranko, 2nd Ward

Vacant, 3rd Ward

Brennan Williams, 5th Ward

Danielle Trumble,
City Council

Katie See, 7th Ward

Kelly Palmer, City Admin.

setbacks shall only apply from the perimeter of the main building to the perimeter of the parent parcel upon which the building is situated.

Please see Addendum A to review the City’s Permitted Land Use Table, as well as the development standards for property in the O-I and R-3 Districts.

2023 COMPREHENSIVE PLAN (MORGANTOWN 2033)

The Land Management Plan in Morgantown 2033 identified the above referenced properties as having the pattern and character of a **Mixed-use/Multi-family**. The plan describes Mixed-use/Multi-family as *high-density areas composed of a variety of building types ranging from small two-story residential structures to large multistory buildings. They have the largest mix of uses, including multi-family residential, retail, office, institutional and accommodation facilities.*

Second, the plan’s Growth Framework: Key Opportunities map recommends that the general area described above **continue to improve housing and neighborhood amenities to encourage students, residents, and residential building types.**

Third, the City’s Future Land Map (Land Management Plan) identifies the properties to be rezoned as **Residential Mixed-Use**. Below is a description of the classification for this area:

These areas comprise multi-family housing with ground floor activating commercial uses, particularly at/ near street intersections, to engage the public realm (streets and parks). Buildings in these areas may be larger in scale, with massing that steps down toward lower-scale residential areas. Parking should be located at the rear/sides of buildings and be buffered from public amenities.

Development types generally permitted in Residential Mixed-Use areas include Two-Family Dwellings, Multi-family Dwellings (apartments, townhouses), Civic/Institutional (schools, government buildings, churches, etc.), Commercial (retail, restaurant and accommodations), Office, and Open Space (parks, recreation areas).

Please see Addendum B to review the Character Area, Growth Framework and Land Management Plan Maps associated with the subject site.

The Land Management Plan also set forth *eleven principles that describe the intent about how (character attributes) and where (conceptual location) growth and development in Morgantown should occur.* The principles are also designed to *help guide the City on how to use land resources in a more efficient manner to foster high quality, distinct sense of place.*

The proposed zoning map amendment appears to be consistent with the following principles:

Development Services

Rickie Yeager, AICP
Director

Planning Division

389 Spruce Street
Morgantown, WV 26505
304.284.7431



MORGANTOWN PLANNING COMMISSION

July 11, 2024
6:30 p.m.

City Hall – City Council Chambers | 389 Spruce Street – 2nd FL

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Brennan Williams, 5th Ward

Danielle Trumble,
City Council

Katie See, 7th Ward

Kelly Palmer, City Admin.

2. Encourage incremental “house-sized,” contextual infill within existing residential neighborhoods.

The City will continue to invest in and encourage private investment in all neighborhoods that strengthen their existing character and value. Particular attention will be given to infill that blends with the size and form of the existing surrounding structures.

3. Increase opportunities to develop diverse housing options near schools, parks, shopping districts, and employment centers. Complete neighborhoods include a variety of land uses (residential, commercial, civic, and recreational areas), building types, and housing types to increase access to amenities and services for diverse and multi-generational neighbors. A mix of residential dwelling types will be located within walking, and/or biking distance from amenities.

Additionally, the proposed amendment would help facilitate the development of a missing middle housing in the community, which was identified as a priority action in the Land Management Plan and is more specifically referenced in the following in the following recommendations:

Neighborhood and Housing 1-1.

Encourage mixed-use and mixed-income neighborhoods and housing developments throughout Morgantown

STAFF RECOMMENDATION:

Zoning map amendment requests should be evaluated on their land use merits alone. Development intentions are extraneous, and the Commission should consider the request on its merits as a land use decision. In conducting such an analysis, the Commission should determine if the R-3, Multifamily Residential District is the appropriate zoning classification for the premises, weighing all possible future development and land use scenarios as permitted by the Planning and Zoning Code; particularly, Article 1339 – R-3, Multifamily Residential District and Table 1331.05.01 - Permitted Land Uses.

After review, staff finds the proposed zoning map amendment to be consistent with the City’s 2023 Comprehensive Plan with respect to and goals set forth in the Land Management Plan, as well as Character Area, Growth Framework and Land Management Plan (Future Land Use Map). Staff recommends approval of the zoning map amendment, as requested by the applicant.

Development Services

Rickie Yeager, AICP
Director

Planning Division

389 Spruce Street
Morgantown, WV 26505
304.284.7431

ADDENDUM A

MAP24-124 / Metro Towers, LLC / Ensign Avenue

Section 1331.05: Permitted land uses

Article 1339 : R-3, Multi-Family Residential District

Article 1343: Office and Institutional District

Sec. 1331.05. Permitted land uses.

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

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

Legend:

- P — Use is permitted by right in a particular zoning district.
- A — Use is permitted as an accessory use in a particular zoning district.
- C — Use is allowed only as a conditional use in a particular zoning district subject to the limitations and conditions specified; a conditional use permit is required.
- Empty — Use is not permitted in a particular zoning district.

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

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

Table 1331.05.01: Permitted Land Uses

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Administrative Office				C	P	C	P	P	P	P	P	29
Agricultural Activity	P										P	
Airport											C	
Amphitheater							P	P				
Animal Grooming Service		C	C	C	C	P	P	P		P		28, 29
Animal Shelter							C			C	P	
Apparel Shop						P	P	P		P	P	28
Appliance Repair Establishment		C	C	C		P	P	P		P	P	4, 28, 29
Appliance Sales Establishment							P	P		P		
Art Gallery		C	C	C		P	P	P	P	P		28, 29
Artist Studio		C	C	C	P	P	C	P	P	C		28, 29
Assembly Hall						P	P	P		P		28
Assisted Living Facility				C		C	C					
Athletic Field	C	C	C	C		C	P	P		P		
Automotive Paint Shop							P				P	4, 9, 10
Automotive Rentals							C			C		
Automotive Sales							C			C		
Automotive Supply							C			P	P	

Automotive Tire Repair/Sales							P			P	P	4, 9, 10	
Automotive/Boat Repair Shop							P				P	4, 9, 10	
Automobile Repair Shop, Incidental							C	C		C	P	4, 9, 10	
Bakery, Retail		C	C	C			P	P	P		P	28, 29	
Bakery, Wholesale							P			P	P		
Barber Shop/Beauty Salon		C	C	C	P		P	P	P		P	28, 29	
Bed and Breakfast Inn			C	C			P	P	P			5, 28	
Brew Pub							C	P	P		P	18	
Building Materials Supplier								P			P	9, 10	
Car Wash/Detailing								P			P	P	
Caretaker's Residence	C	C	C	C				C		C	C	P	
Cemetery	P	P	P	P				P	P				
Charitable, Fraternal or Social Organization							P	P	P	P	P	28	
Churches, Places of Worship	C	C	C	C	C		C	P	P	C	P	C	12
Clinic, Medical				C			P	P	P	P	P	P	28, 29
Club or Lodge							P	P	P				28, 29
Coin-operated Cleaning/Laundry Service			A	C			P	P	P		P		28, 29
Communications Equipment Building	C	C	C	C			P	P	C	P	P	P	28
Community Center	C	C	P	P	P		P	P	P	C			28
Community Gardens	P	P	P	P			P						28
Composting Operation											P	P	3
Conference Center								P	P		P		
Consumer Fireworks Retail Sales								C			P	P	33
Consumer Fireworks Retail Sales Establishment								C			P	P	33
Consumer Fireworks Wholesale Establishment											P		34
Convenience Store, Neighborhood		C	C	C			P	P	P				28, 29

Dance or Social Club, Youth						C	P			P		
Day Care Facility, Class 1	P	P	P	P	P	P	P	P	P	P		
Day Care Facility, Class 2	C	C	C	P	P	P	P	P	P	P		19
Day Care Facility, Class 3				C	P	P	P	P	P	P		19
Department Store							P	P		P		
Distribution Center											P	
Dog Run							C			C	C	24
Dormitory				P			P	P				
Drive-in Theatre/Outdoor							P				P	
Drive-through Facility						A	A	A	A	A		25
Driving Range, Golf							C				C	
Drug Store		C	C	C		P	P	P		P		28
Dry Cleaning and Laundry Pick-up				P		P	P	P		P		28, 29
Dry Cleaning and Laundry Service						C	P	P		P		
Dwelling, Mixed Use			C	P		P	P	P	P	P		20, 26, 28
Dwelling, Multi-family			C	P			P	C	C			35
Dwelling, Single family	P	P	P	P	P							16
Dwelling, Townhouse			P	P	P		P	P				
Dwelling, Two-family			P	P	P			C				
Electrical Repair Shop						P	P	P		P		4, 28
Emergency Shelter				C		C	C	P				
Equipment or Furniture Rental Establishment							P	P		P	P	9, 10
Essential Services and Equipment	P	P	P	P	P	P	P	P	P	P	P	28
EV Charging Station, Private	A	A	A	A	A	A	A	A	A	A	A	
EV Charging Station, Public			A	A	A	A	A	A	A	A	A	
Extractive Industry											P	31
Fairgrounds											P	
Farmer's Market						C	C	P				
Financial Services Establishment					P	P	P	P	P	P		28
Florist Shop		C	C	C		P	P	P		P		28, 29
Fraternity or Sorority House			C	P			P	C				

Funeral Home				P		P	P	P				28
Furniture Sales Establishment (Antique, New or Used)							P	P		P		4
Garden Center							P			P		
Gas Station Mini-Mart							P	P		P	P	8
Gasoline Service Station							P	P		P	P	8
Golf Course	C	C	C	P		P	P	P		P	P	28
Government Facility	P	P	P	P		P	P	P	P	P	P	28
Greenhouse, Non-Commercial	A	A	A	A							P	
Greenhouse, Commercial							P				P	
Grocery Store							P	P		P	P	
Group Residential Facility	P	P	P	P		P	P	P				28
Group Residential Home	P	P	P	P		P	P	P				28
Guest House			C	C								
Half-way House			C	C		C	C					
Hardware Store						C	P	P		P	P	
Health/Sports Club			C	C		P	P	P	P	P	P	28, 29
Heavy Machinery Sales										P	P	4, 9, 10
Heliport or Helipad								C		C	C	
Home Improvement Center							P	C		P		
Home Occupation, Class 1	A	A	A	A	A	A	A	A	A	A	A	2
Home Occupation, Class 2	C	C	C	C	C	C	C	C	C	C	C	2
Hospital	C	C	C	C		C	P	C		P	C	
Hotel							P	P	P	P		
Hotel, Full-service							P	P	P	P		1
Hypermarket							P			P		
Industrial Equipment Repair Establishment											P	
Industrial Park											P	
Industrial Supplies Establishment											P	
Industry, Heavy											C	32
Industry, Light							C			C	P	9, 10
Instructional Studio		C	C	C		P	P	P		P		28, 29
Junkyard											C	17
Kennel, Commercial						C	P					7
Laboratories									P	P	P	9, 10

Laundromat			C	C		P	P	P		P		28, 29
Liquor Store							P	P		P		
Lodging or Rooming House			C	P			P					
Manufactured Homes	P	P	P	P	P							16
Manufactured Housing Sales											P	
Manufacturing, Heavy											P	32
Marina, Commercial							C	C		C	C	14
Marina, Private							C	C		C	C	14
Marine Supplies Establishment							P			P	P	9, 10
Medical Cannabis Dispensary							P			P		
Medical Cannabis Growing Facility											P	
Medical Cannabis Processing Facility										P	P	
Mixed Use Building			C	P		P	P	P	P	P		20, 26, 28
Motel							P	P		P		
Motorcycle Sales Establishment							P			P		
Movie Theater, Large							P	C		P		
Movie Theater, Small						P	P	P		P		28
Multi-Use Nonresidential Building					C	C		C	P		P	29
Newsstand		C	C	C		P	P	P	P	P		29
Nursery, Plant							P	C		C		
Nursing Home				P			P		P			
Office Building					P	C	P	P	P	P	P	
Office Equipment Repair Establishment							P	P		P	P	4, 9, 10
Office, Medical					P		P	P	P	P		
Office Park									C	P	P	
Office Supplies Establishment						P	P	P	P	P		28
Oil Change Facility							P	P		P	P	
Outdoor Flea Market						C	C	C		C		
Outdoor Storage							C			C	P	

Outdoor Storage, Seasonal							P			P	P		
Park and Recreational Services	C	C	C	P			P	P	P	P		11, 28	
Parking Lot, Principal Use				C			P	P	C		P	P	
Parking Structure, Principal Use				C			P	P	C		P	P	28
Passenger Station, Motor Bus, Railroad							C	P	P		P	P	
Pawnshop							P	P	P		P		28
Penal/Correctional Institution												C	
Personal Services Establishment				C	P		P	P	P	C	P		28, 29
Personal Storage Facility								C			C	C	15
Private Club								C			P	P	18
Professional Services Establishment			C	C	P		P	P	P		P		28, 29
Recreation Facility, Commercial, Outdoor							C	P			P		11
Recreational Facility, Commercial, Indoor							C	P			P		11
Recyclable Collection Center/ Solid Waste Transfer Station												P	6
Recycling Center											P	P	
Repair, Small Engine and Motor Shop								P	P		P	P	4, 9, 10
Research and Development Center										C	P	P	
Restaurant				P			P	P	P	P	P		27, 28, 29
Restaurant with Drive-in								P	P	P	P		
Restaurant, Family			C	P			C	P	P	P	P		28, 29
Restaurant, Fast Food							C	P	P	P	P		22, 25, 27
Restaurant, Private Club							C	P	C		P	P	18, 27
Restaurant, Private Wine							P	P	P		P	P	
Retail Sales Establishment							P	P	P		P		28
Re-use of Closed/Vacant School or Church	C	C	C	C			C	C	C				
Salvage Yard												C	

School (K-12), Private	C	C	C	C		C	P	P		P		
Sexually Oriented Business											C	
Shooting Range, Indoor							C			C	P	
Shopping Center, Large Scale							P			P		
Shopping Center, Medium Scale							P			P		
Shopping Center, Small Scale							P			P		
Snack Bar/Snack Shop				C		P	P	P	A	P		28, 29
Sporting Goods Establishment						C	P	P		P		
Tavern						P	P	P		P	P	21, 28
Taxicab Service							P			P	P	23
Telecommunications Class I	P	P	P	P	P	P	P	P	P	P	P	30
Telecommunications Class II			P	P		P	P	P	P	P	P	30
Telecommunications Class III						C	C	C		C	C	30
Transient Amusement Enterprise							P			P	P	
Terminal, Truck or Motor Freight											P	
University or College, Private							C	P		P		
Upholstery/Interior Decorating Service							P	P		P		4
Video Gaming/Lottery Establishment											P	13
Veterinary Clinic					C	P	P	P		P		7, 28
Warehousing/Distribution									P		P	21
Wellness Center			C	C	P	C	P	P	P	P		29
Wholesale Establishment									P	P	P	
Wrecker Service							C				P	

(Ord. No. 06-37, 11-8-2006; Ord. No. 06-48, 12-5-2006; Ord. No. 07-17, 6-5-2007; Ord. No. 07-19, 6-5-2007; Ord. No. 07-20, 6-5-2007; Ord. No. 07-53, 11-6-2007; Ord. No. 09-08, 3-3-2009; Ord. No. 09-16, 5-5-2009; Ord. No. 09-29, 7-7-2009; Ord. No. 11-44, 11-1-2011; Ord. No. 12-27, 7-3-2012; Ord. No. 13-32, 7-2-2013; Ord. No. 16-38, 8-2-

Created: 2023-07-31 11:39:13 [EST]

(Supp. No. 5)

2016; Ord. No. 16-43, 9-6-2016; Ord. No. 16-48, 10-4-2016; Ord. No. 17-27, 7-5-2017; Ord. No. 18-14, 4-3-2018;
Ord. No. 18-23, 7-10-2018; Ord. No. 18-24, 6-5-2018; Ord. No. 18-29, 10-16-2018; Ord. No. 2020-21 , 7-7-2020)

PART THIRTEEN - PLANNING AND ZONING CODE
CHAPTER SEVEN - LAND USE
ARTICLE 1343. OI, OFFICE AND INSTITUTIONAL DISTRICT

ARTICLE 1343. OI, OFFICE AND INSTITUTIONAL DISTRICT¹

Sec. 1343.01. Purpose.

The purpose of the Office and Institutional (OI) District is to:

- (a) Provide for office and institutional uses and customary accessory uses on appropriately-sized lots; and
- (b) Provide for a suitable environment for office and institutional uses that can be located adjacent to residential uses without undue harmful effects to such residential uses.

Sec. 1343.02. Permitted and conditional uses.

See the Permitted Land Use Table 1331.05.01.

Sec. 1343.03. Lot provisions.

- (a) The minimum lot size shall be 6,000 square feet.
- (b) The minimum lot frontage shall be 60 feet.
- (c) The minimum lot depth shall be 100 feet.
- (d) Maximum lot coverage shall be 60 percent.

Sec. 1343.04. Setbacks and encroachments.

- (a) The following setbacks shall be required for all principal structures, except as otherwise provided in Section 1363.02(b), Yard, Building Setbacks and Open Space Exceptions:
 - (1) Minimum front setback:15 feet
 - (2) Maximum front setback:25 feet
 - (3) Minimum side setback:30 feet
 - (4) Minimum rear setback:40 feet
- (b) The minimum setback for accessory structures on a lot shall be ten feet from the rear property line and ten feet from each side property line. No accessory structures are permitted within the front setback.

Sec. 1343.05. Building height and use.

- (a) The maximum height of a principal structure shall not exceed 72 feet, except as provided in Section 1363.02(a), Height Exceptions.

¹Cross reference(s)—Composting operation—see P. & Z. 1331.06(3); day care facilities—see P. & Z. 1331.06(19); mixed use dwelling units—see P. & Z. 1331.06(26).

(b) The maximum height of an accessory structure shall not exceed 25 feet.

(Ord. No. 06-40, 11-21-2006)

Sec. 1343.06. Parking and loading standards.

(a) All uses within this district shall conform to the off-street parking and loading requirements in Article 1365, Parking, Loading and Internal Roadways.

(b) No parking spaces shall be permitted between the front facade of a building and any street right-of-way.

Sec. 1343.07. Performance standards.

(a) Important structures should be built so that they terminate street vistas whenever possible, and should be of sufficient design to create visual anchors for the community. All principal structures within a development should maintain a consistent architectural style.

(b) Metal paneling may be used for wall surfaces, however the area of metal paneling shall not exceed 20 percent of any one wall face.

(c) Materials:

(1) Walls shall be clad in any combination of stone, brick, marble, approved metal paneling, and/or cast concrete.

(2) Roofs shall be clad in slate, sheet metal, corrugated metal, and/or diamond tab asphalt shingles, when visible. Flat roofs shall be exempt from this requirement.

(3) The orders, if provided, should be made of wood or cast concrete.

(d) Configuration: Flat roof lines are allowed.

(e) Techniques:

(1) Windows should be set to the inside of the building face wall.

(2) Rooftop equipment which is enclosed should be enclosed in building material that matches the structure or is visually compatible with the structure.

(f) Residential construction within this district shall follow the height and performance standards listed in Sections 1339.06 and 1339.07.

(g) Sidewalks shall be constructed in accordance with the requirements of Article 913 of this Code at each lot upon which a use is to be constructed.

(Ord. No. 21-09 , 4-20-2021)

Sec. 1343.08. Landscaping.

Landscaping and screening as required in Article 1367, Landscaping and Screening, shall be provided for all uses, unless otherwise noted.

PART THIRTEEN - PLANNING AND ZONING CODE
CHAPTER SEVEN - LAND USE
ARTICLE 1339. R-3, MULTI-FAMILY RESIDENTIAL DISTRICT

ARTICLE 1339. R-3, MULTI-FAMILY RESIDENTIAL DISTRICT¹

Sec. 1339.01. Purpose.

The purpose of the Multi-Family Residential (R-3) District is to:

- (a) Provide for a variety of housing density and types, and customary accessory uses at a density higher than in other City neighborhoods; and
- (b) Preserve the desirable character of existing high density residential neighborhoods; and
- (c) Provide for adequate light, ventilation, quiet, and privacy for neighborhood residents.

Sec. 1339.02. Permitted principal and conditional uses.

See the Permitted Land Use Table 1331.05.01.

Sec. 1339.03. Lot provisions.

- (a) The minimum lot size shall be 4,000 square feet.
- (b) The minimum lot frontage shall be 40 feet. The frontage requirement may be waived for a parcel not fronting on an existing road if the parcel is served by a proper right-of-way.
- (c) Maximum lot coverage shall be 60 percent.

Sec. 1339.04. Setbacks.

- (a) The following setbacks shall be required for all principal structures, except as otherwise provided in Section 1363.02(b), Yard, Building Setbacks and Open Space Exceptions:
 - (1) Minimum front setback:10 feet
 - (2) Maximum front setback:20 feet
 - (3) Minimum side setback:5 feet
 - (4) Minimum rear setback:20 feet
- (b) On a corner lot, the front lot line shall be the lot line having the shortest dimension along the street right-of-way line. The required side yard setback on the side facing a street shall be one and one-half times the normal side setback requirement.

(Ord. No. 06-24, 7-18-2006)

¹Cross reference(s)—Design standards—see P. & Z. 1331.06(16); non-residential uses—see P. & Z. 1331.06(29); accessory uses—see P. & Z. 1331.08; permitted signs—see P. & Z. 1369.06.

Sec. 1339.05. Encroachments into setbacks.

- (a) Architectural features may project into a required setback as provided below:
 - (1) Fire escapes, chimneys, cornices, awnings, canopies, eaves, sills, pilasters, lintels, gutters or other similar features may extend into a setback a distance not exceeding three feet, except that such features shall not extend closer than three feet from the property line.
 - (2) Uncovered stairs, landings and porches shall not extend closer than three feet from the property line. Such porches may not subsequently be enclosed unless the normal setback requirements for the district are met.
 - (3) Open and covered, but un-enclosed front porches attached to single family or two-family dwellings may extend into the required front setback a distance equal to 50 percent of the setback depth.
- (b) No permitted encroachment noted above shall extend to within three feet of an accessory structure.
- (c) Fences, walls, terraces, steps or other similar features may encroach into a required setback, except as provided in Section 1363.03, Safety and Vision. Such appurtenances shall not be located within access, drainage, or utility easements.
- (d) HVAC mechanical units may be located no closer than two feet to a side lot line and may not be placed in the front yard.

(Ord. No. 06-01, 1-3-2006; Ord. No. 18-24, 7-10-2018)

Sec. 1339.06. Building height.

- (a) The permitted maximum height shall be four stories or 55 feet, whichever is less, except as provided in Section 1363.02(a), Height Exceptions. A conditional use permit shall be required for buildings in excess of 55 feet but less than 80 feet.
- (b) The maximum height of an accessory structure shall not exceed 18 feet.
- (c) Minimum building height for a two-family or multifamily dwelling should be two stories.

(Ord. No. 06-40, 11-21-2006)

Sec. 1339.07. Performance standards.

- (a) All residential construction shall substantially conform in street orientation and massing to adjacent interior lot residential structures.
- (b) Building design standards for single- and two-family dwelling new construction, additions, and redevelopment projects.
 - (1) Buildings should be clad in one or a combination of wood siding, vinyl siding, fiber cement siding, unit masonry, or manufactured masonry.
 - (2) Garden walls shall not be made from concrete masonry units (CMU) unless of the split face ornamental variety designed for use in landscaping projects.
 - (3) Principal building roofs should have a pitch that substantially conforms to the roof pitches of adjacent single-family dwellings.

-
- (4) Two-family dwellings shall have substantial front porches oriented toward the primary street frontage. The total width of a front porch should not be less than 50 percent of the width of the front facade. Covered, but unenclosed, front porches shall not count toward the permitted maximum lot coverage.
- (5) Front-load garages, if attached to the dwelling, may not take up more than 65 percent of the width of the front facade nor extend closer to the front lot line than the primary building line of the front facade.
- (c) Building design standards for townhouse, multi-family, mixed use, and Nonresidential new construction, additions, and redevelopment projects.
- (1) Prohibited facade materials include vinyl siding; glare producing materials; unfinished wood; wood board sheathing products; ribbed, corrugated, galvanized, and alloy-coated metal panels; and, materials designed and intended for interior use.
- (2) Prohibited facade primary materials.
- a. For townhouse and multi-family dwellings, synthetic stucco systems or concrete masonry units (CMU).
- b. For mixed use and nonresidential buildings, synthetic stucco systems, concrete masonry units (CMU), or fiber cement siding.
- (3) For new construction of Townhouse Dwellings, masonry shall be used as the primary material on 100 percent of the net facade areas of exposed basement exterior walls and should be used as the primary material on at least 50 percent of the net facade area of the ground floor level. Manufactured masonry must appear identical to traditional unit masonry construction.
- (4) For new construction of multi-family, mixed use, and nonresidential buildings, masonry shall be used as the primary material on 100 percent of the net facade areas of exposed basement exterior walls and should be used as the primary material on at least 75 percent of the net facade area of the ground floor level and the first story above the ground floor level. Manufactured masonry must appear identical to traditional unit masonry construction.
- (5) Permitted facade accent materials include unit masonry, manufactured masonry, masonry detailed concrete, smooth metal panel systems, concrete, synthetic stucco systems, concrete masonry units (CMU), and fiber cement siding.
- (6) Synthetic stone may be used if it is detailed to have the appearance of authentic stone. At a building corner, the synthetic stone must wrap around the corner and, at a minimum, extend to a depth of traditional stone.
- (7) Building articulation. New development shall incorporate articulation techniques that divide the overall building mass into modules in order to provide a sense of human scale and reinforce, where applicable, the traditionally-scaled building pattern within the surrounding built environment.
- a. The following design options may be used individually, or in combination, to meet the intent of desired building articulation. Other creative building articulation strategies may also be appropriate.
1. Wall offsets.
 2. Wall projections.
 3. Step backs.
 4. Variations in material.
 5. Base, middle, cap design.

-
- b. Appropriate vertical articulation techniques include:
 1. Wall plane offsets such as notches or varied facade setbacks.
 2. Wall projections such as columns, moldings, or pilasters.
 3. Vertical variations in material.
 - c. Appropriate horizontal articulation techniques include:
 1. Stepping back taller building elements.
 2. Belt courses, expression lines, or other techniques that provide horizontal expression.
 3. Awnings, canopies, or other features that help define the ground floor of a building.
 4. Varied roof forms.
 5. Horizontal variations in material.
 6. Horizontally dividing the facade into a distinct base, middle, and cap.
- (8) Roof Form. New development shall incorporate roof forms that convey compatible mass and scale, add visual interest, and are appropriate to a building's use.
- a. Roofing shall be consistent in material, style, pattern, and color throughout. Roofing may only be of earth toned or other muted colors. Glare producing materials and unpainted metal roofing is prohibited.
 - b. Appropriate techniques to create a sense of visual interest along the street include:
 1. Using a combination of gable, hip, and flat roof forms to provide visual interest.
 2. Varying the roof profile by stepping down some parts of the facade.
 3. Defining a flat roof form with a distinct parapet or cornice line to help reinforce a vertical base, middle and cap building articulation, and contribute to a sense of iconic design.
 4. Using an overhang on sloped roof forms.
 5. Other creative roof form strategies may also be appropriate including, but not limited to, entry features, tower elements, and rounded elements.
- (9) No security bars, screens or gates shall be permitted to be attached to the principal facade of a townhouse, multi-family, mixed use, or nonresidential building.
- (10) Transparency. The ground floor of the principal facade of mixed use and nonresidential buildings between three feet and eight feet in height shall have a minimum fenestration ratio of 60 percent, comprised of clear windows that allow views of indoor nonresidential component space and/or product display areas.
- (11) Civic buildings and churches or places of worship should be built so that they terminate street vistas whenever possible, and should be of sufficient design to create visual anchors for the community.
- (d) With the exception of single-family, two-family, and townhouse dwellings, surface parking areas shall be concealed along the street frontage by an architectural screen wall between three and one-half and five feet in height, and by dense landscaping along property lines not adjoining a public street. The material and finish of the architectural screen shall be consistent with the materials and finish of buildings with which it is associated or buildings in the immediate vicinity.
 - (e) Sidewalks shall be constructed in accordance with the requirements of Article 913 of this Code at each lot upon which a use is to be constructed.

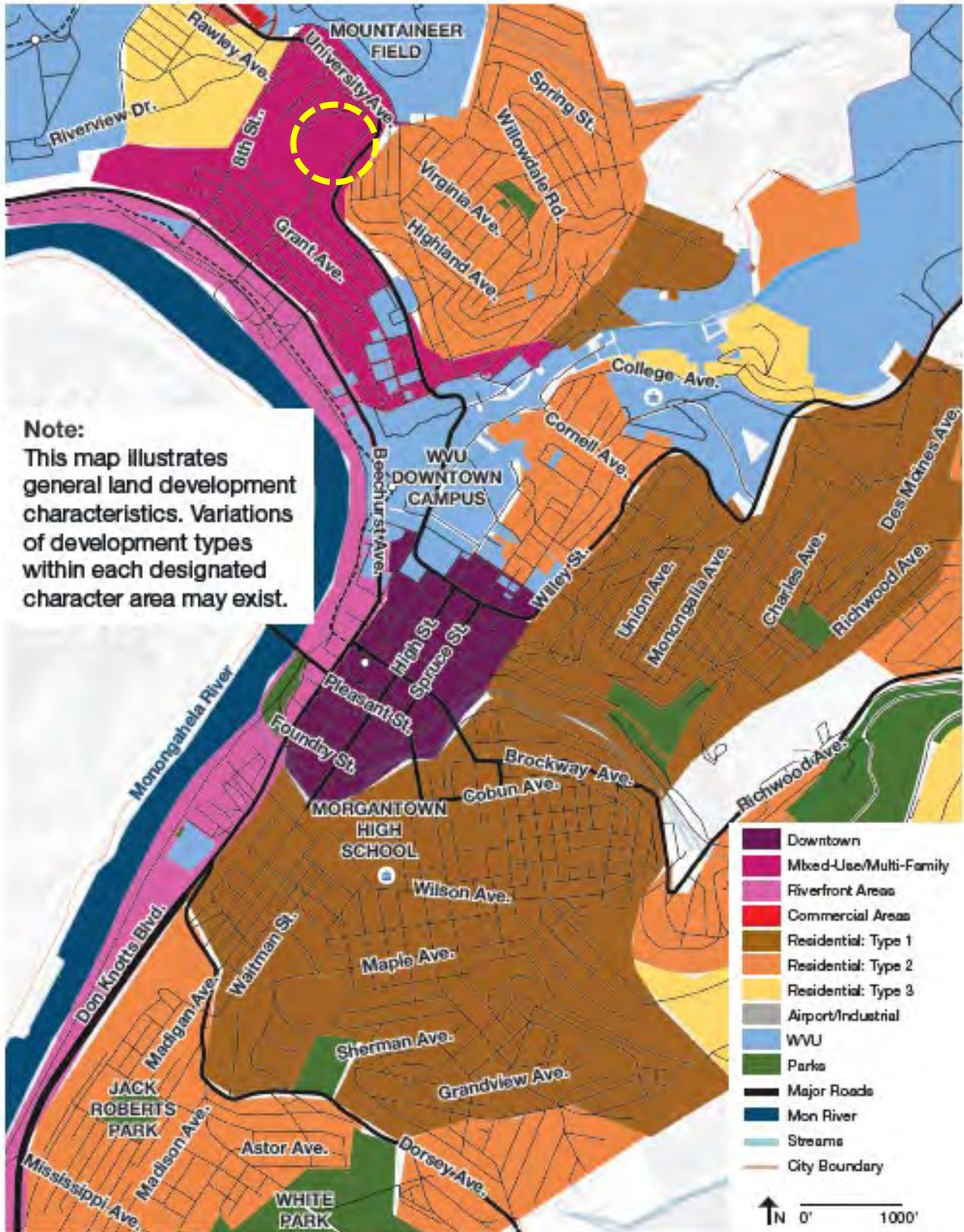
-
- (f) All exterior lights shall be designed, located, installed and directed in such a manner as to prevent glare from encroaching onto adjoining properties or public rights-of-way.

(Ord. No. 18-24, 7-10-2018; Ord. No. 18-25, 8-7-2018; Ord. No. 2019-19, 7-2-2019; Ord. No. 21-09 , 4-20-2021)

ADDENDUM B

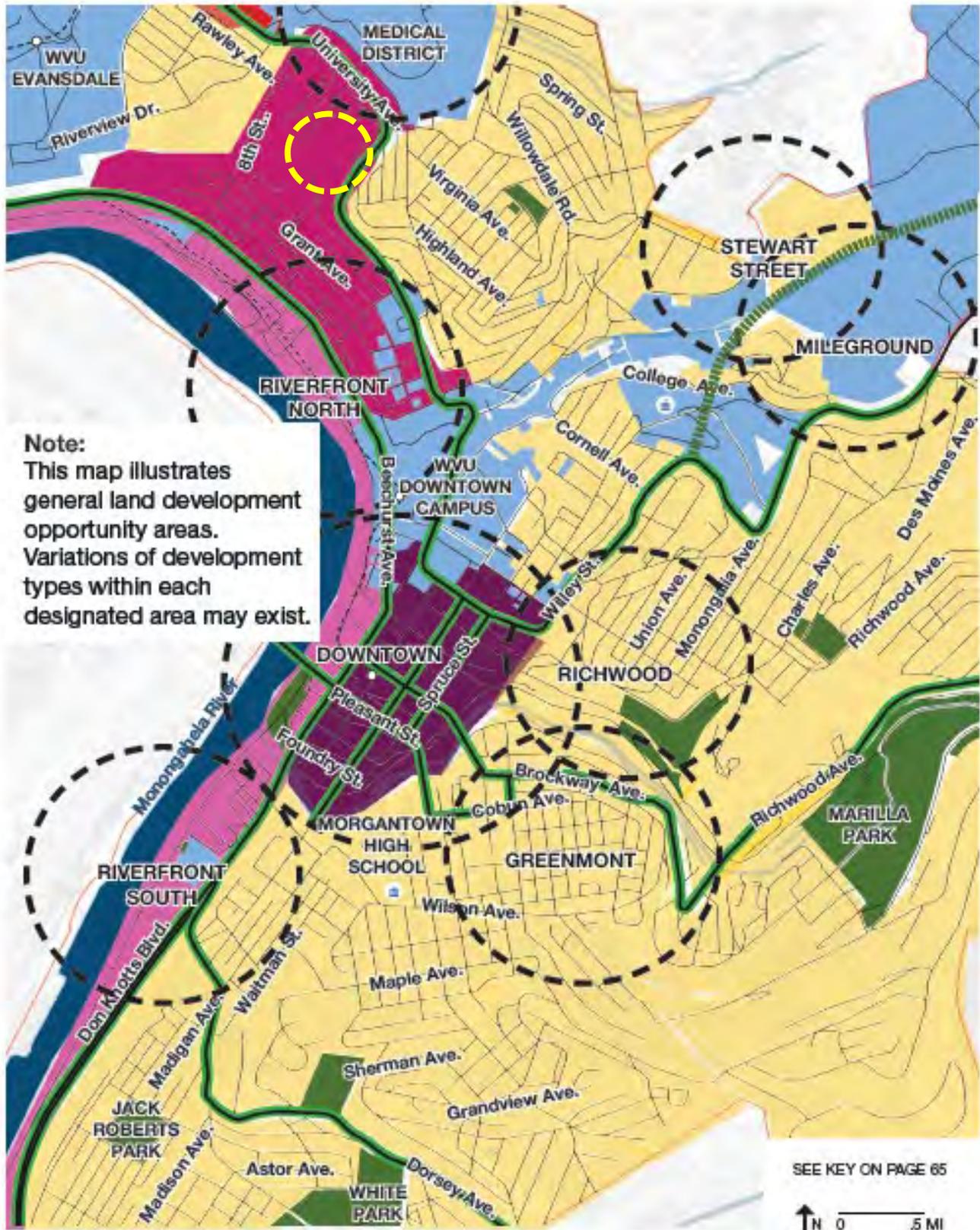
MAP24-124 / Metro Towers, LLC / Ensign Avenue

Pattern and Character Map



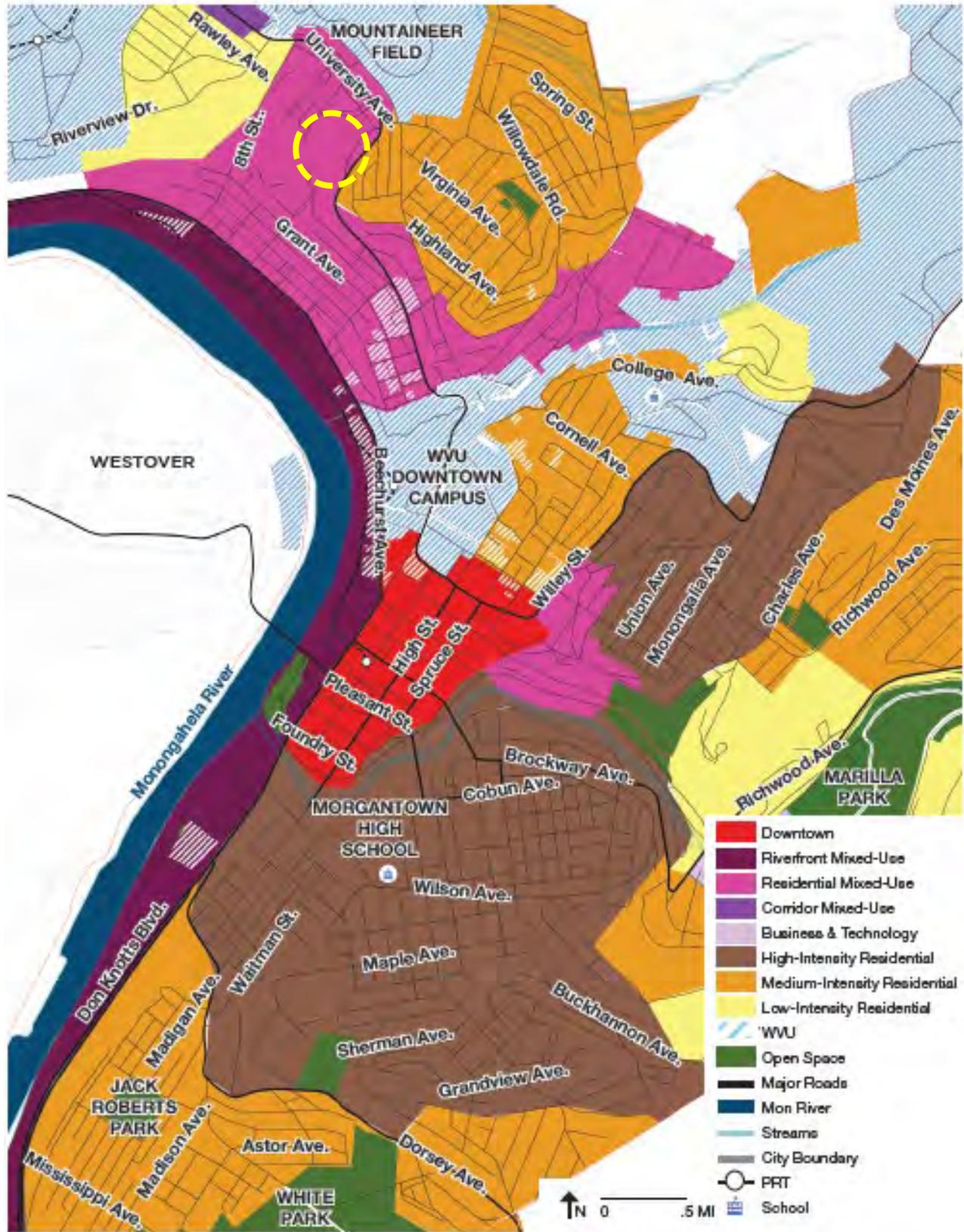
Subject Site

Growth Framework Map



 Subject Site

Land Management (Future Land Use)Map



Subject Site

MAP24-124 – ZONING MAP AMENDMENT APPLICATION

Edit Person

David Biafara

Role Code

Applicant Property Owner

Add to People

Address 1 23 / 60
6200 Mid Atlantic Drive

Address 2 0 / 60
Address 3 0 / 60

City 10 / 60 Morgantown State WV - West Virginia

Zip Code 5 / 15 26508 Country

Company Name 16 / 80 Metro Towers LLC Fax 0 / 15

Work Phone 10 / 15 3042920900 Work Phone Extension 0 / 6

Home Phone 10 / 15 Cell Phone 10 / 15 3042765100

Email 17 / 255 wvmetro@gmail.com Web Site 0 / 255

Edit Person

Name

Scott Copen

Role Code

Contact Information

Add to People

Address 1

19 / 60

170 Old Cheat Road

Address 2

11 / 60

Address 3

11 / 60

City

10 / 60

State

Morgantown

WV - West Virginia

Zip Code

5 / 15

Country

26508

Company Name

11 / 80

Fax

10 / 15

Work Phone

11 / 15

Work Phone Extension

10 / 6

Home Phone

10 / 15

Cell Phone

10 / 15

3042125490

3042888393

Email

10 / 256

Web Site

1 / 256

scopen@creww.com

Data Group Edit

Street Addressed (if assigned):



Text

13 / 40

Ensign Avenue

Tax Map Number:



Text

6 / 10

Multiple

Parcel Number:



Text

8 / 40

Multiple

Size (Acres):



Number

8 / 20

9.3

Current Zoning Classification:



Text

8 / 40

O-1

Proposed Zoning Classification:



Text

1 / 40

R-3

Current Land Use:



Comment

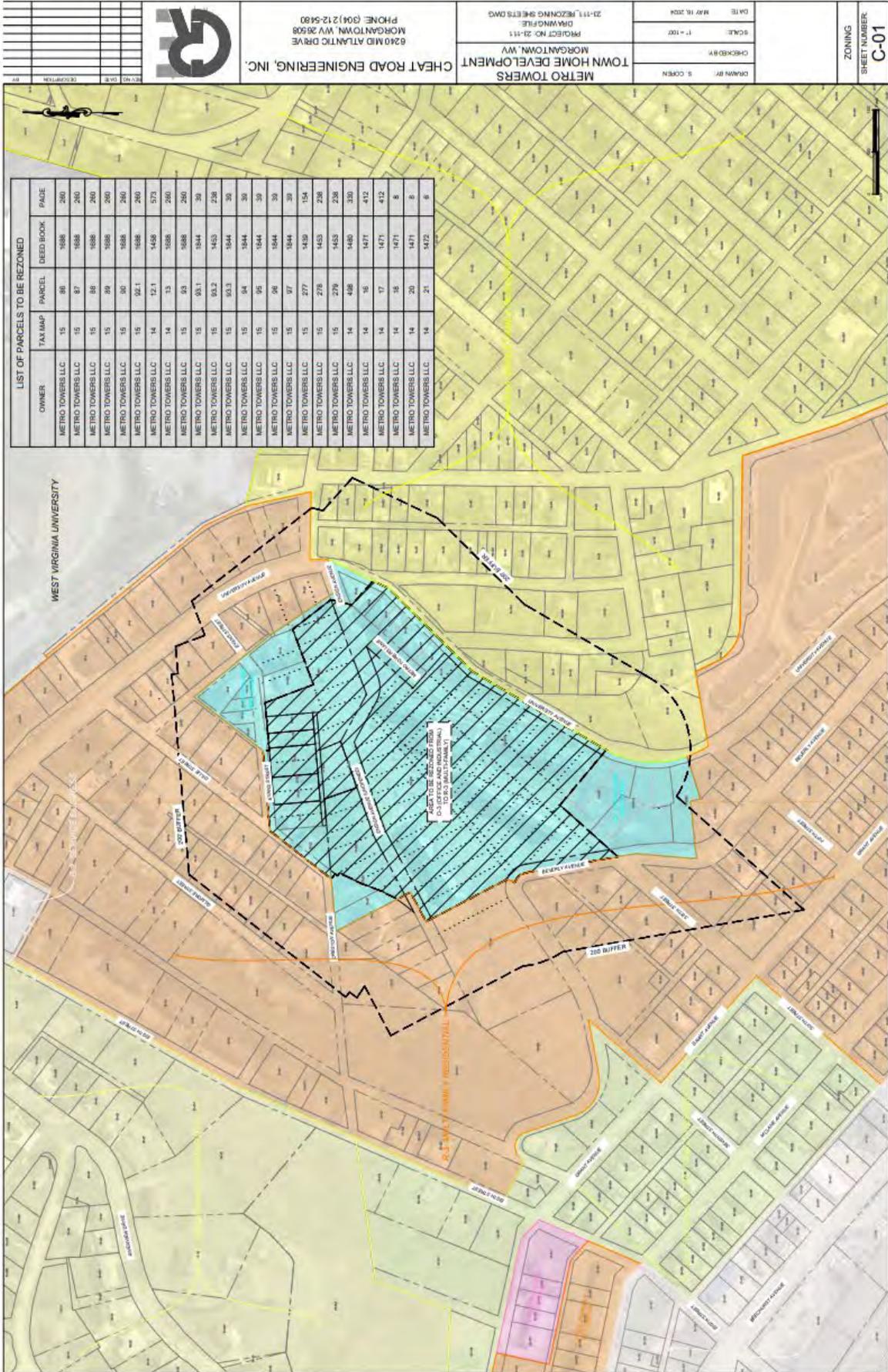
Multifamily Residential (Apartments)

Proposed Land Use:



Comment

Multifamily residential (Townhomes) - Existing apartments to remain. New townhomes to be constructed.



RESOLUTION NO. 2024-__

A RESOLUTION OF THE MORGANTOWN CITY COUNCIL DIRECTING THE STUDY OF THE AVAILABILITY OF AFFORDABLE HOUSING IN MORGANTOWN AND DEVELOP RECOMMENDATIONS (POLICIES, PROGRAMS AND/OR INITIATIVES) TO PRESERVE AND INCREASE THE SUPPLY OF AFFORDABLE HOUSING OPPORTUNITIES IN THE COMMUNITY

WHEREAS, the City of Morgantown is committed to promoting affordable housing opportunities, and creating a diverse, inclusive community; and

WHEREAS, access to affordable housing is a complex issue confronting urban and rural communities across the United States of American; and

WHEREAS, housing affordability was identified as critical priority in the City's Comprehensive Plan (Morgantown 2033); and

WHEREAS, the Comprehensive Plan identified several potential strategies and actions to ensure Morgantown has affordable options for rental and home-buying markets; and

WHEREAS, City Council desires to pursue the Morgantown 2033 goals by developing plans, policies, and/or legislation to preserve and increase the availability of affordable housing in the community; and

WHEREAS, a comprehensive study of affordable housing programs, policies and initiatives, and their potential impact on Morgantown's housing market will ensure the plans, policies, or legislation are effective in meeting these goals;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MORGANTOWN, WEST VIRGINIA, as follows:

1. The City Manager, relying on the Development Services Department, is hereby directed to conduct a thorough study of affordable housing programs, policies and initiatives and their potential application in Morgantown.

2. The study shall include, but not be limited to:

- a) An analysis of existing housing affordability challenges in Morgantown;
- b) A review of policies, programs and initiatives implemented in comparable cities;
- c) An assessment of potential impacts on housing development and the local real estate market;

d) Recommendations for appropriate policies, programs and initiatives to be adopted in Morgantown.

3. The City Manager, relying on the Development Services Department, shall engage relevant stakeholders, including City Boards and Commissions, developers, housing advocates, and community members, in the study process.

4. The City Manager will update City Council monthly on the progress of this initiative and will present the findings and recommendations to the City Council within 180 days of the adoption of this resolution.

5. Upon receipt of the City Manager’s report, the City Council shall review the findings and consider appropriate next steps, which may include drafting ordinances to implement affordable housing policies, programs or initiatives designed to preserve and increase the supply of affordable opportunities in Morgantown.

6. This resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of _____, 2024:

Mayor

City Clerk

Ordinance No. 2024-_____

**AN ORDINANCE OF THE CITY OF MORGANTOWN
CREATING A NEW ARTICLE OF CITY CODE ENTITLED
“CAMPING ON PUBLIC PROPERTY”**

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

The Common Council of The City of Morgantown, West Virginia makes the following findings and adopts the following statement(s) of purpose with respect to the provisions of this Ordinance: Pursuant to West Virginia Code section 8-12-5 the City is authorized to regulate the use of streets, avenues, roads, alleys, ways, sidewalks, crosswalks, and other public places belonging to the City, including public buildings, public parks, public streets, alleys, and rights-of-way, and all other public property within the City. Camping on public property, except public property that may be designed and managed for camping, is a public health and safety concern due to interference with other intended uses in some areas, such as daily operations of the City, events at public buildings or parks, other park recreational activities, pedestrian, bicycle and vehicular traffic, and other public uses. Camping without adequate sanitation services, such as sewer, water, and garbage, presents a public health and safety concern due to increased risk of spread of disease and potential for citizens contracting illnesses. Unauthorized camping in public places can interfere with the use of public places by members of the public intending to use the public place for activities other than camping, and the City finds and concludes that camping should only occur in designated campgrounds with proper facilities.

Section 2. Adoption of Article 1157 of the City Code.

A new Article 1157 of the City Code, entitled “Camping on Public Property” is hereby adopted as follows (new matter underlined):

ARTICLE 1157. CAMPING ON PUBLIC PROPERTY.

1157.01. Purpose and Scope.

It is the purpose of this article to prevent harm to the health and safety of the public and to promote the public health, safety and general welfare by keeping public streets, sidewalks, parks, and other public property within the City readily accessible to the public, and to prevent use of public property for camping purposes or storage of personal property where those uses interfere with the rights of others to use the areas for the purposes for which they were intended or create health and safety concerns.

1157.02. Definitions. The following definitions are applicable in this chapter unless the context otherwise requires:

Camp or camping means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both for the purpose of habitation, as evidenced by the use of camp paraphernalia.

Camp facilities include, but are not limited to, tents, huts, and temporary shelters.

Camp paraphernalia includes, but is not limited to tarps, cots, beds, sleeping bags, blankets, mattresses, hammocks or portable cooking facilities and similar equipment.

Litter shall have the same meaning as used in Article 523 of this Code, as it may be amended, modified, replaced, or superseded.

Park means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City of Morgantown or Morgantown Board of Park and Recreation Commissioners for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools.

Personal property means an item that is: 1. reasonably recognizable as belonging to a person; 2. in its present condition has apparent utility and/or value; and 3. is not hazardous or unsanitary.

Public property shall mean property owned, controlled, or maintained by the City of Morgantown, including its subordinate agencies, boards, commissions, or other subdivisions.

Street shall have the same meaning as the term “street or highway; alley” as used in Section 301.40 of this Code; provided that such term shall also include unopened or unimproved public rights of way not designated for vehicular travel and all parts of any street, highway, or alley on which vehicular travel is prohibited or restricted.

Solid waste shall have the same meaning as used in Article 1139 of this Code, as it may be amended, modified, replaced, or superseded.

Store means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

Trail means a public path constructed for the primary purpose of allowing recreational non-motorized transportation, recreational transportation with electric bicycles as defined by state or federal law, or nonrecreational transportation by foot, bicycle, or similar means.

1157.03. Unlawful camping. It is unlawful for any person to camp in the following areas, except as otherwise specifically authorized pursuant to this Code or other applicable law:

- A. Any Street;
- B. Any Park or Trail;
- C. Any Public Property, improved or unimproved.

1157.04. Storage of personal property in public places. It is unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following areas, except as otherwise specifically authorized pursuant to this Code or other applicable law:

- A. Any Street;
- B. Any Park or Trail;
- C. Any Public Property, improved or unimproved.

1157.05. Enforcement.

Violation of this Article is deemed a public nuisance subject to summary abatement by any duly authorized official of the City; provided, however, that any abatement shall comply with the provisions of Morgantown Police Department General Order No. 339, entitled "Transient/Outdoor Encampment," and any modifications thereto or successor thereof, and in all cases shall comport with the requirements of Article 3, Section 10 of the West Virginia Constitution and of the 14th Amendment to the United States Constitution, to ensure that no person is deprived of property without due process of law as defined by the referenced provisions.

1157.06. Exceptions. The following areas or circumstances shall be exempt from Sections 1157.03 and 1157.04:

- (a) Persons lawfully camping within campgrounds or trailer parks specifically designated and approved for such use pursuant to applicable laws.
- (b) Persons camping with a valid permit authorized by Article 941 of this Code.
- (c) Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be.

1157.07. Penalty for violations.

- (a) Any person who commits a first violation of any provision of this Article shall be given a written warning describing the violation and providing information about resources to obtain assistance in seeking alternate shelter.
- (b) Any person who commits a second violation of any provision of this Article shall be subject to a fine of not more than \$200.00.
- (c) Any person who commits a third violation of any provision of this Article within 12 months of the first violation shall be subject to a fine of not more than \$500.00 and/or subject to a penalty of imprisonment not more than 30 days.
- (d) Each day that a violation continues shall be deemed a separate offense.
- (e) No citation shall be issued, nor any criminal penalty imposed, under this Section unless a person in violation of this Article has been offered alternate shelter and refused the offer. For purposes of this subsection, an offer of shelter means identification by or on behalf of the City of an alternate location where the person may shelter overnight, including, but not limited to, a place

in an emergency shelter or any alternate indoor or outdoor location where the person may sleep overnight.

(f) Any person who may otherwise be subject to a fine or imprisonment under this Section shall, upon notification to the Municipal Court that the person is in need of treatment for substance abuse or mental health, be entitled to an alternative sentence as described in this Subsection. Defendants exercising this alternative sentencing option shall not waive any protections otherwise afforded to them by law, and shall not be subject to a fine or imprisonment as a sanction for the alleged violation of this Article at issue, provided that they complete all aspects of any sentence imposed upon them. The City, acting through the City Manager, will retain a third party experienced in the treatment of mental health and substance abuse issues to develop and manage the alternative sentencing established by this subsection no later than the effective date of this Article. The alternative sentencing program developed by the third party will include required assistance with the individual's needs related to substance abuse, mental health, or both, as appropriate, and sentencing under the program will include a program of required activities or treatments, as well as provision for instances where a participant fails to meet program requirements and is returned to Municipal Court for sentencing under the other penalty provisions of this Article.

1157.08. Severability. If any portion of this article, or its application to any person or circumstances, is held invalid by an authority or entity having jurisdiction to make such determination, the validity of the article as a whole, or any other portion thereof, or the application of the provision to other persons or circumstances is not affected.

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 30 days after adoption (the “Effective Date”); provided, that if no emergency shelter is open within the City and accepting new entrants on the Effective Date, the Effective Date will be delayed until such time as an emergency shelter is open within the City and accepting new entrants, and, in such event, the City Clerk is directed to enter a record of such revised Effective Date in the official records of the City. This Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, or 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: None.

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

Resolution No. 2024-____

**A RESOLUTION AUTHORIZING FINANCIAL SUPPORT FOR THE
MONONGALIA COUNTY DEVELOPMENT AUTHORITY
RICHWOOD REDEVELOPMENT PROJECT**

WHEREAS, The City of Morgantown (“City”), Monongalia County Commission (“County”), and West Virginia University (“WVU”) have supported the Monongalia County Development Authority (“MCDA”) in leading redevelopment efforts in the Richwood area of Morgantown by participating in a Joint Collaboration Agreement, effective November 18, 2020, pursuant to which the City, County, and WVU contributed funding to MCDA to assist with repayment of debt associated with MCDA’s purchase of real estate in the Richwood area; and

WHEREAS, MCDA is currently developing a plan for the redevelopment of the Richwood area with local developers which would allow for significant redevelopment of the property with a mix of uses near Downtown Morgantown, WVU’s Downtown Campus, and the Woodburn Neighborhood, and is refinancing outstanding debt associated with the property in order to properly design and prepare the property for development; and

WHEREAS, as a condition of refinancing, MCDA’s lender has requested deposit of funds totaling \$1,000,000.00 with the lender in a reserve account to secure a portion of MCDA’s repayment obligation in connection with the refinancing; and

WHEREAS, the City recognizes the redevelopment of property in the Richwood project area as an important public purpose of the City which will remove blighted housing, offer essential and helpful amenities to the public, and ensure the productive use of property in the City; and

WHEREAS, the City desires to facilitate MCDA’s continuing development efforts in partnership with other public agencies;

NOW, THEREFORE, BE IT RESOLVED by The City of Morgantown, as follows:

1. The City Manager is authorized to negotiate and enter into an agreement among the City, County, and MCDA pursuant to which the City and County will each contribute the total sum of up to \$500,000.00, to be held in reserve by MCDA’s lender securing repayment of a loan whose term shall not exceed two years, and which will provide for MCDA’s obligation to repay the funds to the City and County, and for appropriate security for MCDA’s repayment obligation; and

2. The City Manager is authorized to execute such other documents, and take such other actions, as may be necessary and helpful to effectuate the purposes of this Resolution, including without limitation any modification, extension, or amendment of the above-referenced Joint Collaboration Agreement as the parties may mutually determine furthers the purposes of that agreement and this Resolution; and

3. That upon execution of the above-described funding agreement and related obligations, and the execution of any other documents or agreements authorized by this Resolution, the City Manager shall cause a copy of the same to be delivered to the City Council.

Adopted this ____ day of _____, 2024:

Mayor

City Clerk