



The City of Morgantown

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

AGENDA MORGANTOWN CITY COUNCIL REGULAR MEETING

Tuesday, December 07, 2021 at 7:00 PM

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **PLEDGE:**

4. **APPROVAL OF MINUTES:**

A. November 16, 2021, Special Meeting minutes

B. November 16, 2021, Regular Meeting minutes

C. November 30, 2021, Special Meeting minutes

D. November 30, 2021, Committee of the Whole Meeting minutes

5. **CORRESPONDENCE:**

6. **PUBLIC HEARINGS:**

7. **UNFINISHED BUSINESS:**

A. BOARDS AND COMMISSIONS

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

9. **SPECIAL COMMITTEE REPORTS:**

A. CIVILIAN POLICE REVIEW & ADVISORY BOARD - Mayor Selin, ex officio

B. SPECIAL COMMITTEE ON UNSHELTERED HOMELESSNESS - Members: Mayor Selin, Deputy Mayor Trumble, Councilor Vega, Councilor Harshbarger, and Councilor Butcher

10. **CONSENT AGENDA:**

A. Consideration of **APPROVAL** of a **BID Award for Met Theatre Carpet**

- B.** Consideration of **APPROVAL** of **BID Award for the Met Theatre Marquee**
- C.** Consideration of **APPROVAL** of **An Ordinance amending article 305 -Traffic Control**
- D.** Consideration of **APPROVAL** of **An Ordinance amending article 311 and 315 for Special Street Uses; Parades**
- E.** Consideration to **APPROVE** the **Cooperative Purchasing Agreement for the Public Safety Building Elevator and Repairs**
- F.** Consideration of **APPROVAL** to **purchase replacement gear for the Morgantown Fire Department**

11. NEW BUSINESS:

- A.** Consideration of **APPROVAL** of **An Ordinance amending article 373 - Bicycles**
- B.** Consideration of **APPROVAL** of **A Resolution supporting the Human Right to Food**
- C.** Consideration of **APPROVAL** to **purchase a ladder truck for the Morgantown Fire Department**

12. CITY MANAGER'S REPORT:

13. REPORT FROM CITY CLERK:

14. REPORT FROM CITY ATTORNEY:

15. REPORT FROM COUNCIL MEMBERS:

16. EXECUTIVE SESSION: Pursuant to West Virginia Code 6-9A-4(2)(B)(12) to discuss potential or pending litigation.

17. ADJOURNMENT:

For accommodations please call or text 304-288-7072

City of Morgantown

SPECIAL MEETING November 16, 2021

Special Meeting November 16, 2021: The Special Meeting of the Common Council of the City of Morgantown was held in City Hall Council Chambers on Tuesday, November 16, 2021, at 6:03 p.m.

PRESENT: Mayor Jenny Selin, Deputy Mayor Danielle Trumble, Council Members Bill Kawecki, Joe Abu-Ghannam, Ixya Vega, Dave Harshbarger, and Brian Butcher.

The meeting was called to order by Mayor Selin.

Executive Session: Pursuant to West Virginia Code Section 6-9a-4(b)(2)(a) to discuss Personnel Matters in considering new appointments for Board and Commissions. Motion by Councilor Harshbarger, second by Councilor Abu-Ghannam, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:04 p.m.

Planning Commission

6:00 p.m. – William Petros

Morgantown Housing Advisory Commission WVU Student

6:20 p.m. – Sara Ruff

Morgantown Land Reuse & Preservation Agency Board

6:40 p.m. – Jessica McDonald

ADJOURNMENT:

There being no further business, motion by Deputy Mayor Trumble, second by Councilor Harshbarger, to adjourn the meeting. Time: 7:07 p.m.

City Clerk

Mayor

City of Morgantown

SPECIAL MEETING November 30, 2021

Special Meeting November 30, 2021: The Special Meeting of the Common Council of the City of Morgantown was held in City Hall Council Chambers on Tuesday, November 30, 2021, at 6:02 p.m.

PRESENT: Mayor Jenny Selin, Deputy Mayor Danielle Trumble, Council Members Bill Kawecki, Joe Abu-Ghannam, Ixya Vega, and Brian Butcher. Dave Harshbarger was absent.

The meeting was called to order by Mayor Selin.

Executive Session: Pursuant to West Virginia Code Section 6-9a-4(b)(2)(a) to discuss Personnel Matters in considering new appointments for Board and Commissions. Motion by Councilor Butcher, second by Deputy Mayor Trumble, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:03 p.m.

Morgantown Land Reuse & Preservation Agency Board

6:00 p.m. – David Satterfield

Civilian Police Review & Advisory Board

6:20 p.m. – Richard Burks

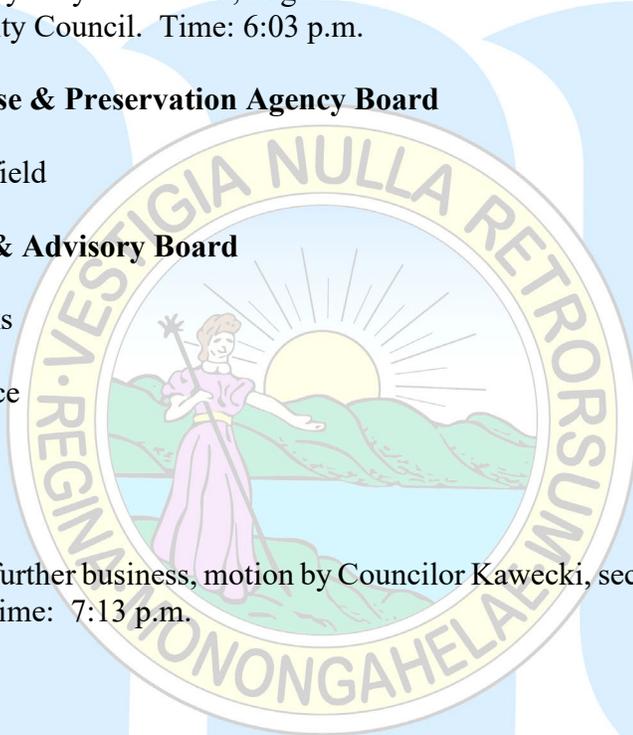
6:40 p.m. – Stephen Prince

ADJOURNMENT:

There being no further business, motion by Councilor Kawecki, second by Councilor Butcher, to adjourn the meeting. Time: 7:13 p.m.

City Clerk

Mayor



City of Morgantown

MINUTES COMMITTEE OF THE WHOLE MEETING November 30, 2021

The Committee of the Whole Meeting of the Common Council of the City of Morgantown was held in City Council Chambers on Tuesday, November 30, 2021, at 7:24 p.m.

PRESENT: City Manager Kim Haws, Assistant City Manager Emily Muzzarelli, City Attorney Ryan Simonton, Mayor Jenny Selin, Deputy Mayor Danielle Trumble, and Council Members Bill Kawecki, Ixya Vega, Dave Harshbarger, and Brian Butcher.

The meeting was called to order by Deputy Mayor Trumble.

PRESENTATIONS:

A. Tourism update – Susan Riddle, President and CEO Mountaineer Country CVB

Susan Riddle gave an update on the tourism in Morgantown.

B. Safety Walk – Devin Price and Daniel Sohan, WVU Student Government Association

Devin Price and Daniel Sohan gave an update on the Safety Walk around campus and within the city limits.

C. Human of Morgantown (HoM) – Rachel Johnson, Juliet Thomas and Kenzie Dye, Martin Hall Agency

Rachel Johnson, Accounting Director of Martin Hall Agency, and Kenzie Dye, Digital Communications Director of Martin Hall Agency presented to city council about what the Human of Morgantown (HoM) is and what it is about.

PUBLIC PORTION:

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

Those below spoke in favor of a warming shelter downtown:

- Catherine Tall, 425 Elm Street, representing Monongalia Friends meeting located at 648 East Brockway Avenue
- Marly Ynigues, 1093 Sabraton Avenue
- Liira Raines
- Mollie Kennedy
- Ash Orr, 262 Kingwood Street
- Sarah Hutson, 650 Tom’s Run Road, representing Morgantown Can’t Wait
- Rich Burks, 531 Hillcrest Street, Vice President of the NAACP

- Karla Myers, 1149 DeMoines Avenue, spoke about the Human of Morgantown (HoM).

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

ITEMS FOR DISCUSSION:

A. Right to Food Resolution

City of Morgantown

After discussion, this item was moved to the December 7, 2021, Regular Meeting Agenda.

B. Ordinance amending article 305 – Traffic Control

After discussion, this item was moved to the December 7, 2021, Regular Meeting Agenda.

C. Ordinance amending article 311 and 315 Special Streets Uses; Parades

After discussion, this item was moved to the December 7, 2021, Regular Meeting Agenda.

D. Ordinance amending article 373 – Bicycles

After discussion, this item was moved to the December 7, 2021, Regular Meeting Agenda.

E. City Council Meeting Rules

After discussion, this item will be moved to a January 2022, Regular Meeting Agenda.

ADJOURNMENT:

There being no further business, motion by Councilor Vega, second by Councilor Butcher, to adjourn the meeting.
Time: 9:26 p.m.

City Clerk

Mayor



Boards & Commissions VACANT Positions:

Updated: 12/2/2021

- **Board of Zoning Appeals: - 1 Vacant – City Resident**
1 – 3yr term: 1/1/2020 – 12/31/2022
- **BOPARC Board: – 1 Vacant – City Resident**
1 6yr term: 7/1/2017 – 6/30/2023
- **Fire Code Board of Appeals: – 3 Vacant - City Resident**
2 - 3yr terms: 5/2/2019 – 5/1/2022
1 – 3yr term: 5/1/2019 – 4/30/2022
- **Health & Wellness Commission: –1 Vacant – City Resident**
1 – 3yr – 3yr term: 1/1/2021 – 12/31/2023 (Brianna Linger resigned)
1 – 2yr – 3yr term: 1/1/2020 – 12/31/2022 (Ray Glymph resigned) No resignation letter received.
- **Historic Landmarks Commission: – 1 Vacant – City Resident**
1 – 4yr term: 11/5/2017 – 11/4/2021
- **Housing Advisory Commission: – 1 Vacant - City Resident**
1 - 3yr term: 11/1/2020 – 10/30/2023 – (College student living within the city)
- **ICC Board of Appeals: – 2 Vacant**
1 – 5yr term: 5/1/2020 – 4/30/2025 – Master Electrician
1 – 5yr term: 5/1/2021 – 4/30/2026 - Civil Engineer
- **Personnel Board: - 1 Vacant**
1 – 3yr term: 7/1/2021 – 6/30/2024
- **Police Review & Advisory Board: - 9 Vacant – City Resident or Work within City boundary**
3 – 1yr – 3yr term: 5/18/2021 – 5/17/2022
3 – 2yr – 3yr term: 5/18/2021 – 5/17/2023
3 – 3yr – 3yr term: 5/18/2021 – 5/17/2024
- **Sister Cities Commission: – 4 Vacant – City Resident**
2 - 2yr terms: 6/1/2020 – 5/31/2022
2 - 1yr terms: 6/1/2021 – 5/31/2022

- **Traffic Commission: –2 Vacant – City Resident**
2 – 3yr term: 4th, and 5th Wards – 4/4/2021 – 4/3/2024
- **Tree Board: – 1 Vacant**
1 – 3yr term: 11/15/2020 – 11/14/2023
- **Urban Landscape Commission: 2 Vacant – City Resident**
1 – 3yr term: 7/1/2020 – 6/30/2023
1 – 3yr term: 7/1/2021 – 6/30/2024
- **Ward & Boundary Commission: 7 Vacant – City Resident**
3 – 2yr terms: 7/1/2021 – 6/30/2023 - Wards 3, 4, & 7



THE CITY OF
MORGANTOWN
WEST VIRGINIA

Arts & Cultural Development
389 Spruce Street
Morgantown, WV 26505
304.284.7472

MEMORANDUM

Date: November 30, 2021

To: Kim Haws – City Manager

Through: Emily Muzzarelli – Assistant City Manager

From: Vincent E. Kitch - Director *Vincent E. Kitch*

RE: Carpet Purchase for Metropolitan Theatre

Bids were opened at 2:00 pm on November 29, 2021, for carpeting replacement at the Metropolitan Theatre.

The carpet bid is part of a planned renovation project funded in our capital budget for this year and includes replacement of all the seats, carpet, and refinishing the floors. This bid is for the carpet component and must be completed in January when the Met is closed for related renovations. The results are as follows:

CONTRACTOR	COST	
1. Franklin Integrated Interiors	\$32,450	Base Bid
2. Success Flooring	\$48,000	Base Bid

Engineering has reviewed the submitted bids for completeness and adherence to the Bid Call requirements and recommends award to the Franklin Integrated Interiors.





THE CITY OF
MORGANTOWN
WEST VIRGINIA

Arts & Cultural Development
389 Spruce Street
Morgantown, WV 26505
304.284.7472

MEMORANDUM

Date: November 30, 2021
To: Kim Haws – City Manager
Through: Emily Muzzarelli – Assistant City Manager
From: Vincent E. Kitch - Director *Vincent E. Kitch*
RE: Digital Kiosk Purchase for Metropolitan Theatre

Bids were opened at 2:15 pm on November 29,2021 for the digital electronic marquee replacement at the Metropolitan Theatre.

The digital electronic marquee replacement was an unplanned capital project that arose from the failure of our previous marquee. Funding for this project is being realized from some residual funds from the recent roof replacement fund. This bid is for the marquee and will be completed in January when the Met is closed for other renovations. We received only one bid for this project. In addition, the purchase is authorized through state purchasing contract. The results are as follows:

CONTRACTOR	COST
1. City Neon	\$48,131.72. Base Bid

Engineering has reviewed the submitted bid for completeness and adherence to the Bid Call requirements and recommends award to the low bidder, City Neon.

Ordinance No. 2021-_____

**AN ORDINANCE AMENDING SECTION 305.01 OF THE TRAFFIC CODE TO
AUTHORIZE THE CITY MANAGER TO DIRECT PLACEMENT OF TRAFFIC
CONTROL DEVICES AND SIGNALS**

The City of Morgantown hereby ordains that Section 305.01 is amended as follows:

305.01 MANAGER'S POWERS GENERALLY.

(a) The City Manager shall place and maintain traffic control signs, signals and devices as required under the provisions of this Traffic Code and other traffic ordinances of the City to make effective such provisions of this Traffic Code and other traffic ordinances, and may place and maintain such additional traffic control devices as Council may from time to time director as required for management of cleaning, repair, or emergencies on public ways pursuant to City Code Section 305.03.

(b) The City Manager may direct the placement and maintenance of traffic control signs, signals, and devices, in addition to those provided for under Paragraph (a) of this Section, as the City Manager or a designee determines appropriate for the management of the public rights-of-way in accordance with the provisions of this Section. Any such direction shall be reduced to writing, delivered to City Council, and retained by the Office of the City Engineer in accordance with Paragraph (f) of this section.

(c) City Council may direct that traffic control signs, signals, and devices ordered by the City Manager be removed or modified. Any Council action under this Paragraph (b) shall be undertaken by adoption of an ordinance.

(d) In the event that City Council directs that traffic control signs, signals, and devices ordered by the City Manager be removed or modified, the City Manager may not direct that the traffic control signs, signals, or devices removed or modified by replaced thereafter unless authorized to do so by subsequent ordinance of Council.

(e) No order of the City Manager directing the placement of traffic control signs, signals, or devices ordered shall be effective until the date stated in the order.

(f) The City Engineer shall maintain a record of all orders of the City Manager and ordinances of City Council directing the placement of traffic control signs, signals, and devices under this Section.

This ordinance shall be effective upon adoption.

FIRST READING: _____

Mayor

SECOND READING: _____

City Clerk

ADOPTED: _____

FILED: _____

AN ORDINANCE AMENDING ARTICLE 311 PERMITTING SPECIAL USES OF STREETS AND REPEALING ARTICLE 315 GOVERNING PARADE PERMITS.

WHEREAS, Article 311 of the City Code governs Street Obstructions and Special Uses; and

WHEREAS, the City desires to provide additional opportunities for use of the public right-of-way in order to increase public enjoyment and activity in public places and promote safety and aesthetic appeal in public places; and

WHEREAS, the permitting of events in the right-of-way will be made more efficient by using one process for all permitted events and repealing Article 315 specific to parade uses; and

WHEREAS, these purposes will be served by adopting a special event permit process within the City Code;

NOW, THEREFORE, The City of Morgantown hereby ordains that Article 311 of the City Code is amended and Article 315 is repealed as follows:

Article 311. Street Obstructions and Special Uses

311.01. STREET OBSTRUCTION PROHIBITED

Except as authorized by this Article or other applicable provision of this Code, no person shall obstruct a public right-of-way in any manner that prevents free movement and use of such right-of-way by the public.

311.02. SPECIAL EVENT PERMIT.

(a) The City Manager may authorize the temporary use of the public rights-of-way by issuance of a special event permit.

(b) The City Manager shall prescribe an application form for a special event permit.

(c) A nonrefundable application fee in the amount established by the Fee Schedule currently approved by City Council ordinance shall be submitted with each application to defray the cost of administrative review. No other fees shall be assessed in connection with a Special Event Permit except pursuant to a generally-applicable schedule of fees adopted by City Council.

(d) The City Manager shall prescribe regulations for the application and issuance of permits, including, but not limited to, provisions for a description of the special event and area(s), time(s), and purpose(s) for which the permit is requested. The regulations shall prescribe generally-applicable standards for determining whether a permit will be granted, including consideration of the impact on the right-of-way, on the public's use of the right-of-way, and on abutting residents and property owners. The regulations shall be effective upon filing in the Office of the City Clerk and shall be made available for public inspection.

(e) The special event permit may waive the application of laws governing the use of rights-of-way including but not limited to, the prohibitions on obstruction of traffic or the public, prohibition on use or sale of alcoholic liquors and/or nonintoxicating beer, and prohibition on erecting temporary structures, for the duration of the special event permit.

(f) The special event permit may waive the application of the City's Noise Control laws only to the extent permitted by Section 527.07 of this Code.

(g) The special event permit shall be subject to the terms and conditions set forth in the permit issued.

(h) No special event permit shall be issued for a period longer than five (5) consecutive calendar days.

(i) No person shall hamper, obstruct, molest, impede or interfere with any permitted Special Event or with any person, vehicle or animal participating or used in a permitted Special Event.

(j) The City Manager shall have the authority to revoke any permit issued under the provisions of this article in case of emergency or for reasonable cause.

311.013 PLACING INJURIOUS DANGEROUS MATERIAL IN STREET.

(a) No person shall ~~throw or~~ deposit upon any street or highway any glass bottle, glass, nails, tacks, wire, cans, gravel, sand, oil, gasoline or other flammable substance, or any other substance likely to injure any person, animal, or vehicle upon such street or highway.

(b) Any person who deposits any dangerous material described in this Section within a public right-of-way, or is responsible for the placement of such material in the right-of-way, drops, or permits to be dropped or thrown, upon any street or highway any destructive or injurious material shall immediately remove the same, or cause it to be removed, and properly dispose of the material.

(c) Any person removing a wrecked or damaged vehicle from a street or highway shall remove any dangerous material described in this Section from the right-of-way and properly dispose of the material. ~~glass or other injurious substance dropped upon the street or highway from such vehicle.~~

311.02 PLAYING IN STREETS.

~~—(a)— No person shall use the public streets, highways, alleys, thoroughfares, roads or avenues of the Municipality for the purpose of engaging in or playing any games or athletic activities, including but not limited to, such activities as playing catch, baseball, football, skating, sledding and/or any activity related to the same.~~

~~—(b)— Any violation of subsection (a) hereof is hereby declared to be a public nuisance per se and may be summarily abated by any law enforcement officer.~~

311.035 TOY ALTERNATIVE VEHICLES ON STREETS.

(a) When traveling on sidewalks, operators of scooters, skateboards, or any play vehicle must yield to pedestrians. No person on roller skates or riding in or by means of any sled, toy vehicle, skateboard or similar device shall go upon any roadway except while crossing a street on a crosswalk and except on streets set aside as play streets.

(b) No person shall ride a skateboard or platform with wheels attached or propel themselves with roller skates upon any sidewalk within the Central Business District. Such Central Business District shall be encompassed by the boundary streets of the Monongahela River on the west; both sides of Spruce Street on the east; both sides of Willey to the north; and both sides of Foundry to the south.

311.046 DRIVING ON PLAY STREETS HEALTHY STREETS

(a) A Healthy Street is a designated public right-of-way where motorized vehicular access and movement is restricted and where preferred access and movement is granted to pedestrians, bicycles, and other nonmotorized transport.

(b) When authorized signs are erected indicating any street or part thereof as a ~~play street~~ Healthy Street, no person shall ~~drive a vehicle~~ operate a motorized vehicle upon any such street or highway or portion thereof except drivers of vehicles having business or whose residences are within such closed area, and then any such authorized driver shall exercise the greatest care in driving upon any such street or highway or portion thereof by yielding the right-of-way at all times to pedestrians, bicyclists, and other nonmotorized transport.

(c) The City Manager may designate any public right-of-way or portion thereof a Healthy Street pursuant to this Section. The designation shall be made in writing and shall be delivered to City Council, the City Clerk, and the City Engineer prior to its effective date. The City Clerk shall maintain the designation as a public record, and the City Engineer shall keep a record of all designated Healthy Streets. The City Manager, or a designee, may prescribe regulations implementing the provisions of this Section.

311.99 PENALTY.

(EDITOR'S NOTE: See Section [303.99](#) for general Traffic Code penalty.)

~~315.01 DEFINITIONS.~~

~~—For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:~~

~~—(a) "Parade" means any parade, march, ceremony, show, exhibition, pageant or procession of any kind, or any similar display, in or upon any street, park or public way or any public place within the City.~~

~~—(b) "Parade permit" means a permit as required under the provisions of this article. (1967 Code Sec. 23-1.)~~

~~315.02 OBSTRUCTING OR INTERFERING WITH PARADE.~~

~~—No person shall hamper, obstruct, molest, impede or interfere with any parade or parade assembly or with any person, vehicle or animal participating or used in a parade.
(1967 Code Sec. 23-2.)~~

~~315.03 DRIVING THROUGH PARADE.~~

~~—No driver of a vehicle, float or animal, except emergency vehicles enroute to a call, shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.
(1967 Code Sec. 23-3.)~~

~~315.04 PARKING ON PARADE ROUTE.~~

~~—The City Manager shall have the authority, when reasonably necessary in his discretion, or when requested by the applicant, to prohibit or restrict the parking of vehicles along any street, highway or alley or part thereof constituting a part of the route of a parade, and to rope off all or any part thereof. The City Manager shall cause signs to be posted to such effect, and no person shall park or leave unattended any vehicle in violation thereof.
(1967 Code Sec. 23-4.)~~

~~315.05 RULES AND REGULATIONS.~~

~~—The City Manager shall have the authority to prepare and promulgate rules and regulations for the conduct of all parades within the City consistent with the intent, spirit and announced purposes of this article, and consistent with other applicable provisions of this Code and other ordinances of the City and the statutes of the State and may also impose any special conditions or requirements for any parade which he may deem reasonably necessary. A copy of such rules and regulations, and of any such special conditions or requirements shall be sent to the applicant with his parade permit, or shall be included in such permit, in the discretion of the City Manager.
(1967 Code Sec. 23-5.)~~

~~315.06 PERMIT REQUIRED; EXCEPTIONS.~~

~~—No person shall engage in, participate in, aid, form or start any parade, unless a parade permit is first obtained from the City Manager under the provisions of this article, with the following exceptions:~~

~~—(a) Funeral processions.~~

~~—(b) Students going to and from school classes or participation in groups in educational activities; provided, that such conduct is under the immediate direction and supervision of proper school authorities.~~

~~—(c) A governmental agency acting within the scope of its functions.~~

~~—(d) Processions of lodges, fraternities, sororities, churches, thyrus by student groups, school processions in connection with school or educational activities, individual school bands on practice marches or maneuvers, or bona fide advertising exhibitions.
(1967 Code Sec. 23-6.)~~

~~315.07 PERMIT APPLICATION.~~

~~—A person seeking issuance of a parade permit shall file an application with the City Manager on _____ forms _____ provided _____ by _____ him.
(1967 Code Sec. 23-7.)~~

~~315.08 APPLICATION FILING PERIOD.~~

~~—An application for a parade permit shall be filed with the City Manager at least twenty days before the date on which it is proposed to conduct the parade for which the application is made.
(1967 Code Sec. 23-8.)~~

315.09 APPLICATION CONTENTS.

- ~~—The application for a parade permit shall set forth the following information:~~
- ~~—(a) The name, address and telephone number of the person seeking to conduct such parade;~~
 - ~~—(b) If the parade is proposed to be conducted for, on behalf of or by an organization, the name, address and telephone number of the headquarters of the organization, and the authorized and responsible heads of such organization;~~
 - ~~—(c) The name, address and telephone number of the person who shall be parade chairman or marshal and who shall be responsible for its conduct;~~
 - ~~—(d) The date when the parade is to be conducted;~~
 - ~~—(e) The route to be traveled, the starting point and the point of termination;~~
 - ~~—(f) The approximate number of persons who, and the animals and vehicles which, shall constitute such parade; the type of animals and a description of the vehicles;~~
 - ~~—(g) The hours when such parade shall start and terminate;~~
 - ~~—(h) The location by streets of the assembly areas and of the dispersal areas of such parade;~~
 - ~~—(i) The time at which the units of the parade shall begin to assemble at any such assembly areas; and the time at which all units shall be required to be assembled and in formation;~~
 - ~~—(j) The interval of space to be maintained between the units of such parade;~~
 - ~~—(k) If the parade is designed to be held by, and on behalf of or for any person other than the applicant, the applicant for such permit shall file with the City Manager a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf;~~
 - ~~—(l) Any additional information which the City Manager shall find reasonably necessary to a fair determination as to whether the permit shall be issued;~~
 - ~~—(m) Whether or not parking is to be removed from the streets on the parade route;~~
 - ~~—(n) Locations where floats are to be constructed and may be inspected by proper City officials.~~
- ~~—(1967 Code Sec. 23-9.)~~

315.10 LATE APPLICATIONS.

- ~~—The City Manager, where good cause is shown therefor, shall have the authority to consider any application which is filed under the provisions of this article less than twenty days before the date such parade is proposed to be conducted.~~
- ~~(1967 Code Sec. 23-10.)~~

315.11 FEES.

- ~~—Where the applicant for a parade permit requests the removal of parking from the streets along the parade route in his application, or where it appears to the City Manager from such application that the removal of such parking is necessary to the proper conduct of the parade, or where it appears that any other special services are required to be rendered by the City, then a fee of fifty dollars (\$50.00) shall accompany such application, to pay the costs of placing and removing ropes and "No Parking" signs along such streets and in providing any other special services needed or requested. If no such special services are requested or required then the fee accompanying such application shall be five dollars (\$5.00). In the event such permit is refused or denied then such fee shall be refunded to the applicant.~~
- ~~(1967 Code Sec. 23-11.)~~

315.12 APPROVAL OR REJECTION; ISSUANCE.

- ~~—The City Manager shall act upon the application for a parade permit within three business days after the filing thereof. If the City Manager shall disapprove the application, he shall mail~~

to the applicant within five business days after the date upon which the application was filed, a notice of his action, stating the reasons for his denial of the permit. If he shall approve the application, the permit shall be mailed to the applicant within a like period.

(1967 Code Sec. 23-12.)

315.13 STANDARDS OF ISSUANCE.

—The City Manager shall not issue a parade permit as provided for in this article when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:

—(a) The time, place, size or conduct of the parade including the assembly areas and route of march would unreasonably interfere with the public convenience and safe use of the streets and highways.

—(b) The parade would require the diversion of so great a number of police officers to properly police the line of movement, assembly area and areas contiguous thereto so as to deny normal police protection to the Municipality.

—(c) The parade route of march or assembly areas would unreasonably interfere with the movement of police vehicles, firefighting equipment or ambulance service to other areas of the Municipality.

—(d) The parade would unreasonably interfere with another parade for which a permit has been issued.

—(e) The information contained in the application is found to be false, misleading or incomplete in any material detail.

—(f) An emergency such as a fire or storm would prevent the proper conduct of the parade.

315.14 APPEAL UPON DENIAL OF PERMIT.

—Any person believing himself aggrieved by a rejection of his application for a parade permit by the City Manager shall have the right to appeal the denial of such permit to Council. The appeal shall be taken within ten days after receipt of the notice of rejection thereof.

—Such appeal shall be filed with the City Clerk and presented by him at the next regular meeting of Council, and Council shall hear such appeal and render a decision thereon at such meeting, or as soon thereafter as it reasonably can do. The decision of Council shall be final.

(1967 Code Sec. 23-14.)

315.15 ALTERNATIVE PERMIT.

—The City Manager, in denying an application for a parade permit, shall be empowered to authorize the conduct of the parade on a date, at a time, or over a route different from that applied for by the applicant. An applicant desiring to accept an alternative permit shall, within seven business days after receipt of notice of the action of the City Manager, file a written notice of acceptance with the City Manager.

(1967 Code Sec. 23-15.)

315.16 COPIES OF PERMIT TO BE SENT TO CERTAIN PERSONS.

—Immediately upon the issuance of a parade permit, the City Manager shall send a copy thereof to the following persons:

—(a) The Chief of Police.

—(b) The Chief of the Fire Department.

—(c) The applicant.

—(1967 Code Sec. 23-16.)

315.17 CONTENTS OF PERMIT.

—Each parade permit shall state the following information:

- ~~—(a) Date and starting time;~~
 - ~~—(b) Assembly and dispersal areas;~~
 - ~~—(c) Parade route;~~
 - ~~—(d) Approximate number of persons, animals and vehicles in parade;~~
 - ~~—(e) Such other information as the City Manager may deem pertinent;~~
 - ~~—(f) Whether or not parking is to be removed from the streets along the parade route.~~
- ~~(1967 Code Sec. 23-17.)~~

~~315.18 DUTIES OF PERMITTEE.~~

~~—A permittee under the provisions of this article shall comply with all permit directions and conditions and with all applicable provisions of this Code and other ordinances including the following:~~

- ~~—(a) A sufficient number of parade marshals shall be furnished by the applicant to lead the parade to be distributed along the route of the parade and at the rear thereof, and the permittee shall instruct such parade marshals in their duties. The permittee shall provide all parade marshals with suitable identification such as armbands or like insignia.~~
- ~~—(b) All floats or displays in the parade shall be of fire resistant materials.~~
- ~~—(c) Full visibility shall be provided to the drivers of all vehicles, floats or animals in the parade.~~
- ~~—(d) No materials of any kind shall be thrown to or from any floats, animals or vehicles in the parade.~~
- ~~—(e) The applicant or parade sponsor shall remove all debris along the assembly areas and dispersal areas immediately following the termination thereof.~~
- ~~—(f) The permittee shall ascertain that all parade vehicles comply with all applicable provisions of this Code and other ordinances of the City and the laws of the State.~~
- ~~—(g) The permittee shall require all units of the parade to maintain a forward motion at all times.~~

~~(1967 Code Sec. 23-18.)~~

~~315.19 REVOCATION OF PERMIT.~~

~~—The City Manager shall have the authority to revoke any parade permit issued under the provisions of this article for reasonable cause, and shall report at the next regular session of Council his action and the reasons therefor.~~

~~(1967 Code Sec. 23-19.)~~

~~315.99 PENALTY.~~

~~—(EDITOR’S NOTE: See Section [303.99](#) for general Traffic Code penalty.)~~

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

RECORDED:

CITY CLERK

Memo

City of Morgantown Department of Engineering and Public Works

To: A. Kim Haws, City Manager
From: Damien Davis, Director of Engineering and Public Works
Subject: Equipment Purchase
Date: December 1, 2021

Mr. Haws,

Per City Ordinance 129.05(e) I am requesting Council approval to forgo the competitive bidding process and purchase a new elevator and equipment from Kone Inc. through the City’s membership with Sourcewell. Sourcewell is a municipal national contracting agency which establishes and provides nationally leveraged and competitively solicited purchasing contracts.

The Elevator at the Public Safety Building has reached the end of its useful life and is no long functioning. The control system is no longer supported by its manufacture and is difficult to obtain replacement components. Kone Inc. will be responsible for the design, manufacturing, supply and installation of the new elevator system.

Completion of the project is anticipated to be complete by June 30, 2022

This equipment is planned to be included with the Municipal Bond projects.

The total cost is: \$ 336,780

See attached specifications.



Your Solution

Elevator Technical Specification

1

Base solution

KONE Solution	KONE MonoSpace500
Machinery location	Guiderail-mounted in overhead of hoistway
Capacity (lb)	2500
Speed (fpm)	150
Travel height (ft)	29 ft 11 in
Stops	3
Front entrances	3
Rear entrances	0
Control system	Full collective Simplex

Shaft construction

Shaft size (W x D) (ft)	7 ft 4 in x 5 ft 9 in
Pit depth (ft)	4 ft 0 in

Mechanical components & machinery

Power supply, machinery (V / Hz)	480 / 60
----------------------------------	----------

Car and doors

Car size (WxDxH) (in)	5 ft 8.11 in wide x 4 ft 5.15 in deep x 8 ft 0 in high
Door opening dimensions (WxH) (ft)	3 ft 0 in x 7 ft 0 in
Controller location	Adjacent at first floor

Materials and design

Please notice that all images are for illustration purposes only. Some differences to actual product delivered may exist.

Elevator 1

Interior

Walls

Car walls	#4 Brushed Stainless Steel
Front wall	#4 Brushed Stainless Steel, pan type door

Ceiling

Type and material	Round, LED spotlights (CL88) #4 Brushed Stainless Steel
-------------------	--





Floor

Flooring by others	Maximum floor thickness: 1 in Maximum floor weight: 1 lb/ft2
--------------------	---

Accessories

Handrail	Handrail on rear wall Handrail type Aluminum	
Skirting	#4 Brushed Stainless Steel	
Protection pads	KONE standard pads and hooks included	

Entrances

Door Type	Single-speed, left-hand, side-opening
Entrance equipment	The existing hoistway entrances and hoistway door panels shall be retained and reused in place.

Car door

Door material	#4 Brushed Stainless Steel
Sill material	Aluminum

User interfaces

Car operating panel

No. of Car Operating Panels (COP)	1	
Panel type and design	Dot matrix Flush #4 Brushed Stainless Steel	
Door jamb mounted indicator	Car Lantern (jamb-mounted) included	



Signalization

Signalization Series KSS570 series signalization

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
3 Front	2	Retained	Retained	Retained	Hall Lantern
2 Front	*G	Retained	Retained	Retained	Lantern / Position Indicator
1 Front	B	Retained	Retained	Retained	Hall Lantern

Additional Options

Hall/Lobby panel included No

Eco-Efficiency

Operation of car ventilation KONE Standard Fan

Project-Specific Clarifications

1. Pricing is valid for 60 days.
2. Pricing is based on 2022 installation
3. Lombardi Companies scope of work.
 - a. Code upgrades to existing elevator machine room
 - b. Design and installation of added structural steel support framing
 - c. Elevator shaft way code upgrades including (lighting, power, shaft walls and fire proofing)
 - d. Electrical upgrades required for new elevator and code (will reuse as much existing pathways as possible)
 - e. Dedicated phone line for elevator emergency communications (install new line from existing data rack in building)
 - f. Supplemental cooling/exhaust as needed for elevator machine room requirements.
 - g. Supply and install new cab flooring
 - h. Any electrical work not associated with new elevator is excluded
 - i. Any plumbing or HVAC work not associated with elevator excluded
 - j. Replacement of sump pump or associated drain piping excluded
 - k. Work to hoistway other than what's required per code and new elevator excluded
 - l. Any data equipment or work not associated with new elevator excluded
 - m. Any HVAC work to existing systems excluded
 - n. Any work to existing sprinkler system excluded
 - o. Any work to existing fire alarm system excluded (Simplex Grinnell was consulted and provided that no other items would be required)
 - p. Painting other than machine room door and frame excluded



Ensuring Project Success

Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:

Preparation of Submittals	2 weeks	From receipt of contract and first payment.
Contract Review	6 weeks	From receipt of full contract package. All referenced documents required.
Approval of Submittals	TBD	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.
Manufacturing and Delivery	14 weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time. Delivery times may be extended due to delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, availability of personnel, logistics providers, and supply chains.
Notice to commence on site and site check	2 weeks	Prior to starting the installation, KONE requires a two-week notice to inspect the site to ensure it fulfils the requirements set by KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.
Removal and Installation	6-7 weeks	Only after the site has passed the Site Check inspection, the removal of existing equipment and installation can start.
Testing and Commissioning	1-2 weeks	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.



Warranty / maintenance

Our Proposal includes KONE 24/7 Connected Services. Existing maintenance contract will be placed on hold during modernization and reinstated upon completion.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

Tariffs

Please note: This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, whether in the US or Canada, if further tariff legislation impacts the work included in this proposal, and KONE's price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.

Payment terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's invoices):

30%	Engineering & Site Management
50%	Material
20%	Installation

KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

Sourcing

This Proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our Proposal.



Confidentiality

Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited. Copyright © 2020 KONE Inc. All rights reserved.

Completion

The price is based on KONE completing its work by June 30, 2022, and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

Storage/delivery/remobilization

This Proposal is based on the site being handed over to KONE in accordance with KONE Site Safety Requirements, per Bid Attachment "B," on the agreed dates. Any changes to such dates are considered a change to the schedule and KONE shall be entitled to an extension of time and to recover all costs related to such changes and an extension of time. If the Site Requirements are not complete, KONE will not deliver the unit equipment to the job site. If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage (\$1,600 / month per unit) and labor for double handling of the materials (\$4,000) shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of \$4,000 per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer's sole risk and cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE's work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.

Phone

This proposal includes one standard, hands-free ADA compliant speakerphone per cab. It will automatically dial to a determined location. A KONE Care – Emergency Phone Monitoring or Wireless Phone service agreement must be completed, (either accepting or denying KONE's monitoring service) two weeks prior to final inspection.

Inspections

This Proposal includes one final inspection by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE's sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing rates. During the final testing, a representative of the fire-life-safety contractors will be required (at no cost to KONE) while testing the elevators. No overtime has been included in this Proposal.

Changes to the work

KONE shall not be required to proceed with any Customer requested change to its Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. This includes, but is not limited to, any changes or revisions, accelerations, resequencing, suspension of KONE's schedule of Work or other delays outside of KONE's control. However, should KONE agree to proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such agreement by KONE is conditioned on the Extra Work being converted promptly to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds 10% of the Agreement Price, or if there is a reasonable safety concern, a product limitation, or it is unreasonable to proceed. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, shall be construed to be a waiver of Subcontractor's right to seek payment for the Extra Work performed, or to obtain a Change Order at a later date. Customer shall remain directly liable to KONE for payment for changed or Extra Work ordered by the Customer for delays caused by Customer or others subordinated to Customer.



Proposal Acceptance

We have read in full and accept the content of this Proposal and all attachments.

Project Name: Morgantown Police Department MONO500

Proposal No: T-0004768688

Site Address: 389 Spruce St.,
Morgantown, WV 26505

Total Sales Price: \$336,780.00

Customer

City of Morgantown

Date

Signature

Printed name



The City of Morgantown
West Virginia



**FIRE DEPARTMENT
ADMINISTRATIVE OFFICES
BUSINESS PHONE
(304) 284-7480**

**300 SPRUCE STREET
MORGANTOWN, W.V. 26505
FAX: (304) 284-7503**

Date: November 11, 2021

To: Kim Haws-City Manager

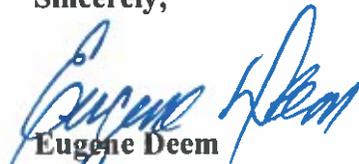
From: Eugene Deem-Fire Chief

Re: Purchase of Replacement Bunker Gear

The Morgantown Fire Department is requesting authorization to purchase replacement bunker gear for a project that was outlined in the 2021-22 capital budget. The City of Morgantown is part of a membership organization that allows government agencies to make purchases through a Master Interlocal Cooperative Act agreement with the Houston-Galveston Area Council. Houston Galveston is a national contracting agency which establishes and provides nationally leveraged and competitively solicited purchasing contracts. This project is fully funded in the Capital Budget for 2021-22.

This project would be covered by this agreement. The replacement bunker gear price will be \$ 58,625.00. This will replace gear for 14 members of our Fire Department.

Sincerely,


**Eugene Deem
Fire Chief**



33596 Sterling Ponds Blvd
Sterling Heights, MI 48312
PH 586-840-3200 FX 586-840-3201
BILL TO

0103477
MORGANTOWN, CITY OF
389 SPRUCE ST
MORGANTOWN, WV 26505-5579

Quotation

Item 10F.

QUOTE #	35002100
LOCATION	35
DATE	10/01/21
PAGE	1 of 1

SHIP TO

MORGANTOWN FIRE DEPT
300 SPRUCE ST
MORGANTOWN, WV 26505-5548

HGAC Buying Contract ID# - 21-11357

QUOTE DATE 09/30/21	EXPIRE DATE 10/30/21	REQUIRED DATE	REFERENCE NUMBER TOG	PAYMENT TERMS 2% 10 NET 30
PREPARED BY JENNIFER SINE PH 937-824-4400		CONTACT JOHN LEMLEY		SHIP VIA UPS GROUND
FREIGHT TERMS PREPAY & ADD		FOB		SALES PERSON BRETT GREENLEE

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
HONTOG-COAT-TF TURN OUT GEAR COAT MORNING PRIDE	14	2125.00	EA	29,750.00
HONTOG-PANTS-TF TURN OUT GEAR PANTS MORNING PRIDE	15	1925.00	EA	28,875.00

FREIGHT WILL BE ADDED TO
INVOICE

*DEEM
LEMLEY
WOLFE
HAGEDORN
GILES
DEBERRY
LYONS
DANIELS
S.MORRIS
CHISLER
N.MORRIS
STAKE
OLSZEWSKI
MCCAIN*

BRAGG (PANTS ONLY)

Accepted:

By: _____

Date: _____

MERCHANDISE TOTAL	TAX	FREIGHT/HANDLING	QUOTE TOTAL
58,625.00	0.00	0.00	58,625.00

Terms and Conditions are available on our website
www.premiersafety.com





**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC21-11357
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and City of Morgantown, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at 300 Spruce Street Morgantown, WV 26505.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on 07/27/2021 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began 07/01/2021 and ends 06/30/2022. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of Morgantown

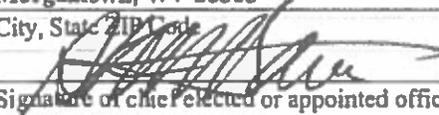
Name of End User (local government, agency, or non-profit corporation)

300 Spruce Street

Mailing Address

Morgantown, WV 26505

City, State, ZIP Code

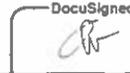
 9/9/21
Signature of chief elected or appointed official | Date

A. Kim Haws, City Manager

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By:  _____

Executive Director

Date: 11/9/2021

Ordinance No. 2021-_____

**AN ORDINANCE AMENDING ARTICLE 373 OF THE CITY CODE
RELATING TO BICYCLES**

WHEREAS, the City of Morgantown suffers persistent traffic congestion on its roadways, which limits the ability of residents to travel freely and conduct their business and personal affairs; and

WHEREAS, the most efficient and cost-effective method of immediately decreasing this traffic congestion is the use of alternative modes of transportation; and

WHEREAS, the regulation of traffic to permit safe and efficient use of alternative modes of transportation is likely to increase those transportation modes and decrease traffic congestion; and

WHEREAS, bicycling is an effective alternative mode of transportation available to many residents and roadway users; and

WHEREAS, the City has begun to promote the use of bicycles as an alternative mode of transportation by installing on designated traffic corridors lane markings and signage promoting awareness of the availability of cycling on roadways and shared roadway usage by motor vehicles and bicycles; and

WHEREAS, these roadway improvements are designed as temporary measures to ingrain proper habits regarding roadway use; and

WHEREAS, these efforts to ensure proper roadway use and decrease reliance on additional markings and signage will be promoted by an increase in the proper use of bicycles on roadways; and

WHEREAS, this ordinance will regulate bicycle traffic in a way that promotes ease of use of bicycles for travel and the efficient movement of bicycle riders along with motor vehicles and pedestrians in the public rights-of-way; and

WHEREAS, the City is authorized by West Virginia Code sections 8-12-5(4) and 17C-2-8(a)(8) to regulate the use of bicycles on roadways under its jurisdiction;

NOW THEREFORE, The City of Morgantown hereby ordains that Article 373 of the City Code is amended as follows:

373.01 COMPLIANCE; CODE APPLICATION TO BICYCLES.

~~(a) No person shall do any act forbidden or fail to perform any act required in this article.~~

~~—(b) The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this Traffic Code.~~

~~—(c) These regulations applicable to bicycles shall apply whenever a bicycle is operated upon any street or highway, or upon any path set aside for the exclusive use of bicycles, and upon the Rails to Trails pathway and other shared use or mixed use path within the City, subject to those exceptions stated herein. The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this Article.~~

~~—Bicycle activity on the City's Rails to Trails pathway and all realty owned or leased by the City or any of its boards or commissions is subject to the regulations within this article.~~

373.02 OBEDIENCE TO TRAFFIC RULES; EXCEPTIONS.

(a) Every person riding a bicycle upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this Traffic Code, except as to special regulations in this article and except as to those provisions of this Traffic Code which by their nature can have no application.

(b) Any person operating a bicycle shall obey the instructions of official traffic control signals, signs and other traffic control devices applicable to vehicles, unless otherwise directed by a police officer or this Article.

(c) Stopping – Turn and Stop Signals. The following rules shall apply to operation of a bicycle with respect to traffic control signs, devices, and signals regulating stopping and turning:

(1) A person operating a bicycle approaching a stop sign shall slow down and, if required for safety, stop before entering the intersection. After slowing to a reasonable speed or stopping, the person shall yield the right-of-way to any vehicle in the intersection or approaching on another highway so closely as to constitute an immediate hazard during the time the person is moving across or within the intersection or junction of highways, except that a person after slowing to a reasonable speed and yielding the right-of-way if required may cautiously make a turn or proceed through the intersection without stopping.

(2) A person operating a bicycle approaching a steady red traffic-control signal shall stop before entering the intersection, except that a person after slowing to a reasonable speed and yielding the right-of-way if required, may cautiously make a right turn without stopping or may cautiously make a left turn onto a one-way street without stopping.

(3) A signal of intention to turn right or left shall be given during the last one hundred feet traveled by the bicycle before turning, provided that a signal by hand and arm need not be given if the hand is needed in the control or operation of the bicycle.

373.03 RIDING UPON SEATS; NUMBER OF PERSONS.

- (a) A person propelling a bicycle shall not ride other than upon or astride a permanent and regular seat attached thereto.
- (b) No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.

373.04 ATTACHING BICYCLE OR SLED TO VEHICLE.

No person riding upon any bicycle, coaster, skateboard, roller skates, sled or toy vehicle shall attach the same or himself to any vehicle upon a roadway.

373.05 RIDING ON ROADWAYS AND BICYCLE PATHS.

Persons riding bicycles upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.

373.06 CARRYING ARTICLES.

No person operating a bicycle shall carry any package, bundle or article which prevents the driver from keeping at least one hand upon the handlebars.

373.07 LIGHTS AND REFLECTOR ON BICYCLE; SIGNAL DEVICE; BRAKES; HELMET.

(a) ~~Every bicycle when in use~~ person operating a bicycle on a roadway at nighttime shall be equipped with use a lamp ~~on the front~~ which shall emit a white light visible from a distance of at least 500 feet to the front and ~~with~~ a red reflector on the rear of a type approved by the Department of Motor Vehicles which shall be visible from all distances from fifty feet to 300 feet to the rear when directly in front of lawful upper beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear, with a steady or intermittent beam, may be used in addition to or as an alternative to the red reflector, and a bicycle or its rider may be equipped with lights or reflectors in addition to those required by law.

(b) Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheels skid on dry, level, clean pavement.

(c) No person under fifteen years of age shall operate or be a passenger on any bicycle on a public roadway, public bicycle path or other public right-of-way unless at all times when the person is so engaged he or she wears a protective bicycle helmet of good fit, fastened securely upon the head with the straps of the helmet. ~~unless he or she is wearing securely fastened on his or her head by either neck or chin strap, a protective helmet that is designed to deflect blows, resist~~

~~penetration and spread impact forces, which protective helmet shall meet or exceed the specifications of ANSI Z90.4.~~

[Source: *W. Va. Code* § 17C-11A-4 – note: red light alternative to reflector not permitted]

373.08 RIDING ON SIDEWALKS.

- ~~(a) No person shall ride a bicycle upon a sidewalk within a business district~~
- ~~(b) No person fifteen or more years of age shall ride a bicycle upon any sidewalk in any district.~~
- ~~(c) Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right of way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.~~
- ~~(d) No person shall ride a skateboard or platform with wheels attached or propel themselves with roller skates upon any sidewalk within the Central Business District. Such Central Business District shall be encompassed by the boundary streets of the Monongahela River on the west; both sides of Spruce Street on the east; both sides of Willey to the north; and both sides of Foundry to the south.
(Ord. 10-6-87.)~~

373.09 PARKING OF BICYCLE.

~~No person shall~~ Any person operating a bicycle may only park the bicycle in an area where a motor vehicle may be parked, park a bicycle upon a street other than upon the roadway against the curb, or upon the sidewalk in a rack to support the bicycle or affixed to a post or other public facility capable of supporting the bicycle , or against a building in such a manner as to afford the least obstruction to pedestrian traffic.

373.10 RECKLESS OPERATION; CONTROL, COURSE AND SPEED.

- ~~No person shall operate a bicycle: (a) W- without due regard for the safety and rights of pedestrians and drivers and occupants of all other vehicles, and so as to endanger the life, limb or property of any person while in the lawful use of the streets or sidewalks or any other public or private property;~~
- ~~(b) Without exercising reasonable and ordinary control over such bicycle;~~
- ~~(c) In a weaving or zigzag course unless such irregular course is necessary for safe operation in compliance with law;~~
- ~~(d) Without both hands upon the handle grips except when necessary to give the required hand and arm signals, or as provided in Section [373.06](#);~~
- ~~(e) At a speed greater than is reasonable and prudent under the conditions then existing.~~

373.99 PENALTY.

(EDITOR'S NOTE: See Section [303.99](#) for general Traffic Code penalty.)

First Reading:

Adopted:

Mayor

Filed:

Recorded:

City Clerk

Resolution No. 2021-__

A RESOLUTION SUPPORTING THE HUMAN RIGHT TO FOOD

WHEREAS, the City of Morgantown, West Virginia dedicates deliberate and continuous attention to human relations and human rights of its residents and visitors; and

WHEREAS, Morgantown has a long history of safeguarding the right and opportunity of all persons to be free from all forms of discrimination and striving to be an inclusive community for all of our residents and visitors; and

WHEREAS, the City of Morgantown has been committed for some years to obtain and apportion federal funds specifically addressing food insecurity within the community, including but not limited to federal CARES act monies; and

WHEREAS, the City of Morgantown has accepted an award of Community Development Block Grant Program – CARES Act funds in the amount of \$500,000.00 from the West Virginia Development Office, which will be used to provide food support to low- and moderate-income families in Morgantown; and

WHEREAS, denial of basic human rights, including the right to food, to individuals is destructive to a free and democratic society; and

WHEREAS, improving access to healthy and affordable food is a critical public health issue, and the City of Morgantown is invested in improving access to food in food deserts and across the City; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Morgantown strives to realize the right to food of all its residents; and

BE IT FURTHER RESOLVED, that the City of Morgantown supports physical and economic access to healthy and affordable food, which shall include consideration of, but not be limited to, full-service grocery stores, incorporation of educational components into efforts to expand food access, nonprofit and coop models for grocery stores, and expansion of community gardens; and

BE IT FURTHER RESOLVED, that the City of Morgantown supports the right of the people to sustainably grow, raise, harvest, produce, and consume food of their own choosing for their own nourishment, sustenance, bodily health, and well-being; and

BE IT FURTHER RESOLVED, that the City of Morgantown will strive to realize the right to food of its residents through supporting the expansion of Supplemental Nutrition Assistance Program (SNAP) and the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) enrollment efforts; and

BE IT FURTHER RESOLVED, that the City of Morgantown adopts this resolution to recognize the right to food of individuals as a basic human right that requires protection in order to ensure a free, democratic, and inclusive society.

Adopted this _____ day of _____, 2021

Mayor

City Clerk



FIRE DEPARTMENT
ADMINISTRATIVE OFFICES
BUSINESS PHONE
(304) 284-7480

The City of Morgantown
West Virginia



300 SPRUCE STREET
MORGANTOWN, W.V. 26505
FAX: (304) 284-7503

Date: November 16, 2021
To: Kim Haws-City Manager
From: Eugene Deem-Fire Chief
Re: Pierce Enforcer 100' AAT Ladder

The Morgantown Fire Department is requesting authorization to purchase a Pierce Enforcer 100' AAT Ladder for a project that has been outlined in the 2021-22 capital budget. The City of Morgantown is part of a membership organization that allows government agencies to make purchases through a Master Interlocal Cooperative Act Agreement with the Houston-Galveston Area Council. Houston Galveston is a national contracting agency which establishes and provides nationally leveraged and competitively solicited purchasing contracts. We have secured a quote with Atlantic Emergency Solutions, Inc. for \$ 1,545,790.00. If we make a payment within 15 days of contract signing for total of contract amount we will save \$ 45,000.00, making the new total \$1,501,717.00. This price is locked in until January 31, 2022. If we sign after February 1st the expected increase to the total cost will be 7%-roughly \$ 108,205.00.

Funding for this purchase in the amount of \$ 1,340,177.45 in our Capital Outlay Vehicles and the remaining difference of \$ 161,539.55 will be transferred from our Capital Outlay Equipment line to secure the funding for this project. This is a 14 month build time from the date of purchase until we take possession of new apparatus.

Sincerely,

Eugene Deem
Fire Chief

ATLANTIC



EMERGENCY SOLUTIONS

This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and Morgantown WV Fire Department, ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. **Purchase and Payment.** Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Apparatus") as more fully described in the specifications attached hereto as **Exhibit A** (the "Specifications") and incorporated herein for the total purchase price of **\$1,545,790.00 USD** (the "Purchase Price"). Payment shall be made as set forth on **Exhibit A**. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control.

2. **Changes to Specifications.** If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. **Cancellation or Default by Customer.** If Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this number of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer after delivery, Atlantic may recover full possession of the Apparatus by any lawful means and shall be entitled to any additional damages sustained by Atlantic because of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

4. **Delivery, Inspection and Acceptance.** (a) **Delivery.** It is estimated that the Apparatus shall be ready for delivery F.O.B. AES Hagerstown, Maryland Regional Service Center within 495 days from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b)

Inspection and Acceptance. Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

5. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally recognized commercial overnight courier.

Dealer:
Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer:
Morgantown Fire Department
300 Spruce Street
Morgantown, West Virginia 26505

6. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the "Warranty") and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND **EXHIBIT B** TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS, OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer's purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic's control which make Atlantic's performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated after the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

CUSTOMER: Morgantown Fire Department

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**SPECIFICATIONS AND
PURCHASE DETAIL FORM**

Atlantic Emergency Solutions, Inc.
 Director of Order Management
 12351 Randolph Ridge Lane
 Manassas, Virginia 20109
 Fax (703) 257-2572

Date: 5/6/2021

Customer Name: Morgantown Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Enforcer	100' AAT	\$1,545,790.00
			\$
			\$
			\$
			\$

Payment Terms: Payment Due before or upon Delivery of Vehicle

Other Terms: If doing Pre-Pay Discount. Payment must be made within 15 days of contract signing for total of contract amount minus \$45,000.00 for the Pre-Pay Discount. New Total if this is chosen would be \$1,501,717.00. This includes the HGAC fee and a performance bond for the contract total. This Pricing is locked until January 31st, 2022.

Vehicle will not be used for any demos or shows prior to delivery to the department. Vehicle will be driven under its own power from the Pierce Factory to the Hagerstown Md. Service Center for its delivery.

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Training shall be provided to the customer by a dealer representative at a mutually agreed time and date after apparatus delivery.

If any portion of the Purchase Price is to be made after delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

**(A complete copy of all applicable warranties is attached
hereto and incorporated herein by this reference.)**



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC21-11357
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and City of Morgantown, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at 300 Spruce Street Morgantown, WV 26505.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on 07/27/2021 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began 07/01/2021 and ends 06/30/2022. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of Morgantown
Name of End User (local government, agency, or non-profit corporation)

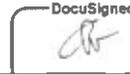
300 Spruce Street
Mailing Address

Morgantown, WV 26505
City, State ZIP Code

 9/9/21
Signature of chief elected or appointed official | Date

A. Kim Haws, City Manager
Typed Name & Title of Signatory

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX
77027

By: 
Executive Director

Date: 11/9/2021