



# The City of Morgantown

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

Office of the City Clerk

## AGENDA REGULAR MEETING

December 15, 2020  
7:00 p.m.

To protect public health during the COVID-19 pandemic, personal attendance at the meeting is not permitted. This meeting will take place via WebEx at <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> using the meeting number 793 734 477. The meeting will be broadcast live on Morgantown 15 and live-streamed via the City of Morgantown website at <https://morgantownwv.viebit.com/>. The public can also listen live by calling 408-418-9388 and using the access code 793 734 477. If members of the public wish to comment on a particular issue or public hearing, they should fill out the public comment sign-up form on our website, prior to the start of the meeting which can be found at: <https://bit.ly/MCC121520>. Additionally, the public can submit written comments via email to the City Clerk at [cwade@morgantownwv.gov](mailto:cwade@morgantownwv.gov).

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **PLEDGE:**

4. **APPROVAL OF MINUTES:** November 18, 2020, Regular Meeting minutes; December 1, 2020, Regular Meeting minutes

5. **CORRESPONDENCE:**

- A. International Human Rights Day Proclamation
- B. Human Rights Day Awards

6. **PUBLIC HEARINGS:**

- A. **AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY HEALTH DEPARTMENT AT THE AIRPORT**
- B. **AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF A SUBDIVIDED PORTION OF PARCEL 33 OF MAP 55 ON BURROUGHS STREET FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO B-2 SERVICE BUSINESS DISTRICT**

7. **UNFINISHED BUSINESS:**

- A. **BOARDS & COMMISSIONS:**

8. **PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL**

**AND ADOPTED BY RESOLUTION:**

**9. SPECIAL COMMITTEE REPORTS:**

- A. **COMMUNITY POLICING & CITIZENS REVIEW BOARD** – *Deputy Mayor Fetty, Chair; Mayor Dulaney, Vice-Chair*
- B. **SPECIAL COMMITTEE ON UNSHELTERED HOMELESSNESS** – *Mayor Dulaney, Chair; Councilor Cruze, Vice-Chair; Deputy Mayor Fetty, Member; Councilor Selin, Member; and Councilor Harshbarger, Member.*

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

- A. Consideration of **(SECOND READING) of AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY HEALTH DEPARTMENT AT THE AIRPORT** (*First reading December 1, 2020*)
- B. Consideration of **(SECOND READING) of AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF A SUBDIVIDED PORTION OF PARCEL 33 OF MAP 55 ON BURROUGHS STREET FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO B-2 SERVICE BUSINESS DISTRICT** (*First reading December 1, 2020*)

**11. NEW BUSINESS:**

- A. Consideration of **APPROVAL of (FIRST READING) of AN EMERGENCY ORDINANCE 2020-6 CONTINUING THE STATE OF EMERGENCY AND AUTHORIZING PUBLIC HEALTH MEASURES TO PREVENT HARM TO THE PUBLIC DURING THE COVID-19 PANDEMIC**
- B. Consideration of **APPROVAL of A RESOLUTION AUTHORIZING CITY MANAGER KIM HAWS AS AN AUTHORIZED AGENT OF THE CITY OF MORGANTOWN FOR THE TRANSACTING OF FUNDS IN THE DESIGNATED BANKING AND FINANCIAL INSTITUTIONS**
- C. Consideration of **APPOINTING A CITY REPRESENTATIVE TO THE MON COUNTY DEVELOPMENT AUTHORITY**
- D. Consideration of **APPROVAL of BID CALL RESULTS FOR SALT BID (CALL 2021-06)**
- E. Consideration of **APPROVAL of BID CALL RESULTS FOR 430 SPRUCE STREET PARKLET PROJECT (BID CALL 2021-08)**
- F. Consideration of **APPROVAL of REPLACEMENT VEHICLE FOR BUILDING MAINTENANCE TRUCK #218**

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

**13. REPORT FROM CITY CLERK:**

- A. City Council Candidate Election Requirement

**14. REPORT FROM CITY ATTORNEY:**

**15. REPORT FROM COUNCIL MEMBERS:**

**16. EXECUTIVE SESSION:**

- A. Pursuant to West Virginia Code Section 6-9A-4 (2) (B) (12) to discuss potential or pending Litigation

**17. ADJOURNMENT:**

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

**City of Morgantown**  
389 Spruce Street, Morgantown, WV 26505

**MINUTES**  
**REGULAR MEETING**  
**November 18, 2020**

The Regular Meeting of the Common Council of the City of Morgantown was held via Webex on Tuesday, November 18, 2020, at 7:25 p.m.

To protect public health during the COVID-19 pandemic, personal attendance at the meeting was not permitted. The meeting took place via WebEx at <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> using the meeting number 793 734 477. The meeting was broadcast live on Morgantown 15 and live-streamed via the City of Morgantown website at <https://morgantownwv.viebit.com/>. The public could listen live by calling 408-418-9388 and using the access code 793 734 477. If members of the public wished to comment on a particular issue or public hearing, they were asked to complete a public comment sign-up form on our website prior to the start of the meeting, which could be found at: <http://bit.ly/MCC10202020>. Additionally, the public could submit written comments via email to the City Clerk at [cwade@morgantownwv.gov](mailto:cwade@morgantownwv.gov).

**PRESENT:** Via Webex were Interim City Manager Emily Muzzarelli, Interim City Attorney Matthew Elshiaty, City Clerk Christine Wade, Mayor Ron Dulaney, Jr., Deputy Mayor Rachel Fetty, and Council Members Bill Kawecki, Zack Cruze, Jenny Selin, Dave Harshbarger, and Barry Wendell.

The meeting was called to order by Mayor Dulaney.

**APPROVAL OF MINUTES:** November 4, 2020, Special Meeting minutes and November 4, 2020, Regular Meeting minutes were approved by consensus as printed.

**CORRESPONDENCE:** Mayor Ron Dulaney Jr. read a proclamation recognizing November 28, 2020, as Small Business Saturday in Morgantown. This proclamation urges the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year. Mayor Ron Dulaney Jr. read a proclamation recognizing November 13, 2020, as GIS Day in the City of Morgantown. This proclamation encourages citizens to recognize and value mapping technology.

**PUBLIC HEARING: AN ORDINANCE AMENDING ARTICLE 103 WARDS AND BOUNDARIES**

Mayor Dulaney declared the Public Hearing open.

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

**UNFINISHED BUSINESS:** None

**BOARDS & COMMISSIONS:**

Motion by Deputy Mayor Fetty, second by Councilor Selin, to reappoint, by consensus, Kimberly Kelly, to the Health & Wellness Commission for another 3-year term. New term will be 1/1/2021 – 12/31/2023.

Motion by Councilor Kawecki, second by Councilor Selin, to reappoint, by consensus, Patrick Kirby, to the Morgantown Land Reuse and Preservation Agency Board for another 3-year term. New term will be 1/1/2021 – 12/31/2023.

**PUBLIC PORTION:**

Mayor Dulaney declared the Public Portion open.

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

**SPECIAL COMMITTEE REPORTS:**

**Community Policing and Citizens Review Board** –Deputy Mayor Fetty updated council of the recent meeting of the Special Committee on Community Policing and Citizens Review Board. The Committee is continuing to work on the language for the ordinance to establish a Citizens Review Board. Deputy Mayor Fetty invited all to attend future meetings. She thanked Mayor Dulaney for assisting and shared that the next meeting will be December 7, 2020, at 3:00 pm.

# City of Morgantown

**Special Committee on Unsheltered Homelessness** – Mayor Dulaney shared information related to this Special Committee. He continues to receive emails from participants indicating which areas they would like to participate in. He plans to email the participants with the results of the responses from participants hopefully next week.

## CONSENT AGENDA:

**AN ORDINANCE AMENDING ARTICLE 103 WARDS AND BOUNDARIES** (First reading November 4, 2020, Second reading November 18, 2020)

Motion by Councilor Selin, second by Councilor Harshbarger, to approve the above Ordinance. Motion carried 7-0.

## NEW BUSINESS:

**A JOINT COLLABORATION AGREEMENT WITH MONONGALIA COUNTY DEVELOPMENT AUTHORITY, MONONGALIA COUNTY COMMISSION, AND WEST VIRGINIA UNIVERSITY AUTHORIZING THE COMMITMENT OF FUNDS FROM THE WILEY, SPRUCE, BROCKWAY TIF DISTRICT (TIF #4) FOR THE REDEVELOPMENT FOR THE DISTRICT**

Interim City Manager Emily Muzzarelli explained. Russ Rogerson spoke regarding the agreement. After discussion, motion by Deputy Mayor Fetty, second by Councilor Harshbarger, to approve the above entitled Joint Collaboration Agreement. Motion carried 7-0.

**A RESOLUTION APPROVING AND AUTHORIZING THE SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) OF THE SUBSTANTIAL AMENDMENT TO THE FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN**

Interim City Manager Emily Muzzarelli explained. After discussion, motion by Deputy Mayor Fetty, second by Councilor Harshbarger, to approve the above entitled Resolution. Motion carried 7-0.

**A RESOLUTION AUTHORIZING CERTAIN INDIVIDUALS OF THE CITY OF MORGANTOWN TO TRANSACT BUSINESS WITH THE CITY'S VARIOUS BANKING AND BROKERAGE INSTITUTIONS**

Interim City Manager Emily Muzzarelli explained. Motion by Councilor Harshbarger, second by Councilor Kawecki, to approve the above entitled Resolution. Motion carried 7-0.

**A RESOLUTION AUTHORIZING INTERIM CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE WEST VIRGINIA DEVELOPMENT OFFICE FOR A UNITED STATES INTERIOR, NATIONAL PARK SERVICE LAND AND WATER CONSERVATION FUND GRANT FOR VENTURE OUTFITTERS RENTAL FACILITY AT THE WALNUT STREET LANDING**

Interim City Manager Emily Muzzarelli explained. After discussion, motion by Councilor Selin, second by Councilor Kawecki, to approve the above entitled Resolution. Motion carried 7-0.

## CITY MANAGER'S REPORT:

### Information:

#### **A. Budget Calendar Presentation**

Interim City Manager Emily Muzzarelli presented council with a proposed budget calendar for the upcoming year. She noted that there has been a change from past years, considerations have been made to allow for council to provide input prior to stating the budgeting process and an emphasis has been put into transparency, council involvement, and fiscal stability as they head into the FY 2022 budgeting season.

**REPORT FROM CITY CLERK:** shared that she has received positive feedback on the city's new online code. She also shared information related to the new software Municode Meetings which is a meeting management solution that will be utilized to create agendas, minutes, allow for council voting, etc. This software will not just a benefit of the clerk's office. It will also benefit City Council, city staff, and Boards and Commissions. The result is to streamline the process to allow for agendas to be consistent and ensure that all the information required for an agenda such as location and how to participate is always included and appropriate so

# City of Morgantown

that community members are able to efficiently participate in meetings. Knowing that there are unlimited meetings and unlimited users, the plan is to be able to provide all our boards and commissions with some information about how they can benefit from this meeting management solution also. Some features such as setting workflow, timelines, council voting, etc. City Clerk staff are continuing to meet with Andrew and Michaela with our Communications Department about marketing for the election, innovative ideas to help assist citizens with registering to vote if they have not already, and much more. She shared that she met with Aisury Vasquez, Diversity Outreach Coordinator in the Division of Diversity, Equity, and Inclusion with WVU to discuss how she can assist with providing training for poll workers. Efforts have been made to host that training at the Metropolitan Theatre if necessary, to comply with COVID-19 guidelines.

**REPORT FROM CITY ATTORNEY:** Interim City Attorney Matt Elshiaty spoke to the responses from City Council related to ordinance language regarding use and operation of electric bicycles within the city which touches on some traffic codes. He asked that council members forward comments or questions to him.

## **REPORT FROM COUNCIL MEMBERS:**

**COUNCILOR WENDELL:** provided the following report.

“Thank you, Emily Muzzarelli for your work as Acting City Manager the last few months.

Please be careful if you plan to travel over Thanksgiving. Wear a mask if you go anywhere the next few weeks.

I'm looking forward to working with Kim Haws, the new City Manager.

Congratulations to Ryan and Marion on the birth of their son Hector.”

**COUNCILOR HARSHBARGER:** thanked Acting City Manager Emily Muzzarelli for a job well done and shared that he looks forward to working with our new City Manager Kim Haws when he begins working. He thanked BOPARC for the work they did on Monday as there was a lot of unnamed trash that was bagged and laid about the rail trail between the Marilla Center and the Arboretum. BOPARC was contacted Monday morning about that and it was picked up on Monday afternoon.

**COUNCILOR SELIN:** shared related to Small Business Saturday that there are about five new businesses that have opened recently during COVID-19 in the downtown area. Also, the Mills Group unveiled their new mural downtown and it was interesting to see all the activity going on in the middle of a pandemic. At Krepps Park there is a lovely book in the park, and it is a collaboration between the library and BOPARC. It is a children's book which you start reading at the lower large picnic shelter near the playset and you follow the pages toward the dog park. Councilor Selin shared that she has enjoyed that with her Grandson, along with other grandparents, as well as parents in the neighborhood. There are sequential signs that were developed by the library that were placed in the park, as well as the Botanic Garden. It is a something nice and safe for families to do. Also, over the weekend when it was raining, she went to the Botanic Garden and there was a scarecrow exhibit that is getting toward the end of its lifespan. It was nice to look at the different scarecrows that were put up by different organizations around the reservoir area at the Botanic Garden. As the weather gets lousy it is a perfect time to visit some of the places that you might think would be crowded during the rest of the year. She shared her appreciation of the work of Emily Muzzarelli and is happy that our attorney has safely delivered his baby She also shared that she is happy we are all moving forward into the New Year.

**COUNCILOR CRUZE:** shared information related to the scarecrow activity at the West Virginia Botanic Gardens. He liked the creative ways that they have been going out to engage the public during this time. He put up a scarecrow for empty bowls, but after seeing the library's bookworm scarecrow he thinks they are going to lose to the library. He shared his thoughts regarding the interim city manager and stated that he knows he has been very vocal and has not always agreed with things that were said or decisions that were made, but he wanted her to know that he really appreciated her during her time as our city manager. COVID-19t has been incredibly difficult on everyone and he has been really impressed at the way she has been able to be thorough and follow through about really anything she has been given to do during the city manager role. He has been consistently impressed at her response to Council in that they were always incredibly thorough and organized and well-presented. He shared that it is important to call out people's accomplishments. He has been really impressed at how open to discussions she has been. He shared that he is very opinionated and has no problem expressing those opinions, so he appreciated that no matter what he came to her about she handled them professionally.

**COUNCILOR KAWECKI:** thanked everyone for attending the dedication for our first pocket park in the second ward. The South Park Association of Neighbors may have their November/December meeting on December 9<sup>th</sup> due to the holidays. He congratulated and welcomed the new addition to the Simonton family. To the interim city manager, he shared that she did an excellent job and that they are pleased to have her. He is particularly pleased with all city personnel and believes our Citizens need to know what good people we have working for their interest. As well to Ms. Muzzarelli, she has done well in making that continue on.

# City of Morgantown

**DEPUTY MAYOR FETTY:** she acknowledged Ms. Muzzarelli for her heart and the way that she has gone to bat for causes that are not typically part of city responsibilities and that among other things is one of her many remarkable qualities. We are in our eighth month of COVID-19 existence and she is very concerned that we are entering a bit of a dark period which may be common for people this time of the year. She is concerned about our community members, and concerned about isolation, depression, loneliness, and a different kind of distress that is weighing on our community members as they try to figure out how to juggle work, kids being home, or with sick kids and family members. She is cognizant that we are going to be in desperate need of a kind word for one another over the next few months. We have gotten through thus far. Who would have known 10 months ago that we would now have a new city manager, a worldwide pandemic, and that we would lose so many key members of our staff? She encouragingly stated that we have been doing okay. She commended the leadership of our city, from the mayor to the city administrator to all our staff. She stated that we are going to get through this and that we can do this together, but please look out for your neighbors.

**MAYOR DULANEY:** shared that Mainstreet Morgantown had its monthly board meeting and he advised that they will be awarding mural commissions to three artists, so we will soon be seeing more murals downtown. They are also looking at window wraps for some of the vacant storefronts downtown. They will provide a livelier streetscape as well as information for folks on the property. As a follow up from Small Business Saturday by proclamation, he reminded us to support local small businesses throughout our community as they have been hit hard during this pandemic. He advised that he will follow up with city administration regarding the request from the DOH to remove the original parkette downtown as he is aware of the interest to maintain it permanently. He shared some information related to the Op-Ed where he is a co-author, as a mayor with the mayors of Cincinnati, Columbus, Dayton, Youngstown, Pittsburgh, Louisville, and Huntington, and he read a few excerpts from that document that he felt was important. The Op-Ed was published in the Washington Post on Sunday, November 22, 2020. He thanked Interim City Manager Muzzarelli for the work that she has done for our city. He thanked her for her patience as he has been learning a new role and that he really appreciates her professionalism, her work ethic, and her efforts to communicate effectively. He knows now more than ever that we are very fortunate to have her here and he hopes that we can keep her for a while.

**EXECUTIVE SESSION:** Pursuant to West Virginia Code Section 6-9A-4 (2) (B) (12) to discuss potential or pending litigation. Motion by Councilor Kawecky, second by Deputy Mayor Fetty, to go into executive session. Motion carried by acclamation. Present: Interim City Manager, City Attorney, and City Council. Time: 9:03 p.m.

**ADJOURNMENT:** There being no further business, motion by Councilor Cruze, second by Councilor Wendell, to adjourn the meeting. Time: 9:37 p.m.

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City Clerk

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Mayor



## The City of Morgantown

389 Spruce Street  
Morgantown, West Virginia 26505  
(304) 284-7439 Fax: (304) 284-7525  
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Office of the Mayor

### **PROCLAMATION**

- Whereas,** Human Rights Day is observed each year on December 10 and commemorates the adoption of the Universal Declaration of Human Rights by the United Nations General Assembly; and
- Whereas,** this year of 2020 marks the 72nd anniversary of the signing the Universal Declaration, a highly influential document which is credited with reducing human suffering and improving the daily lives of millions by affirming the enduring universality of its perennial values of equality, justice and human dignity; and
- Whereas,** the Universal Declaration is based on the proposition that each person is entitled to a full range of human rights and that it is each person's responsibility to uphold them; and
- Whereas,** the City of Morgantown, located on land of Indigenous people, has been built by generations of colonists and inhabitants, including visitors, immigrants, refugees and asylees who have worked together to create a community, where people can live and work without fear of discrimination; and
- Whereas,** the City of Morgantown has committed itself by adopted policies to provide equal opportunity for its residents and visitors for participation in local governance, employment, housing, and public accommodation without regard to race, religion, color, national origin, ancestry, blindness, disability, sex, gender identity, sexual orientation, familial status or veteran status; and
- Whereas,** December 10, 2020, is the specific anniversary day of the signing of the Universal Declaration of Human Rights and this anniversary is being celebrated throughout the nation and in nations around the world.

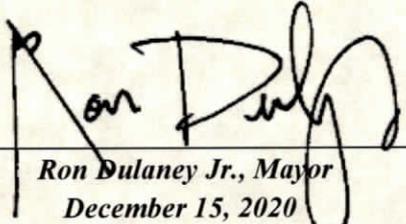
*Now therefore, I, Ron Dulaney Jr., Mayor of the City of Morgantown, West Virginia, on behalf of the City Council, do hereby proclaim the 10th day of December 2020 as*

### **International Human Rights Day**

in Morgantown, West Virginia, and encourage all residents to work together in the coming year on ways we can achieve even greater progress in respecting, protecting, and fulfilling the full range of human rights contained in the Universal Declaration for all members of our community.

Seal:



  
\_\_\_\_\_  
*Ron Dulaney Jr., Mayor*  
December 15, 2020

**AN ORDINANCE AUTHORIZING A LEASE AGREEMENT  
WITH MONONGALIA COUNTY HEALTH DEPARTMENT AT THE AIRPORT**

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached lease agreement with Monongalia County Health Department and such additional documents as necessary to effectuate the lease.

This ordinance is effective upon adoption.

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

\_\_\_\_\_  
Mayor

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

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

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

RECORDED: \_\_\_\_\_

**City of Morgantown**

**AND**

**Monongalia County Health Department**

**Office Lease Agreement**

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**City of Morgantown  
and  
Monongalia County Health Department**

**Office Lease Summary**

<b>TYPE OF AGREEMENT</b>	Office Space
<b>TENANT</b>	Monongalia County Health Department
<b>REPRESENTATIVE(S)</b>	Lee B. Smith, MD
<b>NOTICE ADDRESS</b>	453 Van Voorhis Rd. Morgantown, WV 26505 (304) 598-5100
<b>COMMENCEMENT DATE</b>	December 1, 2020
<b>TERM</b>	Two (2) years
<b>RENEWAL OPTIONS</b>	Two (2) – Two (2) year options
<b>TERMINATION DATE</b>	December 31, 2023
<b>LEASEHOLD/ASSIGNED PREMISES</b>	Office Space, 4653 ft <sup>2</sup> , 75 Hart Field Road building (See Exhibit 1) Land, Approximately 0.56 Acres
<b>INITIAL RENTAL RATE</b>	\$45,000 annually or \$3,750.00 Monthly Finished Office Space 1917ft <sup>2</sup> @ \$15/ft <sup>2</sup> = \$28,755 Unfinished Space 2051 ft <sup>2</sup> @ \$7.92/ft <sup>2</sup> = \$16,245
<b>RENTAL ADJUSTMENT</b>	CPI-W
<b>OTHER FEES, RATES AND CHARGES</b>	Utilities, fire System Monitoring, Backflow prevention testing
<b>AUTHORIZED USE(S)</b>	Health Department activities

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

**City of Morgantown**

**AND**

**Monongalia county Health Department**

**Office Space Lease Agreement**

THIS LEASE AGREEMENT for office space (the "Agreement") is entered into this 1st day of December, 2020, by and between the **CITY OF MORGANTOWN**, a municipal corporation and political subdivision of the State of West Virginia, (the "City"), and **Monongalia County Health Department**, a public corporation located at 453 Van Voorhis Road, Morgantown, WV 26505; (304) 598-5100 (the "Tenant").

**WITNESSETH:**

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

**ARTICLE 1  
PREMISES**

The City hereby leases to Tenant, for its exclusive use as specifically authorized herein, and for no other use except as agreed to, and authorized herein, that space in the building commonly known as the Morgantown Municipal Airport Terminal Building ( the "Terminal"), described below and as shown on **Exhibit 1**, which is attached hereto and incorporated herein by reference (the "**demised premises**").

**Section 1.01 Demised Premises**

1. Office Space: Office Space of Approximately 4653 square feet of space.
2. Land : Approximately 0.56 Acres

**Section 1.02 Acceptance of Demised Premises**

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

**Section 1.03 Use of Demised Premises**

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

**Section 1.04 Prohibited Uses**

The following activities are expressly prohibited.

1. The Tenant may not use any part of the demised premises for any activity or purpose, other than as expressly set forth and authorized in Section 1.03, unless such use is approved, in writing, by the City.

2. The Tenant, and its employees, is prohibited access to, or use of, areas and facilities in the Air Operations Areas of the Airport.
3. Tenant is prohibited from using or permitting the demised premises to be used for the sale to its employees, or to the public, of any goods or services not directly related to those activities authorized in this Agreement.

## **ARTICLE 2 GENERAL REQUIREMENTS**

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

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

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

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

## **ARTICLE 3 TERM AND COMPENSATION**

### **Section 3.01 Initial Term**

The initial term of this Agreement shall be for a two year period, commencing **December 1, 2020**, (Commencement Date) and terminating on **November 30, 2022**.

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

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

1. Tenant shall have the option to renew this Agreement for two (2) additional two (2) year periods.
2. Prior to the conclusion of the initial and all renewal terms, The Tenant and City may initiate discussions regarding a new lease. The Tenant may declare its intention to begin negotiations on a new lease Agreement, in writing, on or before, the 180th day prior to the expiration of this Agreement. Such 180 day period shall expire at midnight of the last day of the Agreement.

3. During said 180 day period, all of the terms and conditions including the amount of rent and other fees to be paid under a new Agreement shall be negotiated in good faith by both parties and reduced to writing and executed. If a written lease Agreement is not executed by the Tenant prior to the end of this negotiation period, this Agreement shall terminate in accordance with its terms.

### **Section 3.03 Termination**

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

### **Section 3.04 Rent**

1. **Office Rent.** The Tenant shall pay an annual office rent of **\$45,000.00**, which is equal to **\$15.00** per square foot for **1917** square feet of finished office space and **\$7.92** per square foot for **2051** square feet of unfinished space. Said agreed rent shall be paid in advance monthly in twelve (12) equal installments of **\$3750.00** due in advance the first day of each month.
2. **Payments:** All payments are to be made at the administrative office of the Morgantown Municipal Airport, 100 Hart Field Road, Morgantown, West Virginia 26505.
3. **Security Deposit:** Operator agrees, with the execution of this agreement to deposit one month's rent with the Airport as a security deposit. The security deposit is made by Operator to secure the faithful performance of all the terms, covenants and conditions of this Agreement to be performed by Operator. If Operator shall default with respect to any covenant or provision hereof, the City may use, apply or retain all or any portion of the security deposit to cure such default or to compensate City for any loss or damage which City may suffer thereby. If the City so uses or applies all or any portion of the security deposit, Operator shall immediately upon written demand deposit cash with City in an amount sufficient to restore the security deposit to the full amount hereinabove stated. City shall not be required to keep the security deposit separate from its general accounts and Operator shall not be entitled to interest on the Security Deposit. Within thirty (30) days after the expiration of the Agreement Term and the vacation of the demised premises by Operator, the security deposit, or such part as has not been applied to cure the default, shall be returned to Operator. In the event of any bankruptcy or other proceeding initiated by or against Operator, it is agreed that all such security deposit held hereunder shall be deemed to be applied by City to rent, sales tax and all other charges due from Operator to City for the last month of the Term and each preceding month until such security deposit is fully applied.
4. **Lease Guarantee:** In the absence of a good business credit history of at least five (5) years prior to the commencement of this Agreement, Operator agrees to arrange for a Lease Guaranty (personal or established business) that shall remain in full force and effect until all monthly installments of rent and charges due during the first 60 months of the Term of the Agreement have been paid, without regard to the security deposit noted above, construction bonds or other collateral held by or for the City for the performance of the terms or conditions of the Agreement, or the receipt, disposition, application, or release of any security deposit, construction bonds or other collateral, now or hereafter held by or for the City.

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

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

Commencing on the first anniversary date of this agreement, and for each one (1) year period thereafter, the annual rental payment shall be adjusted by dividing the initial rental rate by the U.S. City Average of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) published immediately preceding the Effective Date of this Lease, **December 1, 2020**, and multiplying the quotient thereof by the last Index (CPI-W) published immediately preceding each such one (1) year lease period  $\left( \left( \frac{\text{initial rental rate}}{\text{initial CPI-W}} \right) \times (\text{current CPI} - W) = \text{new rental rate} \right)$ . At no time, however, shall said rental be less than the rental paid during the previous year period of this Agreement.

For purposes of this Agreement, the Consumers Price Index means the Index for "Urban Wage Earners and Clerical Workers" for the U.S. City Average as determined by the United States Department of Labor, Bureau of Labor Statistics.

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

### **Section 3.06 Late Charges**

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

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

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

### **Section 3.08 Holding Over**

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

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

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

### **Section 3.10 Dishonored Checks**

If Tenant makes a payment due under this Agreement with a check that has been returned/dishonored by the bank, Tenant shall pay a \$50.00 "Dishonored Check Fee", payable with the next rental payment due after receipt of City's written demand for such fee. This amount is in addition to the "Late Fee". Dishonored Check Fees shall be deemed additional rent.

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

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

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

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

The Tenant shall, at its sole expense, construct on the demised premises, as provided in Sections of this Article 4, additions, and improvements as necessary in furtherance of the purposes set forth in Article 2, and the Tenant shall install herein and thereon such equipment and facilities as the Tenant or the City may deem necessary or desirable. Provided, however, that no improvement of any nature shall be made or installed by the Tenant without the prior written consent of the City as herein provided. Any consent required from City for repairs, improvements, upgrades, installations, fixtures, or other work altering the building or structure where the Premises are located shall be granted only in a writing signed by the City Manager. The Tenant may also be required to provide the City with proof that funds necessary to complete construction of the improvements have been irrevocably dedicated to such construction. All improvements constructed under this Agreement shall be in accordance with the Airport's Tenant Improvement Manual as well as all other applicable laws, rules, regulations and ordinances.

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

1. Additional Construction: The construction of any additional improvement, occurring during the remaining term of this agreement, shall be substantially completed within 12 months of the date of

the City's written approval of the Plans therefore in accordance with the construction schedule approved by the City. In the event of a failure to complete the additional construction within the 12 month period, the City shall have the right to terminate this Agreement pursuant to Article 9 hereof, and make appropriate claims against required performance bonds to complete construction, unless it is determined at sole discretion of the City that there were delays beyond the control of the Tenant.

2. **Construction Period Extensions:** The Tenant may request an extension of the construction period for causes or conditions of delay that are beyond the control of the Tenant (hereinafter referred to as "Force Majeure"). Such conditions of delay may be, by way of example, but not limited to, strikes, acts of God, inability to obtain labor or materials, governmental restrictions, enemy action, civil commotion, fire or other casualty, or failure of the City to carry out its obligations. Accordingly, at the sole discretion of the City, the period for completion of construction shall be extended by the number of days of delay resulting from the Force Majeure.

#### **Section 4.03 Approvals of Future Construction Plans**

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

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

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

#### **Section 4.05 Alterations or Repairs to Premises**

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

#### **Section 4.06 Lien Indemnification**

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

#### **Section 4.07 Cost of Construction and Alterations**

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

#### **Section 4.08 As-built Drawings**

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

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

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

#### **Section 4.10 Ownership of Improvements**

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

#### **Section 4.11 Performance Bonds**

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

### **ARTICLE 5 OBLIGATION OF TENANT**

#### **Section 5.01 Net Lease**

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

#### **Section 5.02 Maintenance and Operation**

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

1. The City remains responsible for the structural integrity of the building structure.
2. Upon occupancy, the Tenant shall be responsible for and perform all maintenance, including but not limited to:
  - a. Janitorial services, providing janitorial supplies, window washing, rubbish, and trash removal.
  - b. Supply and replacement of light bulbs and replacement of all glass in building, including plate glass.
  - c. Replacement of floor coverings.
  - d. Building interior maintenance, including painting, repairing and replacement.
  - e. Repair or replacement of equipment and utilities to include electrical, mechanical and plumbing. All repairs to electrical and mechanical equipment are to be made by licensed personnel. Other repairs are to be made by craftsmen skilled in work done and performing such work regularly as trade.
  - f. The Tenant shall advise the City and obtain City's consent in writing before making changes involving structural changes to the premises, modifications or additions to plumbing, electrical or other utilities
  - g. The Tenant is responsible for maintaining electric loads within the designed capacity of the system. Prior to any change desired by the Tenant in the electrical loading which would exceed such capacity, written consent shall be obtained from the City.
  - h. The Tenant shall provide and maintain hand fire extinguishers for the demised premises in accordance with applicable fire and safety codes.
  - i. Tenant shall always keep monthly fire system monitoring services in place.
  - j. Tenant is responsible for yearly backflow testing and submitting report to City.
  - k. Landscaping and Lawn care maintenance on the demised premises.
3. The City's Airport Director, at his discretion, shall be the sole judge of the quality of maintenance; and the Tenant, upon written notice by the City to the Tenant, shall be required to perform whatever maintenance the City deems necessary. If said maintenance is not undertaken by the Tenant within fifteen (15) days after receipt of written notice, the City shall have the right to enter upon the

demised premises and improvements constructed thereon, and perform the necessary maintenance, the cost of which shall be borne by the Tenant as additional rent which shall be paid by the Tenant to the City in full within ten (10) days after the same has been billed.

**Section 5.03 Utilities**

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

**Section 5.04 Signs**

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

**Section 5.05 Nondiscrimination**

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

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

**Section 5.06 Observance of Statutes and Regulations**

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

**Section 5.07 Airport Security**

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

**ARTICLE 6  
OBLIGATIONS OF THE CITY**

**Section 6.01 Operation as a Public Airport**

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

**Section 6.02 Ingress and Egress**

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

**ARTICLE 7  
CITY'S RESERVATIONS**

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

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

**Section 7.02 Inspection of Demised Premises**

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

**ARTICLE 8  
INDEMNITY AND INSURANCE**

**Section 8.01 Indemnification**

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

**Section 8.02 Insurance**

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

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

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

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

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

### **Section 8.03 Environmental Impairment**

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

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

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

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

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

### **Section 8.06 Performance Bonds**

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

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

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

## **ARTICLE 9 CANCELLATION BY THE CITY**

### **Section 9.01 Events of Default by Tenants**

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

1. Tenant fails to pay rentals, fees and charges when due, and such default continues for a period of ten (10) days after receipt of written notice from the City that such non-payment constitutes an event of default.
2. Tenant fails after receipt of written notice from the City to keep, perform or observe any term, covenant or condition of this Agreement, other than as set forth in paragraph 1 (above) and such failure continues for thirty (30) days after such receipt, or if by its nature such event of default by Tenants cannot be cured within such thirty (30) day period, Tenant fails to commence to cure or

remove such event of default by the Tenant within said thirty (30) days and to cure or remove same as promptly as reasonably practicable.

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

#### **Section 9.02 Remedies for Tenants' Default**

1. Upon the occurrence of an "Event of Default by the Tenant", Tenant shall remain liable to the City for all arrearages of rentals, fees or charges payable hereunder and for all preceding breach (es) of any covenant herein contained. The City, in addition to the right of termination, and to any other rights or remedies it may have at law or in equity, shall have the right of re-entry and may remove all Tenant's persons and property from the demised premises. Upon any such removal, Tenant's property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. Should the City elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may, at any time subsequent to an "Event of Default by the Tenant", either terminate this Agreement or re-let the demised premises and any improvements thereon, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Agreement) at such rentals, fees and charges, and upon such other terms and conditions, as the City, in its sole discretion, may deem advisable, with the right to make alterations repairs or improvements on said demised premises. No re-entry or re-letting of the demised premises by the City shall be construed as an election on the City's part to terminate this Agreement, unless a written notice of such intention is given to the Tenant. In re-letting the demised premises, the City shall make a good faith effort to obtain terms and conditions no less favorable to itself than those contained herein and otherwise seek to mitigate any damage it may suffer as a result of the "Event of Default by the Tenant".
2. Unless the City elects to terminate this Agreement, the Tenant shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until termination of this Agreement at the expiration date set forth herein.
3. In the event that the City re-lets the demised premises, rentals, fees and charges received by the City from such re-letting shall be applied: first, to the payment of any indebtedness other than rentals, fees and charges due hereunder from the Tenant to the City; second, to the payment of any cost of such re-letting; third, to the payment of rentals, fees and charges due and unpaid hereunder; and, the residue, if any, shall be held by the City and applied in payment of future rentals, fees and charges as the same may become due and payable hereunder. Should that

portion of such rentals, fees and charges received from such re-letting applied to the payment of rentals, fees and charges due hereunder be less than the rentals, fees and charges payable during the applicable period, Tenant shall pay such deficiency to the City. The Tenant shall also pay to the City, as soon as ascertained, any costs and expenses incurred by such re-letting not covered by the rentals, fees and charges received from such re-letting.

4. Notwithstanding anything to the contrary in this Agreement, if a dispute arises between the City and Tenant with respect to any obligation or alleged obligation of the Tenant to make payment(s) to the City, the payment(s) under protest by the Tenant of the amount claimed by the Tenant to be due shall not waive any of the Tenants' rights, and if any court or other body having jurisdiction determines all, or any part, of the protested payment was not due, then the City shall as promptly as reasonably practicable reimburse the Tenant any amount determined as not due plus interest on such amount at the highest rate allowable under West Virginia law.
5. Tenant shall pay to the City all reasonable costs, fees (including attorneys and accountants) and expenses incurred by the City in the exercise of any remedy upon an event of default by the Tenant.

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

### **Section 10.01 Event of Default by City**

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

1. The City fails, after receipt of written notice from Tenant, to keep, perform or observe any term, covenant or condition herein contained to be kept, performed or observed by the City and such failure continues for thirty (30) days; or, if, by its nature, such "Event of Default by City" cannot be cured within such thirty (30) day period, the City fails to commence to cure or remove such "Event of Default by City" within said thirty (30) days and to cure or remove the same as promptly as reasonably practicable.
2. The City closes the Airport to flights in general or to the flights of the Tenant, for reasons other than weather, acts of God or other reasons beyond its control, and fails to reopen the Airport to such flights within sixty (60) days of such closure, and such closure negatively affects the Tenant's use of demised premises.
3. The Airport is permanently closed by act of any federal, state or local government agency having competent jurisdiction.
4. The City is unable to use the Airport for a period of at least sixty (60) days due to any law or any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of the airport, or any court of competent jurisdiction issues an injunction in any way preventing or restraining the use of the Airport, or any part thereof, for airport purposes, and such injunction remains in force for a period of at least sixty (60) days and such situation negatively affects the Tenant's use of demised premises.
5. The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict Tenant from conducting its operations, and such restrictions shall continue for a period of at least sixty (60) days.

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

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

remedied and normal operations restored. In addition to its remedy of termination, the Tenant shall be entitled to all other remedies available to it by law or equity.

## **ARTICLE 11 RIGHTS UNDER TERMINATION**

### **Section 11.01 Fixed Improvements**

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

### **Section 11.02 Personal Property**

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

## **ARTICLE 12 ASSIGNMENT AND SUBLETTING**

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

1. Tenant may assign privileges of this agreement, and/or sublease space, in the Demised Premises directly to a parent, subsidiary or affiliate of Tenant, in the furtherance of its approved use of City / Airport facilities as detailed in 2.01, without City approval. However, Tenant remains obligated to notify City in writing of such assignment or sublease. Under such assignment or sublease, the Tenant remains fully responsible for the payment of all rents, fees and charges in accordance with the Agreement.
2. Any assignment of the privileges in this agreement, or sublease of Demised Premises, wherein the assignee/sub-lessee is responsible for the payment of rents, fees and charges directly to the City, must receive the prior approval of the City. In such assignment or sublease, Tenant shall remain liable to the City for the remainder of the term of this Agreement to pay to the City any portion of the rental and fees provided for herein upon failure of the assignee or sub-lessee to pay the same when due.
3. Said assignee or sub-lessee in either case above, shall not further assign or sublease said Agreement or leased space except with the prior written approval of the City and the Tenant herein, and any assignment or sublease agreement initiated by the Tenant to any third party shall contain a clause to this effect.

## **ARTICLE 13 QUIET ENJOYMENT**

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

## **ARTICLE 14 GENERAL PROVISIONS**

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

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

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

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

**Section 14.03 Taxes and Special Assessments**

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

**Section 14.04 Right to Contest**

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

**Section 14.05 License Fees and Permits**

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

**Section 14.06 Non Exclusive Rights**

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

**Section 14.07 Paragraph Headings**

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

**Section 14.08 Interpretations**

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

**Section 14.09 Non-Waiver**

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

**Section 14.10 Severability**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall

not be affected thereby and each other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Section 14.11 Binding Effect**

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

**Section 14.12 No Partnership**

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

**Section 14.13 Duty to be Reasonable**

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

**Section 14.14 Notices**

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

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

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

453 Van Voorhis Rd. Morgantown, WV 26505 (304) 598-5100
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Or such other place as either party shall, by written directive, designate in the manner herein provided.

**Section 14.15 Entire Agreement**

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

**Section 14.16 No Construction Against Drafting Party**

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

**Section 14.17 Third Party Beneficiaries**

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

**Section 14.18 Authorization and Execution**

By its execution hereof, Tenant and the City warrant that all necessary corporate action has been taken with regard to the authorization and execution of this Agreement and that the individual(s) executing this

Lease Agreement on behalf of Tenant is/are duly authorized to do so. Whoever signs this Agreement on behalf of Tenant and the City hereby confirms that they have the appropriate authority and have been so authorized to execute this Agreement on behalf of Tenant and City, respectively.

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

**CITY OF MORGANTOWN**

**MONONGALIA COUNTY HEALTH DEPARTMENT**

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

**Kim Haws**  
City Manager

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

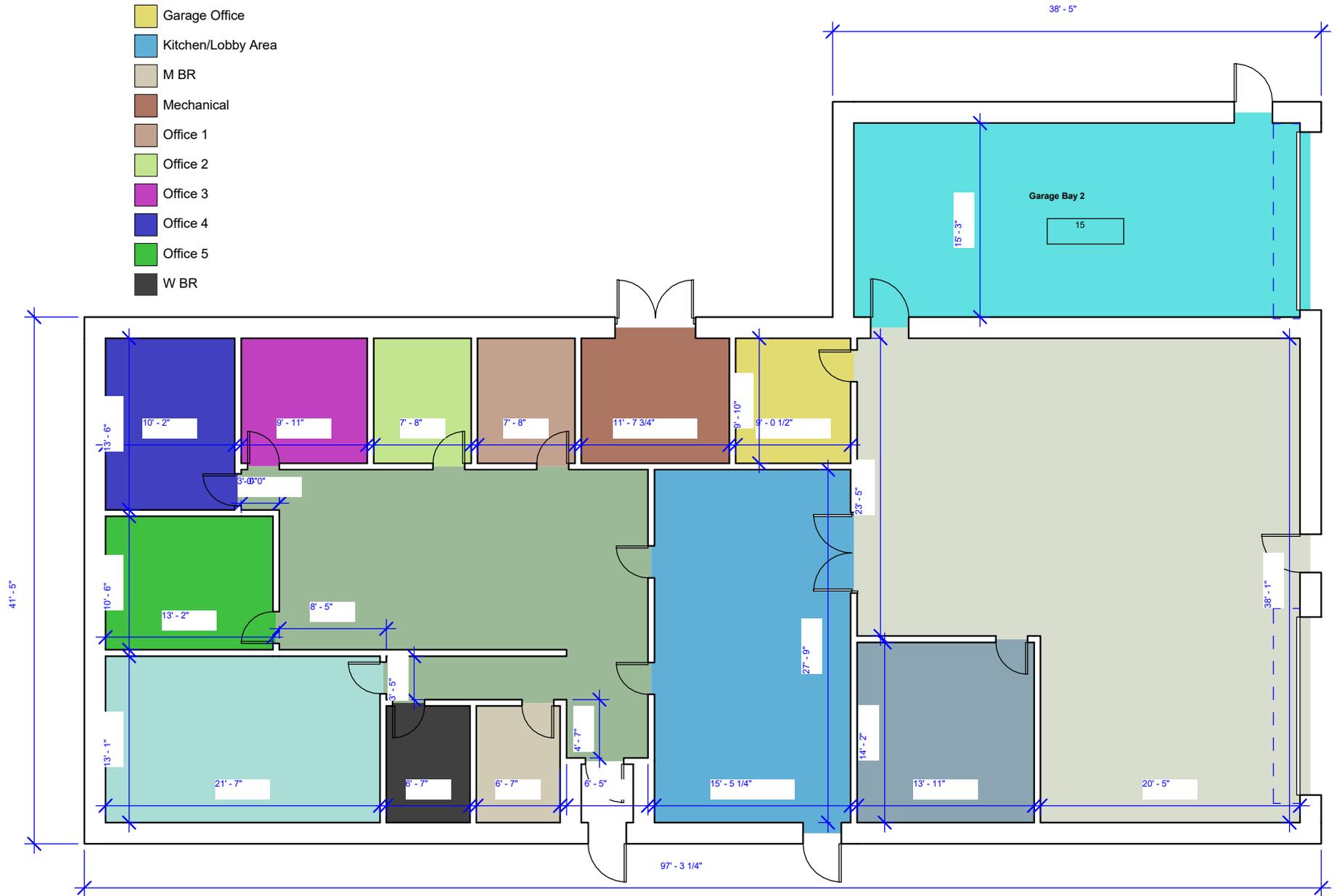
By: \_\_\_\_\_

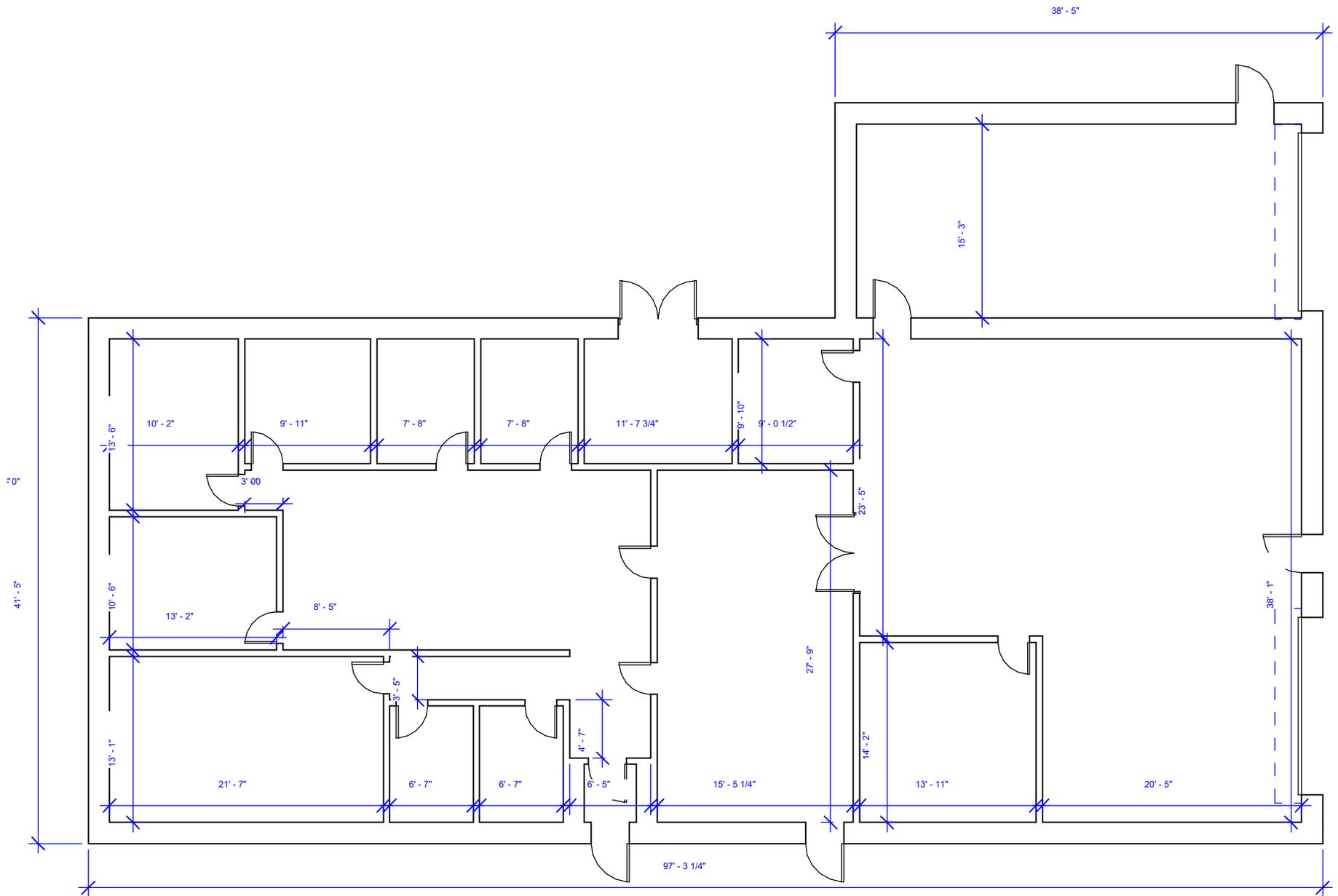
**Lee B. Smith, MD**  
Health Officer

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

Room Legend

- Common/Receptionist Area
- Conference Room
- Garage Bay
- Garage Bay 2
- Garage Crew Room
- Garage Office
- Kitchen/Lobby Area
- M BR
- Mechanical
- Office 1
- Office 2
- Office 3
- Office 4
- Office 5
- W BR





## Room Schedule

Name	Area (SF)
Entire Building (Exterior)	4653
Office 1	75
Office 2	75
Office 3	98
Office 4	137
Office 5	138
Conference Room	282
Women Bathroom	60
Men Bathroom	60
Kitchen/Lobby Area	428
Common/Receptionist Area	523
Vestibule	41
Garage Bay	1115
Garage Crew Room	197
Garage Office	89
Mechanical	115
Garage Bay 2	535



Approximately 0.56 Acres

**AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF A SUBDIVIDED PORTION OF PARCEL 33 OF MAP 55 ON BURROUGHS STREET FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO B-2 SERVICE BUSINESS DISTRICT**

WHEREAS, pursuant to the Mandate issued by the Supreme Court of Appeals of West Virginia on October 30, 2020, in the case styled *City of Morgantown, Defendant Below, Petitioner, v. Calvary Baptist Church, Plaintiff Below, Respondent*, No. 18-1134, the City of Morgantown is required to amend the existing R-1 Single Family zoning classification to the B-2 Service Business District zoning classification at the subdivided portion of Parcel 33 of Map 55 shown on the attached plat,

NOW, THEREFORE, The City of Morgantown hereby ordains that the subdivided portion of Parcel 33 of Map 55 shown on the attached plat is designated B-2 Service Business District, and the Zoning Map and other records of The City of Morgantown reflecting zoning classification for the parcel are amended accordingly and shall reflect the designation as of the date of adoption of this ordinance.

FIRST READING

\_\_\_\_\_  
Mayor

SECOND READING:

ADOPTED:

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

FILED:

**AN EMERGENCY ORDINANCE CONTINUING THE STATE OF EMERGENCY AND  
AUTHORIZING PUBLIC HEALTH MEASURES TO  
PREVENT HARM TO THE PUBLIC DURING THE COVID-19 PANDEMIC**

WHEREAS, the City Council has authority to address threats to the public health and safety in accordance with West Virginia Code sections 8-12-5 paragraphs 23, 40, and 44; and

WHEREAS, the ongoing COVID-19 Pandemic threatens public health in the City; and

WHEREAS, effective March 16, 2020, the Governor of the State of West Virginia has declared a state of emergency in all fifty-five West Virginia counties as a result of the COVID-19 pandemic; and

WHEREAS, on March 23, 2020, the Governor of the State of West Virginia issued Executive Order 9-20, denominated the “Stay at Home” Order, ordering citizens to stay at their residences unless an exception permitted travel; and

WHEREAS, avoiding large gatherings and limiting close interactions with others outside our homes, in compliance with guidelines from public health officials and as directed by Executive Order 9-20 issued by the Governor of the State of West Virginia, were initially effective to limit the spread of disease and conserve essential medical resources; and

WHEREAS, on April 30, 2020, the Governor of the State of West Virginia issued Executive Order 34-20, denominated the “Safer at Home” Order, lifting many of the mandatory restrictions on travel and gatherings in the Stay at Home Order and providing relaxed restrictions for business occupancies and the size of social gatherings;

WHEREAS, the Governor of the State of West Virginia issued guidelines and schedules for the resumption of businesses and other facilities welcoming the public, together with measures intended to limit the further spread of COVID-19 infections as members of the public enter and gather at such businesses and facilities, which measures were denominated “West Virginia Strong: The Comeback”; and

WHEREAS, on July 13, 2020, the Governor of the State of West Virginia issued Executive Order 51-20, which required the closure of fairs and festivals and limited group gatherings to 25 people, except for gathering at essential businesses and operations defined in Executive Order 9-20 and executive orders amending its provisions; and

WHEREAS, on July 14, July 23, August 1, August 13, and August 20, the Governor issued a series of Executive Orders numbers 52-20, 55-20, 58-20, 60, 20, and 62-20, closing and restricting service at bars within Monongalia County; and

WHEREAS, as provided in Executive Order 62-20, the Governor’s office issued “Supplemental Protocols for Reopening Monongalia County Bars,” on August 19, 2020, which procedures are

now in effect pursuant to Executive Order 75-20, issued by the Governor as of October 13, 2020; and

WHEREAS, pursuant to Emergency Ordinances 2020-1, 2020-2, 2020-3, 2020-4, and 2020-5, the state of emergency within the City of Morgantown remains in effect until terminated by the Governor, and the emergency powers granted to the city manager expire without further action on December 15, 2020; and

WHEREAS, the trend of infections of COVID-19 is increasing and requires the continuation of the emergency powers adopted to address this public health emergency; and

WHEREAS, as of December 9, 2020, the West Virginia Department of Health and Human Resources reports 58,462 confirmed cases of COVID-19 within the State and 901 deaths attributed to COVID-19, with 1,402 of those cases reported in the last twenty-four hours and 31 of the deaths reported in the last twenty-four hours<sup>1</sup>; and

WHEREAS, in Monongalia County, the infection rate and the percent of positive tests have increased each day from December 2<sup>nd</sup> through December 8<sup>th</sup>, with the infection rate as of December 8<sup>th</sup> at 52.62 and the percent positivity as of December 8<sup>th</sup> at 5.53; and

WHEREAS, effective December 9, 2020, Monongalia County Schools have closed to in-person attendance through January 4, 2020 to address the increasing threat of COVID-19 infections; and

WHEREAS, vaccines conferring immunity from COVID-19 are in the process of gaining regulatory approval but have not yet been delivered to the population; and

WHEREAS, because the prevalence of COVID-19 infections in Morgantown, and throughout the State and the United States, is increasing, and because there is not yet an available vaccine or effective treatment preventing serious health effects or death for COVID-19, the public health emergency is continuing and requires continued emergency public health responses; and

WHEREAS, West Virginia Code Chapter 8, Article 11, Section 3(d) provides that City Council may enact an emergency ordinance without following the ordinary procedures prescribed by law in the case of a pressing public emergency making action under the ordinary procedure dangerous to the public health, safety or morals, and by affirmative vote of two thirds of the members of Council; and

WHEREAS, the nature of any emergency justifying adoption of an emergency ordinance must be set out in full in the ordinance; and

WHEREAS, the ongoing and increasing spread of the COVID-19 pandemic and the threat that the pandemic will deny individuals necessary health care resources and increase job and wage losses if measures are not promptly taken to limit public gatherings and interactions that spread

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<sup>1</sup> West Virginia Department of Health and Human Resources data published at: <https://dhhr.wv.gov/COVID-19/Pages/default.aspx> (last visited December 9, 2020).

the disease as well as to promote safe public interactions with adequate face coverings create a pressing public emergency justifying adoption of this emergency ordinance; and

WHEREAS, West Virginia Code Chapter 8, Article 11, Section 2 authorizes delegation of duties by Council to an officer when it would be impracticable to lay down by ordinance for all cases a uniform guide for exercising such discretion; and

WHEREAS, the nature of the COVID-19 pandemic requires discretion to respond to the developing spread of the disease such that discretion to employ the specific emergency measures authorized by this Ordinance must be delegated to an officer of the City;

WHEREAS, the ongoing spread of the COVID-19 pandemic and the state and federal guidelines providing for the resumption of public gatherings and reopening of businesses and facilities welcoming the public create a pressing public need to respond to renewed activity by altering local laws and regulations to promote outdoor activity, appropriate face coverings, and physical distancing to limit the further spread of COVID-19 infections, and this pressing public need justifies adoption of this emergency ordinance; and

NOW, THEREFORE, The City of Morgantown hereby ordains the following:

Article I. Continuation of Declaration of Emergency; Authority of City Manager;  
Implementation of Authority

SECTION 1. The Governor of the State of West Virginia declared a state of emergency in all fifty-five counties in West Virginia effective March 16, 2020 due to the ongoing COVID-19 pandemic. The state of emergency remains in effect as of the date of adoption of this ordinance.

SECTION 2. The City of Morgantown recognizes the declared state of emergency as effective within the City and hereby declares that such state of emergency shall continue within the City until the declaration of a state of emergency is terminated by the Governor. The City of Morgantown recognized and declared the state of emergency in the City under Emergency Ordinance 2020-1, which ordinance was made effective for a period of ninety (90) days and the provisions of which would expire without further action. The City of Morgantown extended the effective period of the provisions of Emergency Ordinance 2020-1 to September 25, 2020 in Emergency Ordinance No. 2020-2 and again extended the effective dates of the provisions in adopted Emergency Ordinances Nos. 2020-1, -2, and -3 through December 15, 2020 by adopting Emergency Ordinance No. 2020-3. The authorities enacted within Emergency Ordinances 2020-1, 2020-2, 2020-3, and 2020-4 were continued in effect except as modified or supplemented Emergency Ordinance No. 2020-5, adopted September 1, 2020, which is set to expire by its terms without further action on December 15, 2020. The emergency authorities established by Emergency Ordinances 2020-1, 2020-2, 2020-3, 2020-4, and 2020-5, and the orders of the city manager implementing such authorities, are hereby continued in effect, as modified or amended by those same emergency ordinances and/or city manager orders, until February 17, 2021, on which date such emergency authorities shall expire without further action by City Council.

SECTION 3. In accordance with West Virginia Code Chapter 15, Article 5, Section 8, each political subdivision in which any disaster as described in *W. Va. Code* § 15-5-1 occurs shall have the power to enter into contracts and incur obligations necessary to combat such disaster, protect the health and safety of persons and property and provide emergency assistance to the victims of such disaster. Each political subdivision is authorized to exercise its powers under this section in light of the exigencies of extreme emergency situations without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements) pertaining to the performance of public work, entry into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and materials, levying of taxes and appropriation and expenditure of public funds.

SECTION 4. The City Manager is hereby authorized and directed to exercise these authorities, with the advice and direction of Council, to combat the COVID-19 pandemic giving rise to the above-referenced declaration of a state of emergency by the Governor.

SECTION 5. During the effective period of this Ordinance, the City Manager is authorized and directed to implement all appropriate and necessary measures authorized by this Ordinance to address the COVID-19 pandemic, consistent with the advice and direction of City Council.

SECTION 6. Prior to implementing any such authority or authorities, the City Manager shall adopt a written order identifying the authority to be employed and the means to be used in employing the authority, and the written order shall be delivered to each member of City Council, to the City Clerk, who shall keep a record of such order, and shall be made available to the public.

SECTION 7. The restrictions established by this Ordinance, shall apply only upon issuance of a written order of the City Manager pursuant to Section 6 of this Article, and only to the extent stated therein.

#### Article II. Severability

To the extent any provision of this Ordinance or the emergency ordinances or city manager orders referred to in this Ordinance is found illegal or unenforceable by any court or administrative authority having jurisdiction to make such a determination, the remainder of the Ordinance or order shall remain in effect and shall be given effect as though the provision found illegal or unenforceable were omitted.

This ordinance shall be effective upon adoption and, except where expressly stated otherwise, shall lapse without further action on February 17, 2021.

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

\_\_\_\_\_  
Mayor

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

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

**RESOLUTION**

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

*WHEREAS, City Council is of the opinion that a record should be made of the specific individual authorized as an agent of the City.*

*BE IT HEREBY RESOLVED that the following is an authorized agent of the City of Morgantown for the transacting of funds in the designated banking and financial institutions:*

- 1. Kim Haws - City Manager*

*This Resolution shall be effective from this 15<sup>th</sup> day of December 2020.*

\_\_\_\_\_  
Mayor

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

# Memo

## City of Morgantown

### Public Works Department

**To:** Kim Haws, City Manager  
**From:** Alex Stockdale, Public Works Director  
**Subject:** Salt Bid – Bid Call 2021-06  
**Date:** December 7, 2020

Salt bids were opened at 2:00pm on December 7, 2020. The results are as follows: (the total cost is based on 1,000 tons for the City of Morgantown)

<b>VENDOR</b>	<b>UNIT PRICE</b>	<b>COST</b>
<b>Morton Salt</b>	<b>No bid</b>	
<b>Eastern Salt Co</b>	<b>No bid</b>	
<b>Detroit Salt</b>	<b>No bid</b>	
<b>Compass Minerals</b>	<b>No bid</b>	
<b>Cargill</b>	<b>\$94.94/ton</b>	<b>\$94,940.00</b>
<b>Laurel Aggregates</b>	<b>\$86.15/ton</b>	<b>\$86,150.00</b>

The bid is for BULK ROCK SALT TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE.

Salt treated with Magnesium Chloride allows for use at lower temperatures than regular salt. This permits the City to be more affective at clearing the roadways. Also with treated salt less salt is needed in order to maintain the roadway surface.

Last year's price for treated salt was \$99.94/ton. Currently the City has roughly 2400 tons of treated salt on hand. An additional 1000 tons will fill our supply and prepare us for the coming winter.

Given this, I would recommend that the City award the contract to Laurel Aggregates for the treated salt for the upcoming winter.



**The City of Morgantown**  
*Office of the City Engineer*

## Memorandum

**To:** Kim Haws, City Manager  
**From:** Damien Davis, City Engineer  
**Date:** December 9, 2020  
**Re:** Bid Results for 430 Spruce Street Parklet Project (Bid Call 2021-08)

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Mr. Haws,

Bids were opened at 2:30pm on December 3, 2020 for the 430 Spruce Street Parklet Project (Bid Call 2021-08). This project is for the reconstruction of the entrance of the 430 Spruce Street building. (see rendering below)

The bid opening had the following results:

1.	Parrotta Paving	\$ 115,000
2.	Anderson Excavating	\$ 133,200

Both bidders were determined to be qualified, competent, and established in our area with a good reputation for quality work. The low bid is within our anticipated project cost of \$110,000 to 125,000. For this reason, the lowest bidder is recommended; Parrotta Paving with a bid of \$115,000.

The project is to be substantially complete by May 27, 2021.



Figure. 1 – Rendering of proposed construction.



# The City of Morgantown

389 Spruce Street  
Morgantown, West Virginia 26505  
(304) 291-7465 Fax: (304) 291-7406  
[www.morgantownwv.gov](http://www.morgantownwv.gov)

Public Works Department

## MEMORANDUM

TO: Kim Haws, City Manager  
FROM: Alex Stockdale, Public Works Director  
SUBJECT: Replacement vehicle for Building Maintenance Truck #218  
DATE: 12/10/2020  
C:CC Lori Livengood, Interim Finance Director

Hello Mr. Haws,

I am requesting that we ask City of Morgantown City Council during the December 15<sup>th</sup> meeting to approve the purchase of a new International CV 515, an equivalent of the discontinued GMC 5500 model. It has come to my attention (on Thursday 10/20/2020) that Truck number 174 is in dangerous condition. The cab has separated from the frame. This 2006 Model GMC 5500 is being removed from the fleet and will be placed on auction. The base value of this truck new is \$53,992 and the current value is \$8,000. The cost of the repair is \$6,000. We have four total GMC 5500s, two new and two old. The replacement of the other old one will be requested next year.

Please see the attached quote for a direct replacement for #174. This truck would be roughly 8 months out on total build time to receiving the truck. This truck would come fully complete and ready to plow. This would be purchased from Hunter Truck Sales on the NJPA contract.

Under NJPA Contract #060920- NVS pricing for a new International CV:  
\$53,992 for the attached chassis.  
\$35,276 for the Baker Equipment body, plow, hydraulics.  
\$1,763.80 handling fee for the body, plow, hydraulics.  
\$100 floor plan interest.  
No additional freight charge if you pick up the truck at Baker Equipment.  
\$91,031.80 total

Although we will not have this truck until next year getting it ordered now is imperative to upkeep the fleet and plan for the upcoming removal of the other old 5500 from the line. This will keep three large dump trucks in operation at all times and maintain our high level of service.

The current balance of the MSF Equipment line (254.750-459.22) is \$236,691.01. We have recently requested to use \$4,628.64 to purchase the new spreader. After the purchase of the replacement of truck number 174 and the spreader there will be a remaining balance of \$114,178.21 in this line.

**Prepared For:**

Stock/Smithfield  
Keith Hough  
100 Hunter's Way  
Smithfield, PA 15478-  
(724)564 - 4292  
Reference ID: N/A

**Presented By:**

HUNTER'S TRUCK SLS & SVC  
Keith Hough  
100 HUNTERS WAY  
SMITHFIELD PA 15478 -  
(724)564-4292

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2020 CV515 SFA (CV515)**

<b>AXLE CONFIG:</b>	4X4
<b>APPLICATION:</b>	Landscape Dump
<b>MISSION:</b>	Requested GVWR: 19500. Calc. GVWR: 19500 Calc. Start / Grade Ability: 43.16% / 2.96% @ 55 MPH Calc. Geared Speed: 102.2 MPH
<b>DIMENSION:</b>	Wheelbase: 165.00, CA: 83.80, Axle to Frame: 63.00
<b>ENGINE, DIESEL:</b>	{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 1750 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
<b>AXLE, FRONT DRIVING:</b>	{Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer S14-110} Single Reduction, 13,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 225/70R19.5 Load Range H CROSSTRAC HA3 (CONTINENTAL), 649 rev/mile, 75 MPH, All- Position
<b>TIRE, REAR:</b>	(4) 225/70R19.5 Load Range H CROSSTRAC HA3 (CONTINENTAL), 649 rev/mile, 75 MPH, All- Position
<b>SUSPENSION, REAR, SINGLE:</b>	15,500-lb Capacity, Vari-Rate Springs
<b>PAINT:</b>	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Base Chassis, Model CV515 SFA with 165.00 Wheelbase, 83.80 CA, and 63.00 Axle to Frame.	4671/2886	7557

**AXLE CONFIGURATION**

AXLE CONFIGURATION {Navistar} 4x4	0/0	0
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Notes

: Pricing may change if axle configuration is changed.

**ENGINE**

ENGINE, DIESEL {International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)	0/0	0
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Includes

: GLOW PLUG Automatic with Indicator Light

: OIL FILTER, ENGINE Spin-On Type

RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
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FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled	0/0	0
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AIR CLEANER Single Element, with Water Separator	0/0	0
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BLOCK HEATER, ENGINE 120V/800W	0/0	0
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EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
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FEDERAL EMISSIONS {International 6.6} EPA, OBD and GHG Certified for Calendar Year 2021	0/0	0
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GOVERNOR Electronic Road Speed Type; with 75 MPH Default	0/0	0
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THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control	0/0	0
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**TRANSMISSION**

TRANSMISSION, AUTOMATIC {Allison 1750 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway	0/0	0
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NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
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PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission	0/0	0
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SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming	0/0	0
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TRANSFER CASE {Meritor MTC-3203} 2-Speed, Gear Drive, 3,000 lb-ft Torque Rating, Less PTO Provision, Electric Shift Control	153/35	188
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Notes

: Transfer Case Includes 40W Synthetic Lube

**REAR AXLES, SUSPENSIONS**

AXLE, REAR, SINGLE {Dana Spicer S14-110} Single Reduction, 13,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.30	0/0	0
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SUSPENSION, REAR, SINGLE 15,500-lb Capacity, Vari-Rate Springs	0/41	41
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<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
SHOCK ABSORBERS, REAR (2)	0/50	50
<b>FRONT AXLES</b>		
AXLE, FRONT DRIVING {Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting	155/0	155
AXLE, FRONT DRIVING, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints	0/0	0
<b>FRONT SUSPENSIONS</b>		
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 7,500-lb Capacity, with Shock Absorbers	8/0	8
<b>CABS, COWLS, BODIES</b>		
CAB Conventional, Day Cab	0/0	0
<u>Includes</u>		
: CAB DOOR LOCKS Power Door Locks All Doors		
: DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console		
: READING LIGHT, CAB Located in Overhead Console		
: STEP (2) One Per Door		
: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door		
AIR BAG, FRONT, DRIVER SIDE	0/0	0
AIR BAG, FRONT, PASSENGER SIDE	0/0	0
AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides	0/0	0
AIR CONDITIONER with Heater, Single Zone	0/0	0
CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
<u>Includes</u>		
: SUN VISOR (2) Vinyl		
COLOR, INTERIOR Dark Ash	0/0	0
GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 3.5" Monochromatic Display with Personalization, Warning Messages and Vehicle Information	0/0	0
GLASS, ALL WINDOWS Solar Absorbing, Tint	0/0	0
MIRROR, INSIDE REAR VIEW with Manual Tilt	0/0	0
MIRRORS (2) Manual Folding and Extending, Power Adjust, Heated, Turn Signal Indicator Located in Mirror, Black Heads and Arms, for 96" Load Width	0/0	0
SEAT, DRIVER High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar	0/0	0
SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Vinyl, with Recline	0/0	0
WINDOW, POWER (2) in Left and Right Doors	0/0	0
<b>FRAMES</b>		

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL	28/78	106
BUMPER EXTENSION, FRONT 4.0"	4/0	4
BUMPER, FRONT Contoured, Steel, Painted Gray	0/0	0
TOW HOOK, FRONT (2) Frame Mounted	13/-1	12
AF RANGE 50" (128cm) Through and Including 75" (190cm)	0/0	0
LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	2/0	2
WHEELBASE RANGE 128" (325cm) Through and Including 183" (465cm)	0/0	0
<b>BRAKES</b>		
BRAKE SYSTEM, HYDRAULIC {Bosch} Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control	0/0	0
BRAKE, PARKING {Bosch} DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted	0/0	0
BRAKES, FRONT {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity	0/0	0
DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes	0/0	0
BRAKES, REAR {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle	0/0	0
DUST SHIELDS, REAR BRAKE for Hydraulic Brakes	0/0	0
<b>STEERING</b>		
STEERING GEAR {Bosch S2 8014 Plus} Power	0/0	0
STEERING COLUMN Tilting	0/0	0
STEERING WHEEL 4-Spoke; 15" Dia., Black	0/0	0
<b>DRIVELINES</b>		
DRIVELINE SYSTEM {Dana Spicer} SPL100 Main Driveline, Direct Mount Transfer Case to Transmission, SPL70 Driveline to Front Axle, for 4x4	0/2	2
<b>EXHAUST SYSTEMS</b>		
EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust	0/0	0
ENGINE EXHAUST BRAKE for International 6.6 Engine	0/0	0
MANUAL REGEN Capability	0/0	0
<b>ELECTRICAL SYSTEMS</b>		
ELECTRICAL SYSTEM 12-Volt for CV Model	0/0	0

Includes

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
: PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
: TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever		
ALTERNATOR {Denso SC6} Brush Type, 12 Volt, 220 Amp Capacity	4/0	4
AUXILIARY HARNESS "Y" Harness for Auxiliary Front Head Lights (High/Low Beam), Marker Lights, and Turn Signals for Front Plow Applications	1/0	1
BACK-UP ALARM Electric, 102 dBA	6/0	6
BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab	0/0	0
BATTERY SYSTEM {VARTA} Maintenance-Free, (2) 12-Volt 1300CCA Total, Top Threaded Stud	0/0	0
BODY BUILDER WIRING Rear of Frame; Includes One Sealed Connector for Separate Ground/Backup/ Left and Right Hand Turn, Left and Right Hand Tail/Stop/ Accessory Power and Combined for Left and Right Hand Stop/Turn	0/3	3
CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab	0/0	0
HEADLIGHTS Halogen, Composite Aero Design, Chrome Trim Bezel, with Daytime Running Lights	0/0	0
HORN, ELECTRIC Disc Style	0/0	0
JUMP START STUD Remote Mounted	3/0	3
RADIO AM/FM/Clock/Bluetooth, Seek/Scan, with 7" Color Touch Panel Display, Satellite Radio Compatible	1/0	1
SPEAKERS (6)	2/0	2
STARTING MOTOR 12 Volt	0/0	0
STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, Incandescent Stop, Turn and Tail Lights, Backup Lights with Rear Reflex Reflector, Includes License Plate Light	0/0	0
SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses	0/0	0
SWITCH, TOGGLE, ROOF WORKLIGHT Lighted; in Overhead Console and Wiring Effects for Customer Furnished Roof Mounted Light	0/0	0
TRAILER BRAKE CONTROL Integrated	6/13	19
TRAILER CONNECTION SOCKET Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	8/-2	6
<b>FRONT END</b>		
FRONT END Tilting, Fiberglass, with Three Piece Construction	0/0	0
BUG SCREEN Mounted Behind Grille	0/0	0
FENDER EXTENSIONS Painted	0/0	0
GRILLE Chrome, with Chrome Headlight Bezels	0/0	0
LOGOS EXTERIOR Model Badges	0/0	0
<b>SPEEDOMETER, TOOLS, MISC</b>		
CUSTOMER IDENTITY for National Joint Powers Alliance	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0

**Description**

	<b>F/R Wt</b>	<b>Tot Wt</b>
	(lbs)	(lbs)
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
SNOW PLOW PREP PACKAGE Includes Wiring for Roof Mounted Light	1/0	1
GVWR WEIGHT CLASSIFICATION Class 5 (16,001-19,500 lbs)	0/0	0

**FUEL TANKS**

FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 40 US Gal (151L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Behind Rear Axle	0/0	0
DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab	0/0	0

**WHEELS, TIRES - FRONT**

WHEELS, FRONT {Accuride 50180} DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
(2) TIRE, FRONT 225/70R19.5 Load Range H CROSSTRAC HA3 (CONTINENTAL), 649 rev/mile, 75 MPH, All-Position	6/0	6

**WHEELS, TIRES - REAR**

WHEELS, REAR {Accuride 50180} DUAL DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
(4) TIRE, REAR 225/70R19.5 Load Range H CROSSTRAC HA3 (CONTINENTAL), 649 rev/mile, 75 MPH, All-Position	0/12	12

**Services Section:****WARRANTY**

WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A	0/0	0
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**Total Component Weight:**

**5072/3117 8189**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.