The City of Morgantown

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

Office of the City Clerk

AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
January 7, 2020
7:00 p.m.

1. CALL TO ORDER:

2. ROLL CALL:

3. PLEDGE TO THE FLAG:

4. APPROVAL OF MINUTES: December 3, 2019, Regular Meeting minutes, and December 17, 2019, Regular Meeting minutes.

5. CORRESPONDENCE:

6. PUBLIC HEARINGS:

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:

10. CONSENT AGENDA:

11. NEW BUSINESS:

    A. Consideration of APPROVAL of (FIRST READING) of AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF A PARCEL OF REAL ESTATE IN THE SEVENTH WARD OF THE CITY OF MORGANTOWN FROM R-1, SINGLE-FAMILY RESIDENTIAL DISTRICT TO B-1, NEIGHBORHOOD BUSINESS DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WERE FULLY SET FORTH HEREIN

    B. Consideration of APPROVAL of AN ORDINANCE AUTHORIZING THE A LEASE AGREEMENT FOR OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT

    C. Consideration of APPROVAL of A RESOLUTION CONSENTING TO CONTINUED RESETTLEMENT OF REFUGEES IN MORGANTOWN

12. CITY MANAGER'S REPORT:

    Information:

    1. Strategic Plan 2017 - 2019 Final Report

13. REPORT FROM CITY CLERK:

14. REPORT FROM CITY ATTORNEY:

15. REPORT FROM COUNCIL MEMBERS:

16. ADJOURNMENT:

For accommodations please contact us at (304) 284-7439

REGULAR MEETING December 17, 2019: The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, December 17, 2019, at 7:05 p.m.

PRESENT: City Manager Paul Brake, City Clerk Christine Wade, Assistant City Manager Emily Muzzarelli, City Attorney Ryan Simonton, Mayor William A. Kawecki, and Council Members: Deputy Mayor Rachel Fetty, Jenny Selin, Ron Dulaney, Dave Harshbarger, and Barry Wendell. Zackery Cruze was absent.

The meeting was called to order by Mayor Kawecki.

APPROVAL OF MINUTES: November 19, 2019, Regular Meeting minutes, and December 3, 2019, Legislative Session Meeting minutes were approved by consensus.

CORRESPONDENCE: Mayor Kawecki presented Morgantown Fire Captain William Rinehart with a proclamation in recognition of his retirement after 30 years of service.

PUBLIC HEARING: AN ORDINANCE AUTHORIZING THE CITY TO SUBMIT AN AMENDMENT TO ITS WRITTEN PLAN TO THE HOME RULE BOARD

Mayor Kawecki declared this Public Hearing open.

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

PUBLIC HEARING: AN ORDINANCE ESTABLISHING PAID FOSTER PARENT LEAVE FOR CITY EMPLOYEES

Mayor Kawecki declared this Public Hearing open.

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

PUBLIC HEARING: AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR CAR RENTAL SERVICES AT THE MORGANTOWN MUNICIPAL AIRPORT

Mayor Kawecki declared this Public Hearing open.

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

PUBLIC HEARING: AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT

Mayor Kawecki declared this Public Hearing open.

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

PUBLIC HEARING: AN ORDINANCE AMENDING THE FY 2019-2020 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND

Mayor Kawecki declared this Public Hearing open.

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

UNFINISHED BUSINESS:

AN ORDINANCE ESTABLISHING PAID FOSTER PARENT LEAVE FOR CITY EMPLOYEES: The below entitled Ordinance was presented for second reading.

AN ORDINANCE ESTABLISHING PAID FOSTER PARENT LEAVE FOR CITY EMPLOYEES

City Manager explained, after discussion, motion by Dulaney, second by Selin, to approve the above entitled Ordinance. Motion carried 6-0. Zackery Cruze was absent.

AN ORDINANCE AMENDING THE FY 2019-2020 ANNUAL BUDGET: The below entitled Ordinance was presented for second reading.

AN ORDINANCE AMENDING THE FY 2019-2020 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND

City Manager explained, motion by Selin, second by Dulaney, to approve the above entitled Ordinance. Motion carried 6-0. Zackery Cruze was absent.

BOARDS & COMMISSIONS:

PUBLIC PORTION:

Mayor Kawecki declared the Public Portion open.

Dani Ludwig, on behalf of Mylan Puskar Health Right, requested an update on the status of when Council will discuss the placement of the sharp's containers.

Mollie Kennedy spoke in support of placing the sharp's containers in Downtown Morgantown.

There being no other speakers, Mayor Kawecki declared the Public Portion closed.

SPECIAL COMMITTEE REPORTS: None

CONSENT AGENDA:

AN ORDINANCE AUTHORIZING THE CITY TO SUBMIT AN AMENDMENT TO ITS WRITTEN PLAN TO THE HOME RULE BOARD: The below entitled Ordinance was presented for second reading.

AN ORDINANCE AUTHORIZING THE CITY TO SUBMIT AN AMENDMENT TO ITS WRITTEN PLAN TO THE HOME RULE BOARD

City Manager explained, motion by Dulaney, second by Harshbarger, to approve the above entitled Ordinance. Motion carried 6-0. Zackery Cruze was absent.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR CAR RENTAL SERVICES AT THE MORGANTOWN MUNICIPAL AIRPORT: The below entitled Ordinance was presented for second reading.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR CAR RENTAL SERVICES AT THE MORGANTOWN MUNICIPAL AIRPORT

City Manager explained, motion by Dulaney, second by Harshbarger, to approve the above entitled Ordinance. Motion carried 6-0. Zackery Cruze was absent.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT: The below entitled Ordinance was presented for second reading.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR OFFICE SPACE AT THE MORGANTOWN MUNICIPAL AIRPORT

City Manager explained, motion by Dulaney, second by Harshbarger, to approve the above entitled Ordinance. Motion carried 6-0. Zackery Cruze was absent.

NEW BUSINESS:

A RESOLUTION SUPPORTING MORGANTOWN WELCOME STATEMENT: The below entitled Resolution was presented for first reading.

A RESOLUTION SUPPORTING MORGANTOWN WELCOME STATEMENT

City Manager explained, after discussion, motion by Deputy Mayor Fetty, second by Harshbarger, to approve the above entitled Resolution. Motion carried 6-0. Zackery Cruze was absent.

CITY MANAGER'S REPORT:

Information:

1. **Workplan for Addressing Homelessness and Addiction Problems in Downtown**

   As mentioned in the Committee of the Whole meeting packet memorandum presented on November 26, 2019, (and printed again for this packet), City Manager recommended securing consulting services to help the City develop a proactive and coordinated response to the presence of people experiencing homelessness with apparent substance use and other behavioral health issues. City Administration is actively reviewing proposals submitted and continuing the process before making a final recommendation. At the same time, City Manager reached out to major community stakeholders requesting participation and possible funding for the consulting services.

   At Tuesday's meeting, City Manager will give a brief overview of the status of the consultant's reviews and next steps.

   City Manager stated that the study for the Workplan for Addressing Homelessness and Addiction Problems in Downtown is still ongoing and recommended that council consider bringing in a consultant for the Workplan from outside of the area. A Workshop is set to be planned for a later time regarding the issue.

2. **Zoning Map Amendment – Colonial Office Associates / 3280 University Avenue (RZ19-05)**

   Included in the packet was a memorandum from the Development Services Director concerning the disposition of the Planning Commission in reference to the zoning map. Specifically, this pertains to zoning reclassification of Parcel 267 of Tax Map 7 in the Seventh Ward Tax District from R-1, Single-Family Residential District to B-1, Neighborhood Business District.

   This was presented in this packet because there is no Committee of the Whole meeting scheduled due to the holidays. If Council will allow, this will be placed on the January 7, (First Reading) and February 4, 2020, (Second Reading and Public Hearing) meeting agendas.

   City Manager stated that this amendment would change 3280 University Avenue from a R1 Zone to a B1 Neighborhood Business. This item was moved to the January 7, 2020, Regular Meeting.

3. **Sharps Containers**

   City Manager spoke of the current status of the sharp's container placement in Downtown Morgantown.

4. **Police Civil Service Residence Requirements**

   City Manager spoke of a recommendation raised by Police Civil Service Commission regarding the residency requirement for public safety personnel, and recommended expanding the residence requirement from 15 nautical air-miles to 20 nautical air-miles. This recommendation will go back to the Police Civil Service Commission before coming back to council for approval of the change.

REPORT FROM CITY CLERK: City Clerk Christine Wade thanked City Council and City Administration for their tremendous commitment in serving the City of Morgantown. She would like to wish sincere good wishes and blessings this holiday season and into the new year. It is the greatest honor to work along-side all of them.

REPORT FROM CITY ATTORNEY: City Attorney Ryan Simonton provided an update on the Pedestrian and Bike Plan presented to the Metropolitan Planning Organization (MPO). MPO met to discuss the city's ongoing proposal to update the sidewalk code and

will try to implement the recommendations provided in the proposal. MPO plans to have a document to council for consideration by late January 2020, or early February 2020.

REPORT FROM COUNCIL MEMBERS:

DEPUTY MAYOR FETTY: Wished everyone a Merry Christmas, Happy Hanukkah, and a blessed Kwanzaa. She mentioned that the First Ward South Park Neighborhood Association will be skipping there monthly meeting for December.

COUNCILOR CRUZE: Absent

COUNCILOR SELIN: Wished everyone a Happy Holidays**.**

COUNCILOR DULANEY: Morgantown History Museum Commission will be meeting Thursday, December 19, 2019, at 6:00 p.m. and is open to the public. There will be an open public Holiday Reception on Saturday, December 20, 2019, from 6:30 p.m. to 8:30 p.m. at the History Museum. Woodburn School Redevelopment has changed their meeting day to Thursday, December 19, 2019, at which he will not be in attendance due to the Morgantown History Museum Commission Meeting on the same day. He stated that there are a number of Board and Commission openings.

COUNCILOR HARSHBARGER: Wished everyone a Merry Christmas. He mentioned the 6th Ward South Hills Holiday Party and stated that it was a very nice turnout. He mentioned the end of the year Holiday Party that Main Street Morgantown Party held and thought it was very nice.

COUNCILOR WENDELL: Wished all of Morgantown a joyous holiday season, and a fulfilling and healthy 2020.

MAYOR KAWECKI: Announcements: Playing at the Met Theatre are Kathy and Mo Show, Tinsel and Tutu, December 21 and 22, 2019, Manger in Bethlehem at the CAC and Holiday Popup party at the Hoot and Howl on December 21 and 22, 2019. After the holidays you can attend movies at the Met Theatre. He wished everyone a wonderful holiday and will see everyone next year.

EXECUTIVE SESSION: Pursuant to West Virginia State Code Section 6-9A-4 (2)(B) (12) to discuss litigation. Motion by Dulaney, second by Harshbarger, to go into executive session. Motion carried by acclamation. Present: City Manager, City Attorney and Council. Time: 8:43 p.m.

ADJOURNMENT: There being no further business, motion by Dulaney, second by Wendell, to adjourn the meeting. Time: 9:34 pm.

_____ _____

City Clerk Mayor

*** ALL COUNCIL MEETINGS ARE AVAILABLE ON DVD IN THE CITY CLERKS OFFICE***

THE CITY OF MORGANTOWN WEST VIRGINIA

Development Services
389 Spruce Street
Morgantown, WV 26505
304.284.7431

MEMORANDUM

Date: 13 DEC 2019

To: Paul Brake, City Manager ..... *via email*

RE: City Council 07 JAN 2020 Agenda – 29 OCT 2019
RZ19-05 / Colonial Office Associates / 3280 University Avenue

During its 12 DEC 2019 hearing, the Planning Commission voted unanimously to forward the following recommendation to City Council concerning the above referenced zoning map amendment petition:

1. To deny the petitioner's request to reclassify Parcel 267 of Tax Map 7 in the Seventh Ward Tax District from R-1, Single-Family Residential District to B-2, Service Business District.

2. To approve the zoning reclassification of Parcel 267 of Tax Map 7 in the Seventh Ward Tax District from R-1, Single-Family Residential District to B-1, Neighborhood Business District.

The Planning Commission based this recommendation on its record and belief that the B-1 zoning classification is the appropriate business district that is better supported by the intent, location, pattern, and character goals and land management objectives set forth in the 2013 Comprehensive Plan Update.

Appended hereto are the related Staff Report presented to the Planning Commission and the draft ordinance. Because City Council canceled its Committee of the Whole meeting, the following dates will keep to standard Planning and Zoning Code Map Amendment protocol:

City Council Meetings

First Reading: ..... TUE, 07 JAN 2020

Public Hearing and Second Reading: ..... TUE, 04 FEB 2020

Please include these items on the City Council meeting agendas noted above, assuming an affirmative action by City Council on First Reading. Please include this communication and attachments in the 07 JAN meeting packet [in color]. Only the draft ordinance and exhibit should be necessary in the 04 FEB meeting packet.

Thank you.

From the Desk of:
Christopher M. Fletcher, AICP
Director of Development Services

STAFF REPORT

RZ19-05

Colonial Office Association

3280 University Avenue | R-1 to B-2

MORGANTOWN PLANNING COMMISSION

December 12, 2019
6:30 p.m.
Council Chambers

President:
Peter DeMasters, 6th Ward

Vice-President:
Carol Pyles, 7th Ward

Planning Commissioners:
Sam Loretta, 1st Ward
Tim Stranko, 2nd Ward
William Blosser, 3rd Ward
Bill Petros, 4th Ward
Michael Shuman, 5th Ward
Ronald Dulaney, City Council
AJ Hammond, City Admin.

Development Services Department
Christopher Fletcher, AICP
Director

John Whitmore, AICP
Senior Planner

Planning Division
389 Spruce Street
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STAFF REPORT

CASE NO: RZ19-05 / Colonial Office Association / 3280 University Avenue

REQUEST and LOCATION:

Request by Michael Callen on behalf of Colonial Office Associates for a Zoning Map Amendment to reclassify property addressed as 3280 University Avenue from R-1, Single-Family Residential District to B-2, Service Business District.

TAX MAP NUMBER(s) and ZONING DESCRIPTION:

Seventh Ward Tax District, Tax Map 7, Parcel 267; R-1, Single-Family Residential District.

SURROUNDING ZONING:

North, East and South: R-1, Single-Family Residential District.

West: Unincorporated Monongalia County.

BACKGROUND:

The petitioner seeks to amend the zoning map by changing the zoning classification for the subject property from R-1 to B-2. This zoning map amendment would permit the existing nonconforming office building greater marketing and utilization flexibility to include non-office type businesses. Addendum A of this report illustrates the location of the subject property.

Staff believes the proposed zoning map amendment would be considered a permitted map amendment and not "spot zoning" because the subject area adjoins the unincorporated and unzoned portion of Monongalia County on the site's western side. The development located on the adjacent western side of the parcel would meet the Morgantown Planning and Zoning Code definition for a commercial "Gas Station Mini-Mart" use, permitted in the following City zoning districts:

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Gas Station Mini-Mart							P	P		P	P	8

Additionally, the subject site is located in both the "Neighborhood Conservation" and "Corridor Enhancement" land management concept areas identified in the 2013 Comprehensive Plan Update (Comp Plan). Together, these designations encourage exploration of enhancement considerations within the context of the surrounding area; particularly, the preservation of existing neighborhood character, continued maintenance of existing buildings, and appropriately scaled mixed uses.

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Vice-President:
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ANALYSIS:

Prospect of Single-Family Development

Given the long-standing "Gas Station Mini-Mart" use that adjoins the subject site and located outside the City of Morgantown, as illustrated below, the expectation that the approximately 37,800 square foot parcel will at some point be redeveloped into one to three parcels to support R-1 District conforming single-family development is unreasonable and improbable. The existing office building has for several decades provided neighborhood-scaled commercial activity and employment and provided a transitional buffer between the "Gas Station Mini-Mart" use outside the City and the R-1 District inside the City. Changing the zoning classification to an appropriate business district for the subject property permits the site to continue this function while providing flexibility in the range of future commercial tenants.

Comparing R-1and B-2 Zoning Districts

The following graphics provide the stated purposes of the R-1 and B-2 zoning districts provided in the Morgantown Planning and Zoning Code.

1333.01 PURPOSE.
The purpose of the Single Family Residential (R-1) District is to:
(A) Provide for attractive single family neighborhoods for residents who prefer larger lot sizes and do not generally desire to live in close proximity to other types of uses, and
(B) Preserve the desirable character of existing single family neighborhoods, and
(C) Protect the single family residential areas from change and intrusion that may cause deterioration, and provide for adequate light, ventilation, quiet, and privacy for neighborhood residents.

1347.01 PURPOSE.
The purpose of the Service Business (B-2) District is to provide areas that are appropriate for most kinds of businesses and services, particularly large space users such as department stores. Typically B-2 districts are located along major thoroughfares.

Addendum B of this report provides Articles 1333 and 1347 to assist with comparing zoning district setback, building height and size, and performance standards as well as Table 1331.05.01 to compare permitted land uses within each zoning district.

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It should be noted that the size of the approximate 37,800 square foot parcel restricts the scale and intensity of a development common to other B-2 zoning districts in the City. However, should the Planning Commission have concerns with the land use and land development intensities permitted in the B-2 District as requested by the petitioner, Staff encourages the careful consideration of other zoning designations as a practical option, particularly the B-1 zoning designation.

Included in Addendum B of this report is Article 1345, B-1, Neighborhood Business District. The purpose of the B-1, District, as provided below, may better suit the surrounding area while providing adequate land-use opportunities for the subject site.

> 1345.01 PURPOSE.
> The purpose of the Neighborhood Business (B-1) District is to provide areas for convenient business uses, which tend to meet the daily shopping and service needs of the residents of an immediate neighborhood, and which contain pedestrian-oriented, human-scaled construction that is designed to be compatible with the surrounding neighborhood character. Because of the proximity to residential neighborhoods, high quality design is essential in order to preserve the integrity of those neighborhoods.

Comprehensive Plan Concurrence

The subject parcel, along with the multi-family development immediately behind, were presented to the Planning Commission in a February 2013 workshop as recommended "Future Study Area No. 8," which is illustrated in the image to the right. The draft general description of the study area was to reclassify the current multi-family and professional office-type properties to better reflect their uses and development patterns, which are considered nonconforming in the R-1 District.

The Planning Commission decided to remove this recommendation, along with two other study areas, from the Appendix A included in the Planning Commission's April 25, 2013 Comprehensive Plan Update recommendation to City Council.

Although the recommended study area did not carry through to the 2013 Plan Update adopted by City Council, the nonconforming land uses and development patterns remain. Further, the commercial building included in the present zoning map amendment petition is further constrained from other nonresidential uses not considered an office-type use.

As recommended in Chapter 9 "Implementation" of the Comp Plan, Addendum C of this report identifies how the proposed zoning map amendment relates to the Comp Plan's land management intent, location, and pattern and character principles.

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

It appears the proposed zoning classification change for the subject parcel from R-1 to an appropriate business and mixed-use supporting zoning district is in general concurrence with the Plan's principles for land management and encouraged growth objectives and furthers the following plan implementation strategies:

- LM 2.1 ..... Identify and prioritize sites for infill and redevelopment.
- LM 4.3 ..... Revise zoning regulations to permit mixed-use development at appropriate scales in various zoning districts.
- LM 5.2 ..... Permit higher density development in areas that are well-supported by existing or planned transportation infrastructure or transit services.
- NH 1.2 ..... Pursue zoning map amendments where appropriate to address potential zoning conflicts in residential areas both to preserve existing residential areas where appropriate or promote infill and redevelopment.
- NH 4.1 ..... Provide incentives to developers to encourage development of alternative housing types (i.e. higher density, live-work, mixed-use) in designated growth areas.
- ED 6.3 ..... Use incentives and zoning to promote development in areas with existing infrastructure capacity, in order to reduce the need for infrastructure extensions, and to concentrate infrastructure improvements reducing short-term and long-term operating costs.

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

WV State Code Comp Plan Consistency

West Virginia State Code 8A-7-8(a) provides the following concerning consistency and inconsistency determinations when considering zoning ordinance amendments *(emphasis added)*:

> Before amending the zoning ordinance, the governing body with the advice of the planning commission, must find that the amendment is consistent with the adopted comprehensive plan. *If the amendment is inconsistent, then the governing body with the advice of the planning commission, must find that there have been major changes of an economic, physical or social nature within the area involved which were not anticipated when the comprehensive plan was adopted and those changes have substantially altered the basic characteristics of the area.*

There has been visible and substantial commercial and mixed-use investment along the University Avenue corridor between the Morgantown corporate limits and Boyers Avenue in Star City since the adoption of the 2013 Comp Plan. This gradual transformation over the past six and a half years can be considered major economic and physical changes altering the activity and vitality of the immediate commercial portion of the corridor as intended by this State Code provision.

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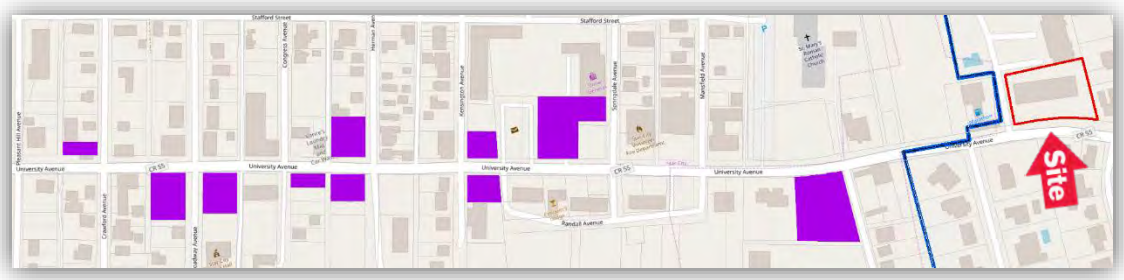
The following image identifies those several sites outside the City of Morgantown that have experienced rehabilitation, renovation, infill development, or are currently being redeveloped. Of particular note is that these changes have been more in the contextual scale and scope permitted in the City's B-1 District.



Should the Planning Commission have concerns with Comp Plan consistency, recognizing these economic and physical changes within the immediate commercial corridor would be a pertinent consideration.

STAFF RECOMMENDATION:

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

In conducting such an analysis, the Commission should determine if the B-2, Neighborhood Business District is the appropriate zoning classification for the petitioner's entire Parcel 267 of Seventh Ward Tax District, Tax Map 7, weighing all possible future development and land use scenarios as permitted by the Planning and Zoning Code; particularly, Article 1347 "B-2, Service Business District" and Table 1331.05.01 "Permitted Land Uses."

It is the opinion of the Planning Division that the petitioner's request to reclassify Parcel 267 of Tax Map 7 in the Seventh Ward Tax District from the current R-1 District to an appropriate business district is supported by the intent, location, pattern, and character goals and land management objectives set forth in the current Comp Plan.

The conscientious determination challenge is whether the petitioner's request for B-2 zoning is the highest and best zoning classification within the context of the surrounding built environment as guided for the "Corridor Enhancement" land management concept area in the current Comp Plan. The site is located in a unique setting adjoining a B-2 permitted use but located outside the City; adjoining nonconforming multi-family dwellings inside the City; and, adjoining and adjacent to R-1 permitted single-family dwellings inside the City.

The Planning Division does not disagree with the petitioner's request for B-2 zoning as a reasonable solution to the present commercial tenant challenges of the building, particularly how comparatively small the site is to other B-2 zoning districts within the City.

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However, the Planning Division would concur with the Planning Commission if it recommends to City Council to reject the petitioner's B-2 request and instead recommend a B-1 designation, which might be better supported by the Comp Plan's intent, location, pattern, and character goals and land management objectives.

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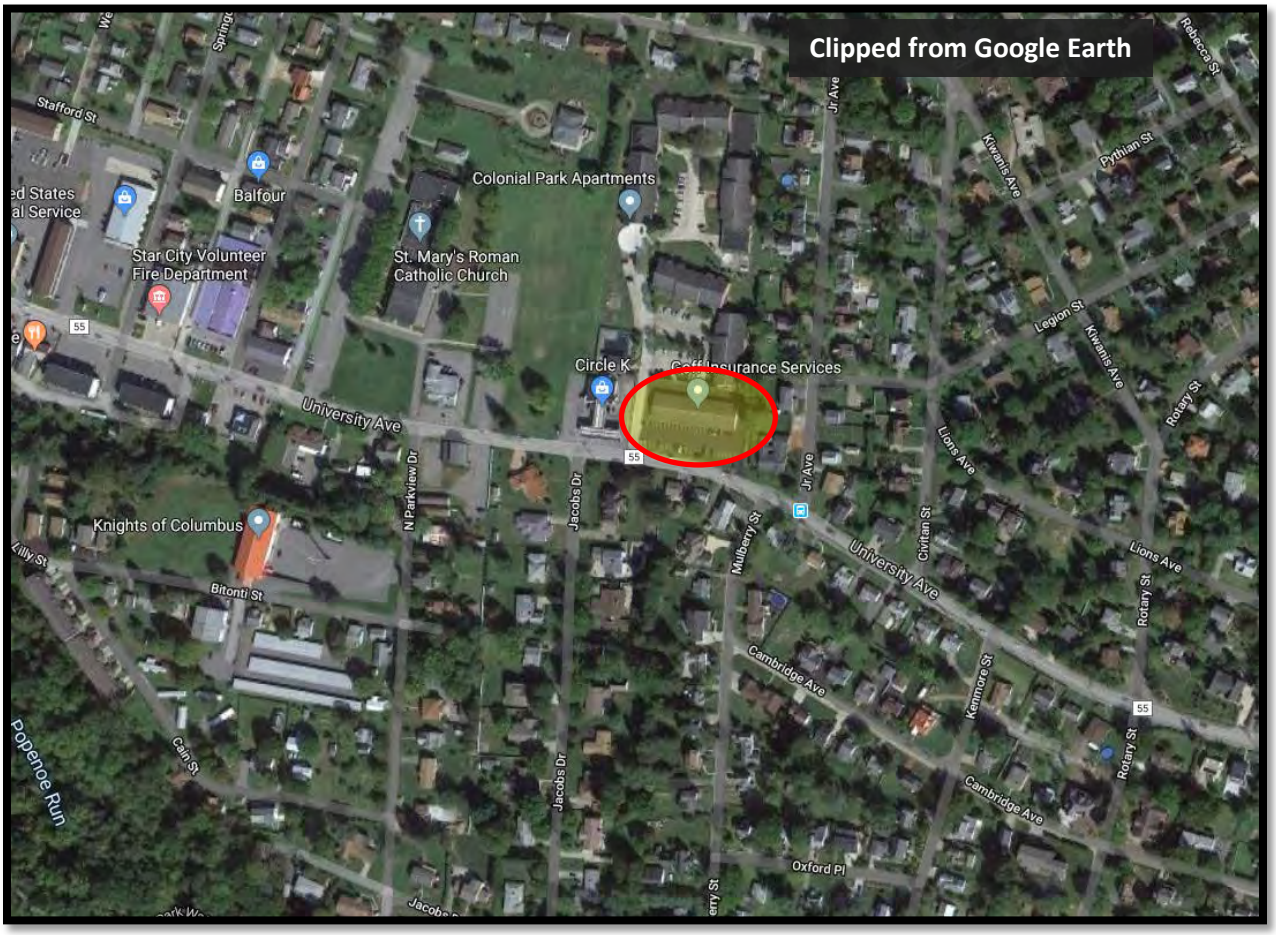
STAFF REPORT ADDENDUM A

RZ19-05 / Colonial Office Associates / 3280 University Avenue



STAFF REPORT ADDENDUM A

RZ19-05 / Colonial Office Associates / 3280 University Avenue

ARTICLE 1333
R-1. Single Family Residential District

1333.01 Purpose.
1333.02 Permitted principal and conditional uses.
1333.03 Lot provisions.
1333.04 Setbacks.
1333.05 Encroachments into setbacks.
1333.06 Building height.
1333.07 Performance standards.

CROSS REFERENCES
Design standards - see P. & Z. 1331.06(16)
Non-residential uses - see P. & Z. 1331.06(29)
Accessory uses - see P. & Z. 1331.08
Permitted signs - see P. & Z. 1369.06

1333.01 PURPOSE.
The purpose of the Single Family Residential (R-1) District is to:
(A) Provide for attractive single family neighborhoods for residents who prefer larger lot sizes and do not generally desire to live in close proximity to other types of uses, and
(B) Preserve the desirable character of existing single family neighborhoods, and
(C) Protect the single family residential areas from change and intrusion that may cause deterioration, and provide for adequate light, ventilation, quiet, and privacy for neighborhood residents.

1333.02 PERMITTED PRINCIPAL AND CONDITIONAL USES.
See the Permitted Land Use Table 1331.05.01.

1333.03 LOT PROVISIONS.
(A) The minimum lot size shall be 7,200 square feet.

(B) The minimum lot frontage shall be 70 feet. The frontage requirement may be waived for a parcel not fronting on an existing road if the parcel is served by a proper right-of-way.

(C) Maximum lot coverage shall be 40 percent.

1333.04 SETBACKS.

(A) The following setbacks shall be required for all principal structures, except as otherwise provided in Section 1363.02(B), Yard, Building Setbacks and Open Space Exceptions:

(1) Minimum Front setback:..... 25 feet
(2) Maximum Front setback:..... 30 feet
(3) Minimum Side setback:..... 10 feet
(4) Minimum Rear setback: ..... 25 feet

(B) On a corner lot, the front lot line shall be the lot line having the shortest dimension along the street right-of-way line. The required side yard setback on the side facing a street shall be one and one-half (1.5) times the normal side setback requirement. (Ord. 18-24. Passed 7-10-18.)

1333.05 ENCROACHMENTS INTO SETBACKS.

(A) Architectural features may project into a required setback as provided below:

(1) Fire escapes, chimneys, cornices, awnings, canopies, eaves, sills, pilasters, lintels, gutters or other similar features may extend into a setback a distance not exceeding three (3) feet, except that such features shall not extend closer than three (3) feet from the property line.
(2) Uncovered stairs, landings and porches shall not extend closer than three (3) feet from the property line.
(3) Open and covered, but un-enclosed front porches attached to single family dwellings may extend into the required front setback a distance equal to fifty (50) percent of the setback depth. Such porches may not subsequently be enclosed unless the normal setback requirements for the district are met.

(B) No permitted encroachment noted above shall extend to within three (3) feet of an accessory structure.

(C) Fences, walls, terraces, steps or other similar features may encroach into a required setback, except as provided in Section 1363.03, Safety and Vision. Such appurtenances shall not be located within access, drainage, or utility easements. (Ord. 06-01. Passed 1-3-06.)

(D) HVAC mechanical units may be located no closer than five (5) feet to a side lot line and may not be placed in the front yard. (Ord. 18-24. Passed 7-10-18.)

(E) Parking shall be permitted in the front setback only on approved driveways constructed to the standards of the City Engineering Department and arranged so that no part of any vehicle parked on the driveway encroaches into the right-of-way of any street.

1333.06 BUILDING HEIGHT.

(A) The maximum height of a principal structure shall not exceed two and one-half (2.5) stories or thirty-five (35) feet, whichever is less, except as provided in Section 1363.02(A), Height Exceptions.

(B) The maximum height of an accessory structure shall not exceed eighteen (18) feet. (Ord. 06-40. Passed 11-21-06.)

1333.07 PERFORMANCE STANDARDS.

(A) All residential construction shall substantially conform in street orientation to adjacent interior lot residential structures.

(B) Building Design Standards for Single-Family Dwelling new construction, additions, and redevelopment projects.

(1) Buildings should be clad in one or a combination of wood siding, vinyl siding, fiber cement siding, unit masonry, or manufactured masonry.

(2) Garden walls shall not be made from concrete masonry units (CMU) unless of the split face ornamental variety designed for use in landscaping projects.

(3) Principal building roofs should have a pitch that conforms to the roof pitches of adjacent single-family dwellings.

(4) Dwellings should have substantial front porches oriented toward primary street frontage. Covered, but unenclosed front porches shall not count toward the permitted maximum lot coverage.

(5) Garages, if attached to the dwelling, may not take up more than 65% of the width of the front façade nor extend closer to the front lot line than the primary building line of the front façade.

(C) Building Design Standards for Nonresidential new construction, additions, and redevelopment projects.

(1) Prohibited façade materials include vinyl siding; glare producing materials; unfinished wood; wood board sheathing products; ribbed, corrugated, galvanized, and alloy-coated metal panels; and, materials designed and intended for interior use.

(2) Prohibited façade primary materials include synthetic stucco systems, concrete masonry units (CMU), or fiber cement siding.

(3) Permitted accent materials for façades include unit masonry, manufactured masonry, metal, concrete, synthetic stucco systems, concrete masonry units (CMU), and fiber cement siding.

(4) For new construction, masonry should be used as the primary material on at least 75% of the net façade area. Manufactured masonry must appear identical to traditional unit masonry construction.

(5) Synthetic stone may be used if it is detailed to have the appearance of authentic stone. At a building corner, the synthetic stone must wrap around the corner and, at a minimum, extend to a depth of traditional stone.

(6) Roofing shall be consistent in material, style, pattern, and color throughout. Roofing may only be of earth toned or other muted colors. Glare producing materials and unpainted metal roofing is prohibited.

(7) No security bars, screens or gates shall be permitted to be attached to the principal façade of a nonresidential building.

(8) Transparency. The ground floor of the principal façade of a nonresidential building between three (3) feet and eight (8) feet in height shall have a minimum fenestration ratio of sixty percent (60%), comprised of clear windows that allow views of indoor nonresidential component space.

(9) Civic Buildings and Churches or Places of Worship should be built so that they terminate street vistas whenever possible, and should be of sufficient design to create visual anchors for the community.

(D) With the exception of single-family dwellings, parking areas shall be concealed along the street frontage by an architectural screen wall between three and one-half (3.5) and five (5) feet in height, and by dense landscaping along property lines not adjoining a public street. The material and finish of the architectural screen shall be consistent with the materials and finish of buildings with which it is associated or buildings in the immediate vicinity.

(E) Sidewalks shall be constructed along the frontage of a lot upon which a use is to be constructed unless waived by the City Engineer for single-family infill development on practicability merits. New sidewalks shall be at least five (5) feet wide. The City Engineer shall have the discretion to reduce this minimum standard to four (4) feet based on site constraints, or to conform to an existing but incomplete sidewalk along the same side of the street.
(Ord. 18-24. Passed 7-10-18.)

(F) All exterior lights shall be designed, located, installed and directed in such a manner as to prevent glare from encroaching onto adjoining properties or public rights-of-way.
(Ord. 18-25. Passed 8-7-18.)

ARTICLE 1345
B-1, Neighborhood Business District

1345.01 Purpose.
1345.02 Permitted and conditional uses.
1345.03 Lot provisions.
1345.04 Setbacks and encroachments.
1345.05 Building height, use and size.
1345.06 Parking and loading standards.
1345.07 Performance standards.
1345.08 Landscaping.

CROSS REFERENCES
Group residential facility - see W. Va. Code 8A-11-2
Outdoor kennels - see P. & Z. 1331.06(7), (24)
Daycare facility - see P. & Z. 1331.06(19)

1345.01 PURPOSE.
The purpose of the Neighborhood Business (B-1) District is to provide areas for convenient business uses, which tend to meet the daily shopping and service needs of the residents of an immediate neighborhood, and which contain pedestrian-oriented, human-scaled construction that is designed to be compatible with the surrounding neighborhood character. Because of the proximity to residential neighborhoods, high quality design is essential in order to preserve the integrity of those neighborhoods.

1345.02 PERMITTED AND CONDITIONAL USES.
See Permitted Land Use Table 1331.05.01.

1345.03 LOT PROVISIONS.
(A) The minimum lot size shall be 3,000 square feet.

(B) The minimum lot frontage shall be 30 feet.

(C) The minimum lot depth shall be 100 feet.

(D) Maximum lot coverage shall be 70 percent.

1345.04 SETBACKS AND ENCROACHMENTS.

(A) The following setbacks shall be required for all principal structures, except as otherwise provided in Article Section 1363.02(B) Yard, Building Setbacks and Open Space Exceptions:

(1) Minimum Front setback:.....5 feet

(2) Maximum Front setback:.....12 feet, unless there is outdoor seating associated with a restaurant, to be located between the building and street, in which case the maximum may be 18 feet.

(3) Minimum Side setback:.....3 feet for any building abutting a residentially zoned parcel, except where such setbacks may cause sight vision problems for motorists, as determined by the Planning Director or City Engineer; or where such setbacks make it impossible to comply with the parking standards of this Ordinance.

(4) Minimum Rear setback: .....20 feet except for through lots, in which case the parcel will be considered to have two front yards.

(B) The minimum setback for accessory structures on a lot shall be five (5) feet from the rear property line and five (5) feet from each side property line. No accessory structures are permitted within the front setback.

(C) On a corner lot, the front lot line shall be the lot line having the shortest dimension along the street right-of-way line.

1345.05 BUILDING HEIGHT, USE AND SIZE.

(A) The minimum permitted height of a principal building shall be two (2) stories. If a one-story building is desired, a conditional use permit shall be required regardless of the proposed use of the building.

(B) The maximum height of a principal structure shall not exceed forty (40) feet. Exceptions to this provision can be found in Section 1363.02(A), Height Exceptions.

(C) The maximum height of an accessory structure shall not exceed fifteen (15) feet.

(D) The maximum gross floor area of the footprint of individual nonresidential buildings shall be 5,000 square feet, unless otherwise specified. The maximum gross floor area shall be 10,000 square feet for two-story buildings and 15,000 square feet for three-story buildings. (Ord. 18-24. Passed 7-10-18.)

1345.06 PARKING AND LOADING STANDARDS.

(A) All uses within this district shall provide not less than seventy-five (75) percent of the required parking as set forth in Article 1365, Parking, Loading and Internal Roadways.

(B) No parking spaces shall be permitted between the front façade of a building and any street right-of-way. (Ord. 15-28. Passed 6-2-15.)

1345.07 PERFORMANCE STANDARDS.

(A) All construction shall conform in street orientation to adjacent structures, except where this shall cause conflict with other provisions.

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

(C) Materials:

(1) Walls shall be clad in any combination of stone, brick, stucco, marble, or wood.

(2) Roofs shall be clad in slate, sheet metal, corrugated metal, and/or diamond tab asphalt shingles, unless the roof is flat and generally not visible from a public street.

(3) The orders, if provided, should be made of wood or cast concrete. (Ord. 06-01. Passed 1-3-06.)

(D) Configuration:

(1) Two wall materials may be combined horizontally on one facade. The heavier material shall be below and should not extend above the first floor.

(2) Skylights shall be flat (non-bubble.)

(3) Windows shall be of square or vertical proportion, unless they are transom windows.

(4) The ground floor of the principal facade(s) of nonresidential buildings between three (3) feet and eight (8) feet in height shall have a minimum fenestration ratio of sixty percent (60%), comprised of clear windows that allow views of indoor nonresidential component space and/or product display areas. (Ord. 18-36. Passed 12-4-18.)

(E) Techniques:

(1) Stucco should be float finish, not of the synthetic variety.

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

(3) All rooftop equipment that is enclosed should be enclosed in building material that matches the structure or is visually compatible with the structure.

(4) No metal bars or screens shall be permitted to cover windows on any façade facing a street.

(F) Sidewalks:

(1) Sidewalks shall be constructed along the frontage of a lot upon which a B-1use is to be constructed. New sidewalks shall be at least six (6) feet wide, or the same width as an existing but incomplete sidewalk along the same side of the street.

(2) A canvas or fabric awning may be placed extending from a building over the sidewalk and into the public right-of-way. Such awning must be placed no lower than nine (9) feet above the sidewalk and extend no closer than three (3) feet from the curb line. An encroachment permit is required.

1345.08 LANDSCAPING.

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

ARTICLE 1347
B-2. Service Business District

1347.01 Purpose.
1347.02 Permitted and conditional uses.
1347.03 Lot provisions.
1347.04 Setbacks and encroachments.
1347.05 Building height, use and size.
1347.06 Parking and loading standards.
1347.07 Performance standards.
1347.08 Landscaping.

CROSS REFERENCES
Group residential facility - see W. Va. Code 8A-11-2
Outdoor kennels - see P. & Z. 1331.06(7), (24)
Daycare facility - see P. & Z. 1331.06(19)

1347.01 PURPOSE.
The purpose of the Service Business (B-2) District is to provide areas that are appropriate for most kinds of businesses and services, particularly large space users such as department stores. Typically B-2 districts are located along major thoroughfares.

1347.02 PERMITTED AND CONDITIONAL USES.
See the Permitted Land Use Table 1331.05.01.

1347.03 LOT PROVISIONS.
(A) The minimum lot size shall be 6,000 feet.

(B) The minimum lot frontage shall be 60 feet.

(C) The minimum lot depth shall be 100 feet.

(D) Maximum lot coverage shall be 60 percent.

1347.04 SETBACKS AND ENCROACHMENTS.
(A) The following setbacks shall be required for all principal structures, except as otherwise provided in Section 1363.02(B) Yard, Building Setbacks and Open Space Exceptions:

(1) Minimum Front setback:..... 15 feet
(2) Maximum Front setback:..... 30 feet
(3) Minimum Side setback:..... 5 feet on one side and 20 feet on the side where any access drives are located.
(4) Minimum Rear setback: ..... 40 feet.

(B) The minimum setback for accessory structures on a lot shall be ten (10) feet from the rear property line and ten (10) feet from each side property line. No accessory structures are permitted within the front setback.

(C) On a corner lot, the front lot line is the one having the shortest dimension along the street right-of-way line. The required side yard setback on the side facing a street shall be one and one-half (1.5) times the normal side yard setback requirements.

1347.05 BUILDING HEIGHT, USE AND SIZE.

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

(B) The maximum height of an accessory structure shall not exceed twenty (20) feet. (Ord. 06-40. Passed 11-21-06.)

1347.06 PARKING AND LOADING STANDARDS.

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

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

1347.07 PERFORMANCE STANDARDS.

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

(B) Metal paneling may be used for wall surfaces but the area of the metal paneling should not exceed twenty (20) percent of any one wall face.

(C) Materials:

(1) Walls should be clad in stone, brick, marble, stucco, approved metal paneling, and/or cast concrete.

(2) Roofs should be clad in slate, sheet metal, corrugated metal, and/or diamond tab asphalt shingles.

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

(D) Techniques:

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

(2) All primary entrance exterior doors should have rectangular recessed panels or glass.

(3) All rooftop equipment that is enclosed should be enclosed in building material that matches the structure or is visually compatible with the structure.

(E) Playground equipment, if provided, shall be located entirely behind the principal structure and shall meet required setbacks.

(F) Sidewalks shall be constructed along the frontage of a lot upon which a use is to be constructed. New sidewalks shall be at least six (6) feet wide, or the same width as an existing but incomplete sidewalk along the same side of the street.

1347.08 LANDSCAPING.

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

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Administrative Office				C	P	C	P	P	P	P	P	29
Agricultural Activity	P										P	
Airport											C	
Amphitheater							P	P				
Animal Grooming Service		C	C	C	C	P	P	P		P		28, 29
Animal Shelter							C			C	P	
Apparel Shop						P	P	P		P	P	28
Appliance Repair Establishment		C	C	C		P	P	P		P	P	4, 28, 29
Appliance Sales Establishment							P	P		P		
Art Gallery		C	C	C		P	P	P	P	P		28, 29
Artist Studio		C	C	C	P	P	C	P	P	C		28, 29
Assembly Hall						P	P	P		P		28
Assisted Living Facility				C		C	C					
Athletic Field	C	C	C	C		C	P	P		P		
Automotive Paint Shop							P				P	4, 9, 10
Automotive Rentals							C			C		
Automotive Sales							C			C		
Automotive Supply							C			P	P	
Automotive Tire Repair/Sales							P			P	P	4, 9, 10
Automotive/Boat Repair Shop							P				P	4, 9, 10
Automobile Repair Shop, Incidental							C	C		C	P	4, 9, 10
Bakery, Retail		C	C	C		P	P	P		P		28, 29
Bakery, Wholesale							P			P	P	
Barber Shop / Beauty Salon		C	C	C	P	P	P	P		P		28, 29
Bed and Breakfast Inn			C	C		P	P	P				5, 28
Brew Pub						C	P	P		P		18
Building Materials Supplier							P			P	P	9, 10
Car Wash/Detailing							P			P	P	
Caretaker's Residence	C	C	C	C			C		C	C	P	
Cemetery	P	P	P	P			P	P				
Charitable, Fraternal or Social Organization						P	P	P	P	P		28

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Churches, Places of Worship	C	C	C	C	C	C	P	P	C	P	C	12
Clinic, Medical				C		P	P	P	P	P	P	28, 29
Club or Lodge						P	P	P				28, 29
Coin-operated Cleaning/Laundry Service			A	C		P	P	P		P		28, 29
Communications Equipment Building	C	C	C	C		P	P	C	P	P	P	28
Community Center	C	C	P	P	P	P	P	P	C			28
Community Gardens	P	P	P	P		P						28
Composting Operation										P	P	3
Conference Center							P	P		P		
Consumer Fireworks Retail Sales							C			P	P	33
Consumer Fireworks Retail Sales Establishment							C			P	P	33
Consumer Fireworks Wholesale Establishment											P	34
Convenience Store, Neighborhood		C	C	C		P	P	P				28, 29
Dance or Social Club, Youth						C	P			P		
Day Care Facility, Class 1	P	P	P	P	P	P	P	P	P	P		
Day Care Facility, Class 2	C	C	C	P	P	P	P	P	P	P		19
Day Care Facility, Class 3				C	P	P	P	P	P	P		19
Department Store							P	P		P		
Distribution Center											P	
Dog Run							C			C	C	24
Dormitory				P			P	P				
Drive-in Theatre/Outdoor							P				P	
Drive-through Facility						A	A	A	A	A		25
Driving Range, Golf							C				C	
Drug Store		C	C	C		P	P	P		P		28
Dry Cleaning and Laundry Pick-up				P		P	P	P		P		28, 29
Dry Cleaning and Laundry Service						C	P	P		P		
Dwelling, Mixed Use			C	P		P	P	P	P	P		20, 26, 28
Dwelling, Multi-family			C	P			P	C	C			35
Dwelling, Single family	P	P	P	P	P							16

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Dwelling, Townhouse			P	P	P		P	P				
Dwelling, Two-family			P	P	P			C				
Electrical Repair Shop						P	P	P		P		4, 28
Emergency Shelter				C		C	C	P				
Equipment or Furniture Rental Establishment							P	P		P	P	9, 10
Essential Services and Equipment	P	P	P	P	P	P	P	P	P	P	P	28
Extractive Industry											P	31
Fairgrounds											P	
Farmer's Market						C	C	P				
Financial Services Establishment					P	P	P	P	P	P		28
Florist Shop		C	C	C		P	P	P		P		28, 29
Fraternity or Sorority House			C	P			P	C				
Funeral Home				P		P	P	P				28
Furniture Sales Establishment (Antique, New or Used)							P	P		P		4
Garden Center							P			P		
Gas Station Mini-Mart							P	P		P	P	8
Gasoline Service Station							P	P		P	P	8
Golf Course	C	C	C	P		P	P	P		P	P	28
Government Facility	P	P	P	P		P	P	P	P	P	P	28
Greenhouse, Non-Commercial	A	A	A	A							P	
Greenhouse, Commercial							P				P	
Grocery Store							P	P		P	P	
Group Residential Facility	P	P	P	P		P	P	P				28
Group Residential Home	P	P	P	P		P	P	P				28
Guest House			C	C								
Half-way House			C	C		C	C					
Hardware Store						C	P	P		P	P	
Health/Sports Club			C	C		P	P	P	P	P	P	28, 29
Heavy Machinery Sales										P	P	4, 9, 10
Heliport or Helipad								C		C	C	
Home Improvement Center							P	C		P		
Home Occupation, Class 1	A	A	A	A	A	A	A	A	A	A	A	2
Home Occupation, Class 2	C	C	C	C	C	C	C	C	C	C	C	2

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Hospital	C	C	C	C		C	P	C		P	C	
Hotel							P	P	P	P		
Hotel, Full-service							P	P	P	P		1
Hypermarket							P			P		
Industrial Equipment Repair Establishment											P	
Industrial Park											P	
Industrial Supplies Establishment											P	
Industry, Heavy											C	32
Industry, Light							C			C	P	9, 10
Instructional Studio		C	C	C		P	P	P		P		28, 29
Junkyard											C	17
Kennel, Commercial						C	P					7
Laboratories									P	P	P	9, 10
Laundromat			C	C		P	P	P		P		28, 29
Liquor Store							P	P		P		
Lodging or Rooming House			C	P			P					
Manufactured Homes	P	P	P	P	P							16
Manufactured Housing Sales											P	
Manufacturing, Heavy											P	32
Marina, Commercial							C	C		C	C	14
Marina, Private							C	C		C	C	14
Medical Cannabis Dispensary							P			P		
Medical Cannabis Growing Facility											P	
Medical Cannabis Processing Facility										P	P	
Marine Supplies Establishment							P			P	P	9, 10
Mixed Use Building			C	P		P	P	P	P	P		20, 26, 28
Motel							P	P		P		
Motorcycle Sales Establishment							P			P		
Movie Theater, Large							P	C		P		
Movie Theater, Small						P	P	P		P		28
Multi-Use Nonresidential Building					C	C		C	P		P	29

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Newsstand		C	C	C		P	P	P	P	P		29
Nursery, Plant							P	C		C		
Nursing Home				P			P		P			
Office Building					P	C	P	P	P	P	P	
Office Equipment Repair Establishment							P	P		P	P	4, 9, 10
Office, Medical					P		P	P	P	P		
Office Park									C	P	P	
Office Supplies Establishment						P	P	P	P	P		28
Oil Change Facility							P	P		P	P	
Outdoor Flea Market						C	C	C		C		
Outdoor Storage							C			C	P	
Outdoor Storage, Seasonal							P			P	P	
Park and Recreational Services	C	C	C	P		P	P	P	P			11, 28
Parking Lot, Principal Use				C		P	P	C		P	P	
Parking Structure, Principal Use				C		P	P	C		P	P	28
Passenger Station, Motor Bus, Railroad						C	P	P		P	P	
Pawnshop						P	P	P		P		28
Penal/Correctional Institution											C	
Personal Services Establishment				C	P	P	P	P	C	P		28, 29
Personal Storage Facility							C			C	C	15
Private Club							C			P	P	18
Professional Services Establishment			C	C	P	P	P	P		P		28, 29
Recreation Facility, Commercial, Outdoor						C	P			P		11
Recreational Facility, Commercial, Indoor						C	P			P		11
Recyclable Collection Center/ Solid Waste Transfer Station											P	6
Recycling Center										P	P	
Repair, Small Engine and Motor Shop							P	P		P	P	4, 9, 10

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Research and Development Center									C	P	P	
Restaurant				P		P	P	P	P	P		27, 28, 29
Restaurant with Drive-in							P	P	P	P		
Restaurant, Family			C	P		C	P	P	P	P		28, 29
Restaurant, Fast Food						C	P	P	P	P		22, 25, 27
Restaurant, Private Club						C	P	C		P	P	18, 27
Restaurant, Private Wine						P	P	P		P	P	
Retail Sales Establishment						P	P	P		P		28
Re-use of Closed/Vacant School or Church	C	C	C	C		C	C	C				
Salvage Yard											C	
School (K-12), Private	C	C	C	C		C	P	P		P		
Sexually Oriented Business											C	
Shooting Range, Indoor							C			C	P	
Shopping Center, Large Scale							P			P		
Shopping Center, Medium Scale							P			P		
Shopping Center, Small Scale							P			P		
Snack Bar/Snack Shop				C		P	P	P	A	P		28, 29
Sporting Goods Establishment						C	P	P		P		
Tavern						P	P	P		P	P	21, 28
Taxicab Service							P			P	P	28
Telecommunications Class I	P	P	P	P	P	P	P	P	P	P	P	30

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Telecommunications Class II			P	P		P	P	P	P	P	P	30
Telecommunications Class III						C	C	C		C	C	30
Transient Amusement Enterprise							P			P	P	
Terminal, Truck or Motor Freight											P	
University or College, Private							C	P		P		
Upholstery / Interior Decorating Service							P	P		P		4
Video Gaming / Lottery Establishment											P	13
Veterinary Clinic					C	P	P	P		P		7, 28
Warehousing / Distribution									P		P	21
Wellness Center			C	C	P	C	P	P	P	P		29
Wholesale Establishment									P	P	P	
Wrecker Service							C				P	

(Ord. 06-37. Passed 11-8-06; Ord. 06-48. Passed 12-5-06; Ord. 07-17. Passed 6-5-07; Ord. 07-19. Passed 6-5-07; Ord. 07-20. Passed 6-5-07; Ord. 07-53. Passed 11-6-07; Ord. 09-08. Passed 3-3-09; Ord. 09-16. Passed 5-5-09; Ord. 09-29. Passed 7-7-09; Ord. 11-44. Passed 11-1-11; Ord. 12-27. Passed 7-3-12; Ord. 13-32. Passed 7-2-13; Ord. 16-38. Passed 8-2-16; Ord. 16-43. Passed 9-6-16; Ord. 16-48. Passed 10-4-16; Ord. 17-27. Passed 7-5-17; Ord. 18-14. Passed 4-3-18; Ord. 18-23. Passed 7-10-18; Ord. 18-24. Passed 6-5-18; Ord. 18-29. Passed 10-16-18.)

STAFF REPORT ADDENDUM C

RZ19-05 / Colonial Office Associates / 3280 University Avenue

Concurrence with the 2013 Comprehensive Plan Update

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

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

Principles for Land Management

Principal 1	Infill development and redevelopment of underutilized and/or deteriorating sites takes priority over development in green field locations at the city's edge.	☒ Concurrence ☐ Inconsistent ☐ Other
	The subject site is developed and continues as a nonconforming building and commercial use in the R-1 District. The current R-1 zoning designation obstructs opportunities to diversify nonresidential tenants within the existing commercial building. Sustained vitality of the commercial building appears prudent to ensure it continues to serve as an effective buffer between adjoining R-1 zoned single-family homes inside the City of Morgantown and commercial properties located outside the City of Morgantown and beyond the City's land use regulations. Continued vitality of the site and the building advances neighborhood preservation objectives to maintain existing buildings and provides commercial activity within the urban core of Morgantown. Reclassification of the site also promotes appropriately scaled mixed-use redevelopment in the future as desired in the corridor enhancement concept area. The expectation that the approximately 37,800 square foot parcel will at some point be redeveloped into one to three parcels to support R-1 District conforming single-family development is unreasonable and improbable.	
Principal 2	Expansion of the urban area will occur in a contiguous pattern that favors areas already served by existing infrastructure.	☒ Concurrence ☐ Inconsistent ☐ N/A or Inconclusive
	The subject tract of realty is within the urban area and appears to be well-served by existing utility and roadway infrastructure.	
Principal 3	Downtown, adjacent neighborhoods and the riverfront will be the primary focus for revitalizations efforts.	☐ Concurrence ☐ Inconsistent ☒ N/A or Inconclusive
	Although the subject tract of realty is not located within or adjacent to the central business district, it is located near other business properties of a similar neighborhood-scaled commercial and mixed-use development pattern.	

STAFF REPORT ADDENDUM C

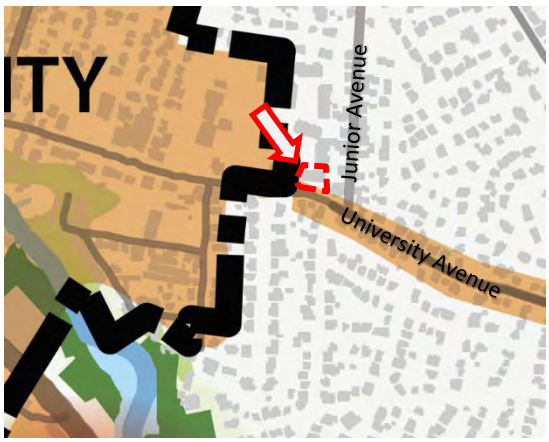
RZ19-05 / Colonial Office Associates / 3280 University Avenue

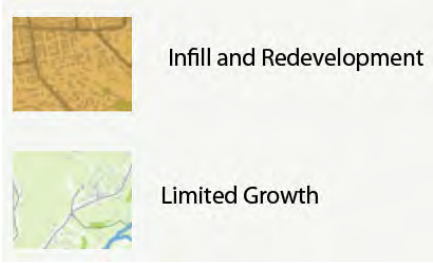
Principal 4	Existing neighborhoods throughout the city will be maintained and/or enhanced.	☒ Concurrence ☐ Inconsistent ☐ N/A or Inconclusive
	The subject parcel is located adjacent to unincorporated Monongalia County. Directly abutting the property is a gas station mini mart use that appears to be in keeping with Star City's Commercial/Retail zoning classification that is provided along the town's University Avenue corridor. The maintenance and vitality of the commercial building appears prudent to ensure it continues to serve as an effective buffer between adjoining R-1 zoned single-family homes inside the City of Morgantown and the adjoining gas station mini-mart use located outside the City of Morgantown and beyond the City's land use and land development regulations.	
Principal 5	Quality design is emphasized for all uses to create an attractive, distinctive public and private realm and promote positive perceptions of the region.	☐ Concurrence ☐ Inconsistent ☒ N/A or Inconclusive
	Site and building design are extraneous to the petitioner's zoning map amendment request.	
Principal 6	Development that integrates mixed-uses (residential, commercial, institutional, civic, etc.) and connects with the existing urban fabric is encouraged.	☒ Concurrence ☐ Inconsistent ☐ N/A or Inconclusive
	Mixed-use development patterns are not permitted in the R-1 Zoning District, which is a desired development objective within the corridor enhancement concept area. The maintenance and vitality of the commercial building appears prudent to ensure it continues to serve as an effective buffer between adjoining R-1 zoned single-family homes inside the City of Morgantown and the adjoining gas station mini-mart use located outside the City of Morgantown and beyond the City's land use and land development regulations.	
Principal 7	Places will be better connected to improve the function of the street network and create more opportunities to walk, bike and access public transportation throughout the region.	☐ Concurrence ☐ Inconsistent ☒ N/A or Inconclusive
	The map amendment would not result in any immediate street or pedestrian network improvements.	
Principal 8	A broad range of housing types, price levels and occupancy types will provide desirable living options for a diverse population.	☒ Concurrence ☐ Inconsistent ☐ N/A or Inconclusive
	Mixed-use or more diverse housing development patterns are not permitted in the R-1 Zoning District.	

Principal 9	Residential development will support the formation of complete neighborhoods with diverse housing, pedestrian-scaled complete streets, integrated public spaces, connection to adjacent neighborhoods, and access to transportation alternative and basic retail needs. *Site design is extraneous to the petitioner's zoning map amendment request.*	☐ Concurrence ☐ Inconsistent ☒ N/A or Inconclusive
Principal 10	Parks, open space, and recreational areas are incorporated as part of future development. *Site design is extraneous to the petitioner's zoning map amendment request.*	☐ Concurrence ☐ Inconsistent ☒ N/A or Inconclusive
Principal 11	Environmentally sensitive and sustainable practices will be encouraged in future developments. *Site design is extraneous to the petitioner's zoning map amendment request.*	☐ Concurrence ☐ Inconsistent ☒ N/A or Inconclusive

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

The following graphic is clipped from the **Conceptual Growth Framework Map** included on Page 19 of the 2013 Comprehensive Plan Update. The subject development site is located within a **"Infill and Redevelopment"** and **"Limited Growth"** concept area.





STAFF REPORT ADDENDUM C

RZ19-05 / Colonial Office Associates / 3280 University Avenue

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

The graphic to the right is clipped from **Map 3 – Pattern and Character** included on Page 27 of the 2013 Comprehensive Plan Update. The subject site is located within the **"Neighborhood 1"** pattern and character area.

Neighborhood 1. Neighborhood 1 includes the oldest residential areas in the city surrounding Downtown and WVU's campus. It encompasses most of the city's historic neighborhoods as well as areas dominated by student renters. This neighborhood type has the highest density of buildings on the smallest lots. The district contains a mix of housing types ranging from older single family homes to four-six unit apartment buildings to newly constructed multi-story apartment buildings – often with multiple housing types in the same block. Small-scale commercial or civic uses are also integrated into the neighborhood fabric. The blocks are small and generally follow a grid street pattern. This is the most walkable neighborhood area.

The graphic to the right is clipped from **Map 4 – Land Management** included on Page 39 of the the 2013 Comprehensive Plan Update. The subject development site is located within the "**Neighborhood Conservation"** and **"Corridor Enhancement"** concept areas.

Neighborhood Conservation*: Preservation of existing neighborhood character and continued maintenance of buildings and infrastructure.

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

*See Map 3. Pattern and Character for existing context.
**Hatched areas indicate opportunities for corridor enhancement within another concept area.

STAFF REPORT ADDENDUM C

RZ19-05 / Colonial Office Associates / 3280 University Avenue

The following graphics are clipped from Pages 41 through 43 of the 2013 Comprehensive Plan Update and identify the development types desired within the "**Neighborhood Conservation"** and **"Corridor Enhancement"** concept areas

Appropriate Development Types

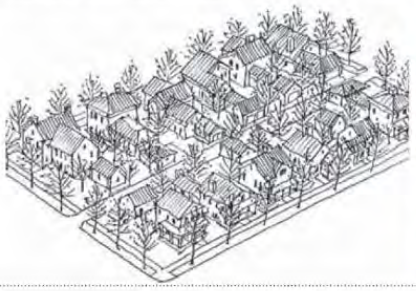
CONCEPT AREA	SF	TF	MF	C	NX	UC	CC	O	I	CD	OS
Neighborhood Conservation*	●	○	○	●							●
Corridor Enhancement*			●	●	●		●	●			●

* Appropriate development depends on existing context. See Development Patterns and Character (pages 26-32)

○ Neighborhood Conservation is a concept intended to maintain and protect existing neighborhoods. Multi-family residential may be appropriate in these areas if such development currently exists there. Multi-family residential is not appropriate for many Neighborhood Conservation areas.

DEVELOPMENT TYPE DESCRIPTIONS | **PATTERN AND CHARACTER EXAMPLES**

SF **Single Family Residential**
Detached 1-2.5 story residential structures each intended for one family. Densities range from six to twelve units per acre.



TF **Two Family Residential**
Detached structures that each contain two separate residential dwellings and townhouse dwelling types. May be built in a similar pattern as single-family structures and integrated in neighborhoods with other single-family structures and/or at the edge of single-family neighborhoods. Densities range from six to twenty units per acre.

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

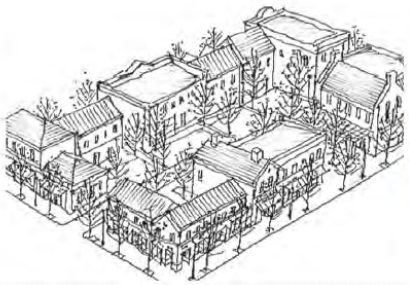
STAFF REPORT ADDENDUM C

RZ19-05 / Colonial Office Associates / 3280 University Avenue

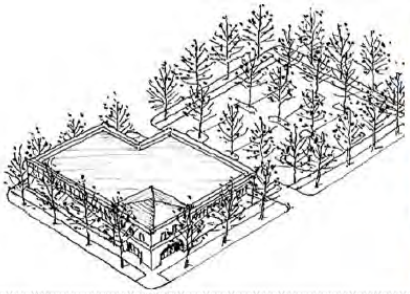
DEVELOPMENT TYPE DESCRIPTIONS | **PATTERN AND CHARACTER EXAMPLES**

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

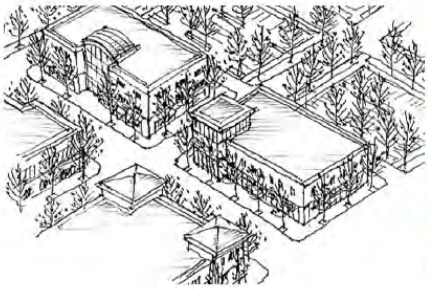
NX **Neighborhood Center Mixed-Use**
A mix of housing, office, commercial, and civic uses adjacent to one another or contained within the same structure (such as offices or apartments above ground-floor retail). Such uses should be compatible with and primarily serve nearby neighborhoods (within 1/2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



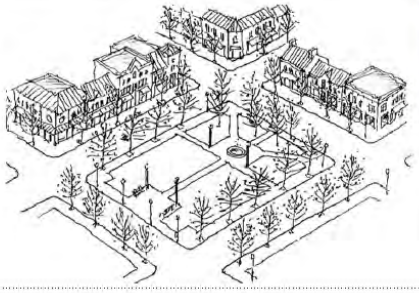
CC **Community Commercial**
Larger scale, primarily retail, restaurant and accommodation uses that serve the broader community. Buildings should be located close to the street with parking to the rear or side and should be well-connected to surrounding development and pedestrian infrastructure.



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



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



THE CITY OF MORGANTOWN WEST VIRGINIA

OFFICE USE
CASE NO. RZ19-05

APPLICATION FOR ZONING MAP AMENDMENT

Fee: ☑ Less than one acre = $250.00 ☐ One acre or greater = $500.00 [Z-RZ]

(PLEASE TYPE OR PRINT IN INK) Pd CK# 2550

I. OWNER / APPLICANT

Name:	Colonial Office Associates	Phone:	(304) 296-8284
Mailing Address:	Street: 3280 University Av. Suite 6	Mobile:	(304) 282-3680
	City / State / Zip: Morgantown, WV 26505	Email:	mkeallen1922@gmail.com

II. AGENT / CONTACT INFORMATION

Name:	Michael K Callen, Attorney at law	Phone:	same as above
Mailing Address:	Street: Same as above	Mobile:	
	City / State / Zip:	Email:	Same as above
Mailings:	Send all correspondence to (check one): ☐ Applicant OR ☑ Agent/Contact		

III. PROPERTY

Street Address (if assigned):	3280 University Avenue				
Tax Map(s) #:	7	Parcel(s) #:	0267	Size (sq. ft. or acres):	.83 Ac
Current Zoning Classification:	R-1	Proposed Zoning Classification:	B-2		
Current Land Use:	Office	Proposed Land Use*:	Office/retail/restaurant		

**The Planning Commission does not take proposed use into consideration. The question is asked merely for staff to determine if the proposed district allows the intended use.*

$250.00
Z-RZ
2020-0000535
Breanna Efaw
11/1/2019 8:52:34 AM
Zoning Map Amendment Application
Fee Deposit Only
City of Morgantown

IV. ATTEST

I hereby certify that I am the owner of record of the named property, or that this application is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent and I agree to conform to all applicable laws of this jurisdiction, whether specified herein or not. I certify that I have read and examined this document and know the same to be true and correct. The undersigned has the power to authorize and does hereby authorize City of Morgantown representatives on official business to enter the subject property as necessary to process the application and enforce related approvals and conditions.

Colonial Office Associates, a Limited Partnership
by Michael K Callen its attorney

Type/Print Name of Applicant/Agent | Type/Print Name of Applicant/Agent | Date

ACTION LETTER

RZ19-05

Colonial Office Association

3280 University Avenue | R-1 to B-2

The City of Morgantown

DEVELOPMENT SERVICES DEPARTMENT

389 SPRUCE STREET
MORGANTOWN, WEST VIRGINIA 26505
(304) 284-7431 TDD (304) 284-7512
www.morgantownwv.gov

December 13, 2019

Colonial Office Associates
c/o Michael Callen
3280 University Avenue, Suite 6
Morgantown, WV 26505

RE: RZ19-05 / Colonial Office Association / 3280 University Avenue
Seventh Ward Tax District, Tax Map 7, Parcel 267
Zoning Map Amendment from R-1 to B-2

Dear Mr. Callen:

This is to notify you of the Morgantown Planning Commission's decision on December 12, 2019 concerning the above referenced zoning map amendment petition. Specifically, the Planning Commission voted unanimously to send the following recommendation to City Council.

1. To deny the petitioner's request to reclassify Parcel 267 of Tax Map 7 in the Seventh Ward Tax District from R-1, Single-Family Residential District to B-2, Service Business District.

2. To approve the zoning reclassification of Parcel 267 of Tax Map 7 in the Seventh Ward Tax District from R-1, Single-Family Residential District to B-1, Neighborhood Business District.

The Planning Commission based this recommendation on its record and belief that the B-1 zoning classification the appropriate business district better supported by the intent, location, pattern, and character goals and land management objectives set forth in the 2013 Comprehensive Plan Update.

Normally, the Planning Commission's recommendation is presented to City Council at its next Committee of the Whole Meeting. However, City Council has canceled its December Committee of the Whole meeting.

Instead, the First Reading of the ordinance reflecting the Planning Commission's recommendation will be included on City Council's 07 JAN 2020 agenda. Assuming City Council votes favorably on the First Reading of this ordinance, the Public Hearing and Second Reading of the ordinance reflecting the Planning Commission's recommendation will be included on City Council's 04 FEB 2020 agenda.

Please contact me should you have any questions concerning the Planning Commission's recommendation or City Council zoning related ordinance process.

Respectfully,

Christopher M. Fletcher

Christopher M. Fletcher, AICP
Director of Development Services

cc via email: Paul Brake, City Manager; Christine Wade, City Clerk

DRAFT ORDINANCE

RZ19-05

Colonial Office Association

3280 University Avenue | R-1 to B-2

ORDINANCE NO._____

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF A PARCEL OF REAL ESTATE IN THE SEVENTH WARD OF THE CITY OF MORGANTOWN FROM R-1, SINGLE-FAMILY RESIDENTIAL DISTRICT TO B-1, NEIGHBORHOOD BUSINESS DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WERE FULLY SET FORTH HEREIN.

Property included in this ordinance is identified as Seventh Ward Tax District, Tax Map 7, Parcel 267.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the zoning designation for Parcel 267 of County Tax Map 7 in the Morgantown Seventh Ward Tax District of the Monongalia County tax assessment as described herein and illustrated on the exhibit hereto attached and declared to be a part of this Ordinance to be read herewith as if the same were fully set forth herein is reclassified from R-1, Single-Family Residential District to B-1, Neighborhood Business District.

2. That the Official Zoning Map be accordingly changed to show said zoning classification.

This Ordinance shall be effective from the date of adoption.

FIRST READING:

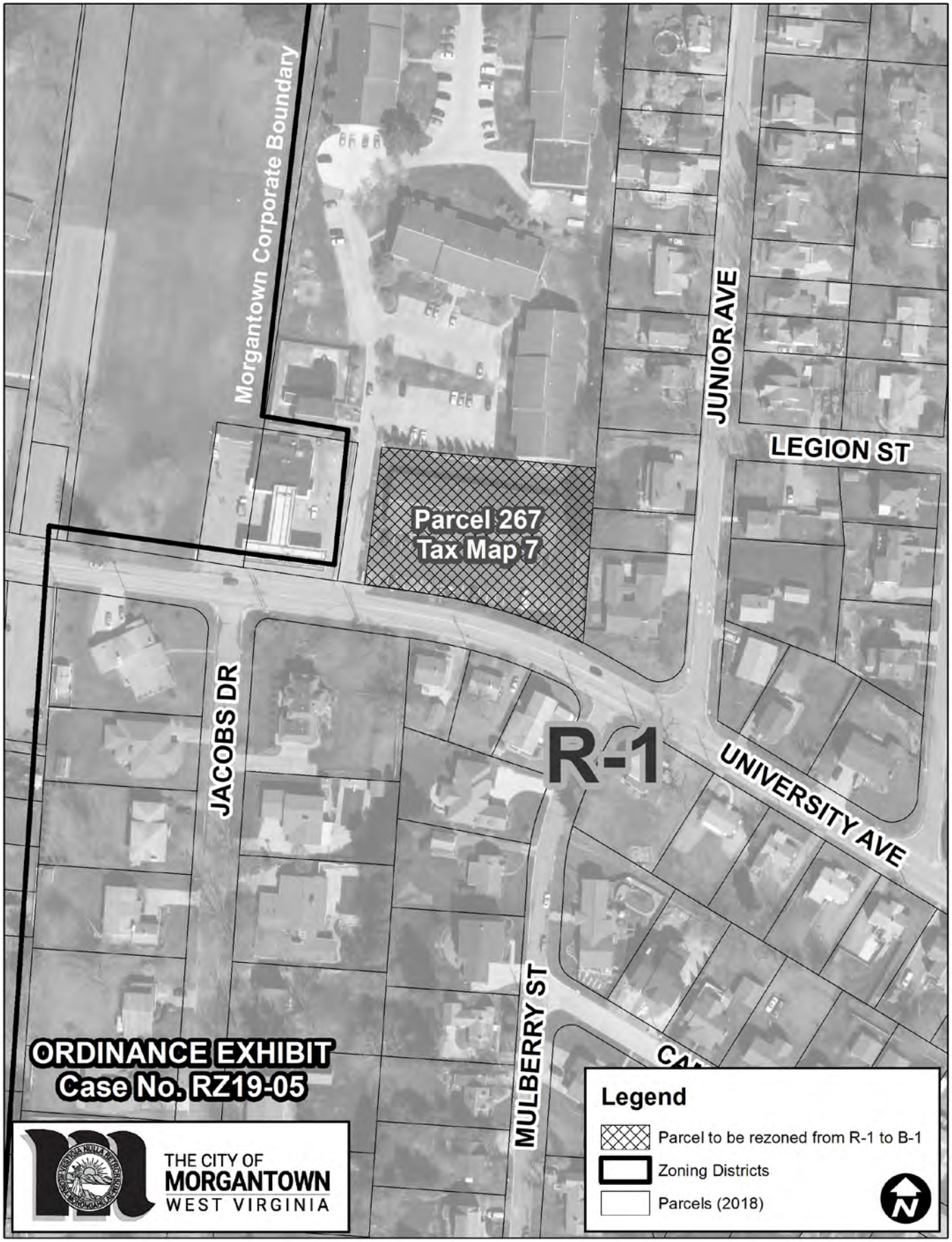
_____
Mayor

ADOPTED:

FILED:

_____
City Clerk

RECORDED:


Morgantown Corporate Boundary
JUNIOR AVE
LEGION ST
Parcel 267
Tax Map 7
JACOBS DR
R-1
UNIVERSITY AVE
MULBERRY ST
ORDINANCE EXHIBIT
Case No. RZ19-05
THE CITY OF
MORGANTOWN
WEST VIRGINIA
Legend
Parcel to be rezoned from R-1 to B-1
Zoning Districts
Parcels (2018)
N

ORDINANCE NO. 2020-_____

AN ORDINANCE AUTHORIZING AN OFFICE SPACE LEASE AGREEMENT AT THE MORGANTOWN MUNICIPAL AIRPORT

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached agreement, which is incorporated in this Ordinance by reference, leasing office space at the Morgantown Municipal Airport to Tetra Tech, Inc.

FIRST READING:

_____
Mayor

ADOPTED:

FILED:

_____
City Clerk

RECORDED:

City of Morgantown

AND

Tetra Tech

Office Lease Agreement

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City of Morgantown
and
Tetra Tech

Office Lease Summary

TYPE OF AGREEMENT	Office Space
TENANT	Tetra Tech
REPRESENTATIVE(S)	Dan Batrack Chief Executive Officer
NOTICE ADDRESS	3475 East Foothill Blvd. Pasadena, CA 91107 (626) 351-4664
COMMENCEMENT DATE	February 1, 2020
TERM	Three (3) years
RENEWAL OPTIONS	Two (2) – One (1) year options
TERMINATION DATE	January 31, 2023
LEASEHOLD/ASSIGNED PREMISES	Office Space, NOROP building (See Exhibit A)
INITIAL RENTAL RATE	$45,261 annually or $3,771.75 Monthly Finished Office Space 2286ft^2 @ $15/ft^2 = $34,290 Unfinished Space 1219 ft^2 @ $9 ft^2 = $10,971
RENTAL ADJUSTMENT	CPI-U
OTHER FEES, RATES AND CHARGES	Utilities
AUTHORIZED USE(S)	Engineering and Consulting Business

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

Tetra Tech

Office Space Lease Agreement

THIS LEASE AGREEMENT for office space (the "Agreement**")** is entered into this **1st day of February, 2020**, by and between the **CITY OF MORGANTOWN**, a municipal corporation and political subdivision of the State of West Virginia, (the "**City**"), and **Tetra Tech**, a corporation located at 3475 East Foothill Blvd., Pasadena, CA 91107; (626) 351-4664 (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 200 square feet of space.

Section 1.02 Acceptance of Demised Premises

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

Section 1.03 Use of Demised Premises

1. The Tenant's use of the demised premises is limited to the general operation of a professional 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 three year period, commencing **February 1, 2020, (**Commencement Date) and terminating on January 31**, 2023.**

Section 3.02 Options to Renew

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

1. Tenant shall have the option to renew this Agreement for two (2) additional one (1) year periods.
2. Prior to the conclusion of the initial and all renewal terms, The Tenant and City may initiate discussions regarding a new lease. The Tenant may declare its intention to begin negotiations on a new lease Agreement, in writing, on or before, the 180th day prior to the expiration of this Agreement. Such 180 day period shall expire at midnight of the last day of the Agreement.
3. During said 180 day period, all of the terms and conditions including the amount of rent and other fees to be paid under a new Agreement shall be negotiated in good faith by both parties and

reduced to writing and executed. If a written lease Agreement is not executed by the Tenant prior to the end of this negotiation period, this Agreement shall terminate in accordance with 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 **$45,261.00**, which is equal to **$15.00** per square foot for **2286** square feet of finished office space and **$9.00** per square foot for 1**219** square feet of unfinished space. Said agreed rent shall be paid in advance monthly in twelve (12) equal installments of **$3771.75** 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 All Urban Consumers (CPI-U) published immediately preceding the Effective Date of this Lease, ***February 1, 2020***, and multiplying the quotient thereof by the last Index (CPI-U) published immediately preceding each such one (1) year lease period $\left(\left(\frac{initial\ rental\ rate}{initial\ CPI-U}\right) \times (current\ CPI - U) = new\ rental\ rate\right)$. 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 "All Goods and Services" for Urban areas for the U.S. City Average as determined by the United States Department of Labor, Bureau of Statistics.

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

Section 3.06 Late Charges

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

Section 3.07 Surrender of Possession

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

Section 3.08 Holding Over

If Tenant shall, with the 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.

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:

3475 East Foothill Blvd.
Pasadena, CA 91107
(626) 351-4664

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	**TETRA TECH**
By: _____	By: _____
Paul Blake City Manager	**Dan L. Batrack** Chief Executive Officer
Date:_____	Date:_____

RESOLUTION NO. 2020-____

RESOLUTION

CONSENTING TO CONTINUED INITIAL RESETTLEMENT OF REFUGEES IN THE CITY OF MORGANTOWN, WEST VIRGINIA

WHEREAS, The City of Morgantown has welcomed refugees facing religious, ethnic and political persecution for many years; and,

WHEREAS, the world is currently facing the worst refugee crisis in human history; and,

WHEREAS, by definition, refugees are individuals who have been forced to flee their home country due to persecution based on their race, religion, nationality, political opinion, or social group; and,

WHEREAS, resettlement is the last resort for refugees who cannot return to their home country and cannot rebuild their lives where they first fled; and,

WHEREAS, the United States government operates the U.S. Refugee Admissions Program and mandates extensive refugee vetting for every refugee resettled to the United States; and,

WHEREAS, The City of Morgantown is currently the home of resettled refugees who may be joined by family members from which they have been separated; and,

WHEREAS, community members, families, local organizations, and faith-based institutions have supported the arrival and integration of refugee families for several years; and,

WHEREAS, refugees have a significant net positive effect on the local economy; and

WHEREAS, several local employers hire refugee employees to help grow their business;

NOW, THEREFORE, BE IT RESOLVED, That with regard to federal Executive Order 13888 "*On Enhancing State and Local Involvement in Resettlement*,*"* the City Council of The City of Morgantown, West Virginia consents to the initial resettlement of refugees and shall expressly

confirm so in writing to the US Department of State, Bureau of Population, Refugees, and Migration upon passing of this resolution.

RESOLVED, That the City Council of The City of Morgantown, West Virginia has the authority to grant such consent.

RESOLVED, That this consent is valid unless or until withdrawn.

RESOLVED, That the City Council of The City of Morgantown, West Virginia, recognizes that Governor Jim Justice, the Governor of West Virginia, has granted to consent to initial refugee resettlement as per the terms of Executive Order 13888.

RESOLVED, that a copy of this resolution will be transmitted to the US Department of State, Bureau of Population, Refugees, and Migration.

Adopted this ___ day of January, 2020

_____

William A. Kawecki, Mayor

_____

Christine Wade, City Clerk

THE CITY OF
MORGANTOWN
WEST VIRGINIA

STRATEGIC PLAN 2017 - 2019

FINAL REPORT

MORGANTOWN CITY COUNCIL

2019 - 2021

Pictured from left to right: Ron Dulaney Jr.-Fifth Ward, Dave Harshbarger-Sixth Ward, Deputy Mayor Rachel Fetty-First Ward, Barry Lee Wendell-Seventh Ward, Jenny Selin-Fourth Ward, Mayor Bill Kawecki-Second Ward, Zack Cruze-Third Ward.

Paul Brake
City Manager

Emily Muzzarelli
Assistant City Manager

THE CITY OF MORGANTOWN WEST VIRGINIA

2017-2019 STRATEGIC PLAN OVERVIEW

The City of Morgantown's 2017-2019 Strategic Plan serves as the road map to guide the vision of City Council. The Plan outlines our goals, objectives and strategies to help us make significant, measurable and attainable improvements.

The City of Morgantown welcomes all people regardless of race, religion, national origin, sex, gender identity, sexual orientation, color ancestry, age, abilities, blindness, economic, family or veteran status, or life situation. The city strives to be an inclusive community for its residents and visitors. The City of Morgantown asks everyone to act with a helpful intent, to respond to each other with civility, and to treat the environment with respect.

Whether you're in town for a conference at the Waterfront Place Hotel, attending a sporting event, exploring the great outdoors, or shopping and dining downtown, Morgantown is a city that has something for everyone!

STRATEGIC GOALS

ATTRACTIVE AMENITIES

Explore new and enhanced amenities that focus on riverfront advantage, arts and culture, family friendly recreation, and preserving green spaces.

COOPERATIVE RELATIONSHIPS

Develop strong and lasting relationships with community stakeholders that are built on an equitable, sustainable and collaborative share of resources.

EXCELLENT CITY SERVICES

Maintain quality public services that promote ethical behavior, utilize emerging technologies, and increase optimization.

QUALITY DEVELOPMENT

Encourage infill redevelopment and expansion of the airport to promote commerce and economic development.

FISCAL STABILITY

Discover sound practices for sustainable funding, cost recovery for services, new grant opportunities and added revenue sources to adequately fund a robust municipal operation.

TRANSPORTATION & INFRASTRUCTURE

Develop an efficient transportation system that promotes alternative modes, integrates pedestrians and increases safety for all forms of traffic (motorized and non-motorized).

VIBRANT DOWNTOWN

Encourage and explore new downtown development, businesses, and activities that create a memorable experience.

ANNEXATION

Expand the borders to reflect the true identity of the community and provide access to city services to underserved population centers and clusters.

ATTAINABLE HOUSING

Strive to expand affordable housing options in the community through inclusive accessibility to all.

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MORGANTOWN RENAISSANCE ROAD MAP

Attractive Amenities	Cooperative Relationships	Excellent City Services	Quality Development	Fiscal Stability	Multi-Modal Transportation	Vibrant Downtown	Annexation	Attainable Housing
Riverfront Revitalization	Intergovernmental Relationships	Good Governance	Community Development	Energy Efficiency	Complete Streets	Continued Enhancement and Diversity	Blueprint for border expansion	Quality and Diversification
Active Living		Community Health	Airport Expansion and Business Retention	Opportunities for Recreation, Arts and Culture	Comprehensive Sidewalk Program		Efficient and Quality Service Delivery	
Arts and Culture		Collaborative Code Enforcement		Tax and Fee Collection Best Practices				

ATTRACTIVE AMENITIES

Explore new and enhanced amenities that focus on riverfront advantage, arts and culture, family friendly recreation, and preserving green spaces.

OBJECTIVES

1. Continue to revitalize the riverfront.
2. Identify new and add to existing opportunities for active living.
3. Be creative about arts and culture amenities and programming.

OBJECTIVE 1: Continue to revitalize the riverfront.

Action Steps	Estimated Start Year	Comment/Status Update
Facilitate discussions with Transit Authority about relocation of transit hub from the Wharf closer to the central business district.	2018	Transit Authority moved the transit hub from the Wharf to its Westover Terminal.
Leverage Hazel Ruby McQuain (HRM) grant for redevelopment of waterfront.	2018	The city began renovation of the riverfront park with an expected completion date of spring 2020.
Expand the Monongahela River as a regional recreation and entertainment asset.	2019+	The city is working actively with the Mon River Revitalization Task Force to identify short and long-term collaborative efforts to revitalize the Monongahela Riverfront. City administration, through the Task Force, is guiding the land redevelopment planning process at the HRM Amphitheater/Riverfront Park. It is anticipated that this will be a catalyst to reinvestment in this important community asset.
Improve overall riverfront atmosphere (cleanliness, lighting, public amenities) and maintain programs that assist in the elimination of blighted properties.	2019+	MRTC recently received a RTP Grant from the WVDOH for $125,000 to install lights along the Caperton Trail between the HRM Amphitheater and the Waterfront Hotel.
Promote infill and redevelopment in the Wharf District.	2019+	Tax credits for new construction and new businesses in the Wharf District have been adopted and forms and regulations have been established to encourage redevelopment of this commercial district. City administration is currently working with potential developer(s) on proposed projects.

OBJECTIVE 2: Identify new and add to existing opportunities for active living.

Action Steps	Estimated Start Year	Comment/Status Update
Inventory and manage parks, facilities, and assets for current and future needs. Develop a strategic and capital improvement plan to offer broad recreational opportunities that encourages a healthy lifestyle.	2018	430 Spruce Street was acquired by the LRaPA that will include the develop of a new pocket park between the building and Spruce Street. Approximately $150,000 was included in the bond sale to develop the park, which is scheduled in 2020. The LRaPA underwent a visioning retreat in 2019 and prioritized, among others, the acquisition of properties to advance urban forest preservation, open space preservation, water quality protection, and the Mon Valley Green Space Coalition's greenbelt concept. The city hired a GIS Analyst in 2019 to conduct spatial analysis on existing parklands and identify potential gaps where parks should be within a half a mile or 10-minute walk from residential neighborhoods.
Upgrade ice arena equipment as needed. Formulate project plan, kick-off, construction, and completion to utilize ice rink as a destination location.	2018	Site Assessment Report was conducted by The Mills Group. The report included cost estimates and considerations associated with possible improvements and recommended next steps.
Create a strategy regarding securing new facilities such as a YMCA, or community BOPARC recreation center, and family-friendly amenities.	2019+	$100,000 in CDBG funds allocated to reconstructing a playground at Marilla Park to provide ADA accessible play equipment and a rubber surface. Started the Play for All Playground Program, which seeks to transform aging play areas into more inclusive spaces.
Support Health and Wellness Commission discussion and initiative.	2019	Provided support for assessment phase of Blue Zones Project.

OBJECTIVE 3: Be creative about arts and culture amenities and programming.

Action Steps	Estimated Start Year	Comment/Status Update
Undertake a marketing and creative attraction plan for new and current attendees.	2019	City administration, supported by the Police and Fire Departments, plans to seek approval from the Division of Highways to expand pedestrian-only use of High Street during weekend evening hours.
Determine feasibility of an arts and culture division/team within the city. Expand operations of arts and cultural amenities.	2018	Advertised for new Director of Arts and Cultural Development position. The position is expected to be filled in early 2020. Constructed new kitchen area and obtained license for alcohol sales at The Metropolitan Theatre to improve and expand concession menu.
Develop collaborative strategy with Main Street Morgantown to advance permanent and temporary public art and related programming.	2019	In addition to the Façade Improvement program, the city is actively working with Main Street Morgantown on signal box wraps in the downtown (through the WVDOH). Once the Director of Arts and Cultural Development position is filled, city administration will be working in close collaboration with MSM on additional visual arts and programming for Downtown Morgantown.

COOPERATIVE RELATIONSHIPS

Develop strong and lasting relationships with community stakeholders that are built on an equitable, sustainable and collaborative share of resources.

OBJECTIVES

1. Leverage and expand intergovernmental relationships.

OBJECTIVE 1: Leverage and expand intergovernmental relationships.

Action Steps	Estimated Start Year	Comment/Status Update
Expand opportunities for partnerships and collaboration with local entities and West Virginia University.	2018	City administration representatives and city Fire Marshal meet monthly with WVU facilities leadership to maintain communications on allied projects and identify collaboration opportunities. Cooperative working agreement with local, state and federal law enforcement agencies establishing the "Mon Metro Drug Task Force" to disrupt drug trafficking organizations affecting the Monongalia County area. Cooperative agreement with the Monongalia County Board of Education establishing joint funding and staffing for School Resources Officers at Morgantown High and city middle school's. City staff are working closely with CNRC to implement Project Plan No. 3 for the Sunnyside TIF District, which will install sidewalks and update stormwater and sewer infrastructure on Beverly Avenue and Beverly Alley. Partnered with WVU, West Virginia Division of Highways, and others to convene a set of community roundtable discussions to collectively respond to improving the environment for pedestrians. This has resulted in a Pedestrian Safety Initiative and corresponding action plan.
Develop relationships with other political entities for cooperative service delivery.	2019+	Cooperative working agreement with WVU PD and Morgantown PD enabling WVU to have policing authority and municipal code enforcement authority in the area known as "The Cooperative Zone".

EXCELLENT CITY SERVICES

Maintain quality public services that promote ethical behavior, utilize emerging technologies, and increase optimization.

OBJECTIVES

1. Establish good governance methods, policies, and procedures.

2. Nurture community health by developing a detox facility with medical supervision.

3. Promote collaborative code enforcement.

OBJECTIVE 1: Establish good governance methods, policies, and procedures.

Action Steps	Estimated Start Year	Comment/Status Update
Proactively explore technology solutions for customers doing business with the city. Establish an internal IT committee.	2019	Hired a full-time GIS Analyst, and work continues with a consultant to assist in implementing a full service GIS program. Hired an IT Manager to stabilize and secure the city's network and improve service efficiency.
Instill a consistent and positive city image and brand within and beyond the community.	2018	Launched monthly community e-newsletter which provides information related to municipal government, community events, and public safety. Launched social media accounts (Twitter, Facebook, Instagram, LinkedIn) for the Morgantown Police Department to provide a direct communication link with citizens. Created branding guidelines to ensure consistent use of the city logo and present a unified image. Authorized upgrades to Channel 15 to improve the quality of this under utilized asset.
Build strong working relationships with community partners for more efficient operations.	2019+	The Permit Parking Districts Ordinance was amended to improve administrative efficiency. City Code was amended to authorize administrative restrictions on street parking while still providing council authority to overturn administrative restrictions. The Solid Waste Ordinance was updated to provide more oversight and ensure community members were subscribing to the service.
Focus internally on communication and incentives for a healthier workforce.	2019+	Launched a city employee extranet webpage, which provides employees with easy access to city policies, HR forms, and more. Held a free wellness screening so that employees could get a snapshot of their health. Began a monthly employee newsletter "The Morgantown Insider" which includes a health and wellness section. Formed an internal Health and Wellness Committee made up of city employees to help promote a healthier workforce.

OBJECTIVE 2: Nurture community health by developing a detox facility with medical supervision.

Action Steps	Estimated Start Year	Comment/Status Update
Proactively engage with community partners (WVU nursing, hospitals, county, health dept.) about their level of support.	2019	The city is pursuing a multi-agency funding for community, provider and systems analysis and expert recommendations to address homelessness and substance use disorder issues in Downtown Morgantown. Expected to begin early 2020.
Initiate a pilot program in current city facility and obtain a medical supervision partnership.	2019+	The city has formed a coalition using the Community Based Logic model to develop strategies for the Drug Free Communities Grant.
Gather baseline data from area hospitals and measure progress.	2018	Through a potential funded and recommended study, background reports, analysis and supporting materials will be compiled to begin a starting point to measure future progress. Expected to begin early 2020.
Identify funding sources and potential locations for a long-term solution.	2019+	Grant applications are anticipated to be submitted to the Department of Justice's programs to assist communities in fighting the opioid crisis. The city is exploring other funding options through on-going litigation/potential settlement against opioid drug companies. Expected to begin early 2020.

OBJECTIVE 3: Promote collaborative code enforcement.

Action Steps	Estimated Start Year	Comment/Status Update
Review City Code and Home Rule modifications for expanded code enforcement to ensure greater compliance.	2018	Obtained authority to sell real estate directly without auction and the authority to lease space to nonprofit entities below market value.
Evaluate appropriate staffing assignments and levels to address code violations.	2018	Code Enforcement now has a Residential Building Inspector dedicated to 1 & 2 family dwellings, which will improve turn around time for residential plan reviews and allow more time for site inspection.
Utilize best practices to promote process improvement and efficiencies.	2018	Business Licensing Code was updated to provide one general business license for all businesses within the city, excepting some particular types required by State Code. Incorporation of New World software has increased the efficiency of the Code Enforcement Department to verify compliance.
Establish working relationships with absent property owners to expedite problem solving and compliance.	2018	Vacant Building Registration ordinance was updated to place all vacant buildings on the same annual renewal cycle and institute escalating fees.

FISCAL STABILITY

Discover sound practices for sustainable funding, cost recovery for services, new grant opportunities and added revenue sources to adequately fund a robust municipal operation.

OBJECTIVES

1. Maintain and increase efforts for energy efficiency through retrofitting municipal buildings and leveraging renewable energy.

2. Seek opportunities for funding recreation, arts, and culture.

3. Institute tax and fee collection best practices.

OBJECTIVE 1: Maintain and increase efforts for energy efficiency through retrofitting municipal buildings and leveraging renewable energy.

Action Steps	Estimated Start Year	Comment/Status Update
Review the Energy Assessment report for key findings and fund low-cost, high efficiency recommendations for municipal buildings.	2018	Budgeted $50,000 for FY2020, in addition to the $12,500 budgeted for FY2019 to implement Green Team initiatives. The FY2019 funds were used for lighting and air exchange improvements in the City Garage and Public Safety Building.
Partner with local utility providers on renewable energy opportunities.	2019+	Project Planned to identify all meters, label meters and establish base line of power usage. After a base-line is established the city plans to work on reduction of usage.
Implement energy efficient initiatives through area providers.	2019+	All the building related capital improvement projects will include aspects improving energy efficiency and/or use of renewable energy.

OBJECTIVE 2: Seek opportunities for funding recreation, arts, and culture.

Action Steps	Estimated Start Year	Comment/Status Update
Seek alternative resource development such as grants, sponsorships and the establishment of foundations.	2019	Continually applying for grants through WV Division of History and Culture & EQT Foundation for the Met Theater. Both are ongoing resources. Working with the new federal program (NEA) for 2020 for outdoor festivals/murals/culture activities.
Identify funding sources for long-term financial sustainability for current and future needs.	2019+	Collaborated with BOPARC and the MRTC to identify opportunities to upgrade rail-trail amenities and identified continued funding sources from users.
Identify an appropriate funding model for inclusive programs for current and future needs.	2019+	Collaborate with new Arts Cultural Director, Met Theatre Manager and various city arts organizations to develop new programs and rejuvenate old programs to fit current and future needs for a City of Morgantown Cultural Trust Initiative

OBJECTIVE 3: Institute tax and fee collection best practices.

Action Steps	Estimated Start Year	Comment/Status Update
Develop methods to insure fees and charges are calculated and collected correctly.	2018	Entered into a service agreement in July 2018 with a firm which specializes in locating unlicensed businesses in the city and collecting past due business licensing fees and B&O taxes. So far, this has netted the city $382,260 from 66 businesses in back taxes and fees.
Conduct and evaluate fees and charges for appropriateness to recoup cost of service(s).	2018	For FY2019, fees for services have been implemented for Code Enforcement, Fire Department, city Planning, and Engineering. For the first five months, fee collections have increased by $25,815 or 85%.
Prepare long-term financial revenue and expenditure projections.	2019	Partnered with ClearGov to provide a Transparency Center. City departments will also utilize ClearGov's budgeting tool for the FY2021 budget. The Finance Department will also explore ClearGov's projecting tool, which will enable the city to project up to five years of revenues and expenditures.
Facilitate the exploration of a municipal sales tax.	2018	City Council adopted the Municipal Sales and Use Tax on May 21, 2019 for an effective date of July 1, 2020. The city has provided the WV State Tax Department the required information. The first quarterly payment is expected from the State in October 2020.

MULTI-MODAL TRANSPORTATION AND INFRASTRUCTURE

Develop an efficient transportation system that promotes alternative modes, integrates pedestrians and increases safety for all forms of traffic (motorized and non-motorized).

OBJECTIVES

1. Design, plan, and implement a comprehensive transportation plan.

2. Develop and sustain a comprehensive sidewalk program.

OBJECTIVE 1: Design, plan, and implement a comprehensive transportation plan.

Action Steps	Estimated Start Year	Comment/Status Update
Evaluate opportunities to prioritize mass transit (e.g., remove minimum parking requirements, etc.) and increase resources for bike and car sharing rentals.	2019	Engineering Department has engaged Mountain Line Transit on fixed bus shelters in the downtown. Working to develop a new bus shelter location at the northwest corner of Beechurst Ave. and Eighth St. to better connect the residents of the age-restricted multi-family Seneca Village Apartments development.
Amend city ordinance(s) for complete streets opportunities and remove any potential roadblocks.	2018	Since the 2016 enactment of Ordinance 16-42 instituting minimum bicycle storage requirements for all Developments of Significant Impact in the city, site plan approvals have resulted in 30 short- and 64 long-term bicycle storage spaces.
Review planned infrastructure and development for complete streets opportunities.	2019	Staff will be compiling recommendation(s) based on the completed MMMPO's Morgantown Regional Bike and Pedestrian Plan and creating policy initiatives. Although there is no singular design prescription for Complete Streets, the design and implementation will be unique and respond to the context that is appropriate for Morgantown. Anticipated timeline will be mid to late 2020.

OBJECTIVE 2: Develop and sustain a comprehensive sidewalk program.

Action Steps	Estimated Start Year	Comment/Status Update
Design a comprehensive sidewalk assessment and replacement program for goals and measurables.	2019	Currently, the city is partnering with the MMMPO to develop a sidewalk inventory and city wide policies regarding pedestrian and bicycle infrastructure.
Investigate ongoing sidewalk funding and establish policies to assist property owners with financing.	2019	Ordinance updates are in progress to modify the city's existing sidewalk requirements, which reside in both the Streets Code and the Planning and Zoning Code and authorize separate waiver processes.

QUALITY DEVELOPMENT

Encourage infill redevelopment and expansion of the airport to promote commerce and economic development.

OBJECTIVES

1. Promote strategic community development.

2. Encourage airport expansion and business retention.

OBJECTIVE 1: Promote strategic community development.

Action Steps	Estimated Start Year	Comment/Status Update
Provide updates of the comprehensive plan implementation regularly. Leverage this as a resource and strategic document.	2018	Future study area No. 5 planning project was completed in 2019. Two "future study area" planning projects have been completed. Additional "future study area" projects will be completed and introduced in 2019.
Promote economic development strategies and engage area economic partnerships (MAP, MPO, MCDA, Sunnyside) for infill redevelopment opportunities.	2019	Created a new and expanding business tax credit program to promote new construction and businesses in the downtown area, as well as to create incentives for businesses near city boundaries to support annexation. Received approval of three federal designated Opportunity Zone areas. These three are among 55 designated zones statewide. This new federal tax incentive program is designed to encourage private investors to make capital investments in these zones.
Analyze and review downtown development and design standards.	2019+	19 amendments to the city's Planning and Zoning Code significantly advanced design standards for commercial, mixed-use, and multi-family development across all zoning districts. $75,000 is budgeted in FY2019 to rewrite the city's Subdivision Regulations and adopt a State Code compliant Subdivision and Land Development Ordinance (SALDO).

OBJECTIVE 2: Encourage airport expansion and business retention.

Action Steps	Estimated Start Year	Comment/Status Update
Maintain and expand current lease agreements and methods to recruit further occupancy and increase tenancy.	2018	Leaseable office spaces are currently undergoing renovation to attract tenants. A web page is being created to showcase available space in the terminal building for lease and for developable properties around the airport. The Hertz lease is currently being renewed for a new five year term and a new insurance tenant is leasing space in the terminal. Expanded and renewed leases for retail and office spaces in the airport terminal building.
Proactively contact air charter carriers for increased reporting of enplanements.	2019	Staff is continually contacting private charter carriers using the airport for their enplanement data. Many of the operators are not willing to provide due to increased federal reporting requirements for all communities they serve.
Continue justification study to conduct runway extension proposal.	2018	The Benefit Cost Analysis (BCA) and the Environmental Assessment (EA) for the runway extension project have both received FAA concurrence. The Airport Capital Improvement Plan coordination is ongoing with the FAA to determine funding needed over the next several years.

VIBRANT DOWNTOWN

Encourage and explore new downtown development, businesses, and activities that create a memorable experience for residents and visitors.

OBJECTIVES

1. Encourage the continued enhancement and diversity of the downtown.

OBJECTIVE 1: Encourage the continued enhancement and diversity of the downtown area.

Action Steps	Estimated Start Year	Comment/Status Update
Utilize the Main Street Market Data study. Encourage diversity in downtown development, businesses, and activities.	2018	City Administration worked with SunCap Properties to obtain approval for the redevelopment of the former Dairy Queen site at 461 High Street.
Promote infill of vacant areas to encourage and facilitate private investment downtown.	2018	Tax credits for new construction and new businesses in the downtown have been adopted and forms and regulations have been established to create a user-friendly process for applicants. Secured federal designation for downtown Morgantown as one of three Opportunity Zones in the city.
Research tools for the entire downtown to fund public spaces, improvements, and new programming opportunities.	2018	The city is collaborating with Main Street Morgantown on a Façade Improvement grant/loan program.
Establish a stronger and more user-friendly internet presence, focused on engagement and destination.	2018	Free public access WiFi exists in a section of downtown (Spruce – High – Willey – Pleasant). The city is in the process of taking over management of this (currently DNG manages it). Administration is reviewing how much this is actually utilized to determine how best to move forward; however, it doesn't appear many folks are using it currently. We have designed/budgeted for wifi to be available in the Hazel Ruby McQuain Park once construction is completed, mostly in the amphitheater area.

ANNEXATION

Expand the borders to reflect the true identity of the community and provide underserved population centers and clusters with access to city services.

OBJECTIVES

1. Expand opportunities for efficient and quality service delivery.

OBJECTIVE 1: Expand opportunities for efficient and quality service delivery.

Action Steps	Estimated Start Year	Comment/Status Update
Design, adopt, and implement a blueprint for prosperity and border expansion. Present findings to decision makers for final action.	2018	Draft documents have been completed for the proposed annexation. City administration continues to work with Morgantown Area Partnership's Annexation Task Force on discussion and research on the impact prior to taking official action on annexation.
Provide analysis and support as necessary to evaluate target areas.	2018	Grossman Yanak & Ford LLP completed a Financial Analysis Report for the proposed minor boundary adjustment area.
Implement a community engagement campaign regarding annexation needs.	2018	While it was not a formal community engagement campaign, the city did use multiple methods to engage the community and stakeholders of the annexation process. Four (4) public open houses were held in July 2019, a webpage with information and resources related to the city's annexation plan was created, and television and radio interviews were completed which explained the annexation process and city services.

ATTAINABLE HOUSING

Strive to expand affordable housing options in the community through inclusive accessibility to all.

OBJECTIVES

1. Promote quality and diversification of housing.

OBJECTIVE 1: Promote quality and diversification of housing.

Action Steps	Estimated Start Year	Comment/Status Update
Research tools to increase affordable housing through inclusionary and incentive zoning practices.	2018	A draft "Zoning and Affordable Housing White Paper" was completed and circulated in March 2018.
Expand partnership with local housing authority to facilitate additional housing opportunities.	2018	Ongoing policy discussions made with Fairmont-Morgantown Housing Authority (FMHA) to restructure existing homebuyer and rehabilitation assistance programs funded through CDBG, which are anticipated to be reflected in the 2019-2023 CDBG Consolidated Plan currently underway.
Implement process improvement to increase ADA and FHA compliance.	2019	66 accessible ramps were constructed in 2019 at intersections across the city as a part of the 2019 Paving Program, 95% of which primarily serve residential areas. The International Code Council is considered a safe harbor building code for ADA and Fair Housing Act accessibility standards. The Code Enforcement Department now has two ICC Accessibility Inspectors / Plans Examiners, which doubled staff capacity in this discipline. The Code Enforcement and Engineering Departments have developed a collaborative plans review and inspections process for site accessibility on new construction development projects.
Identify and address home ownership and rental housing gaps.	2019	$30,000 is budgeted in FY 2019 to engage a firm to identify home ownership and rental housing market gaps and establish related policy and programming recommendations. Submitted an application through the State Farm Good Neighborhood Grant Program for additional funds to augment and expand the Housing Affordability Market Analysis project to include Senior Care and Special Needs Housing gap analysis.

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