

RESOLUTION OF THE COUNCIL OF THE CITY OF MORGANTOWN, WEST VIRGINIA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, WITH REGARD TO ESTABLISHMENT AND MAINTENANCE OF A RECTANGULAR RAPID-FLASHING BEACON PEDESTRIAN-ACTUATED CROSSWALK WARNING SYSTEM WITHIN THE MUNICIPAL LIMITS OF THE CITY OF MOR GANTOWN, MONONGALIA COUNTY, WEST VIRGINIA.

BE IT RESOLVED BY THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, AS FOLLOWS:

1. That the Mayor of the City of Morgantown, West Virginia, a Municipal Corporation, be and is hereby authorized to execute, to have acknowledged, and to have delivered on behalf of said City, an agreement, a copy of which is attached hereto and made a part hereof, with the West Virginia Department of Transportation, Division of Highways, with regard to the establishment and maintenance of a Rectangular Rapid-Flashing Beacon pedestrian-actuated crosswalk warning system within the Corporate Limits of said City; and
2. That the City Clerk and Recorder do properly attest the signature of said officials and affix the seal of the City to said agreement.

On motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the City Council of Morgantown, West Virginia, does hereby approve and authorize the adoption of said Resolution.

STATE OF WEST VIRGINIA  
COUNTY OF MONONGALIA  
CITY OF MORGANTOWN

I, \_\_\_\_\_, City Clerk and Recording Officer of said Municipality, do hereby certify that the foregoing are true copies from the records of order made and entered into by the Council of said Municipality on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk and Recording Officer

**AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, a State Agency, hereinafter referred to as "Division;" **WEST VIRGINIA UNIVERSITY**, hereinafter referred to as "University;" **MORGANTOWN MONONGALIA METROPOLITAN PLANNING ORGANIZATION (MMMPO)**, hereinafter referred to as "MPO"; and the **CITY OF MORGANTOWN**, a Municipal Corporation, hereinafter referred to as "City."

**WITNESSETH**

**THAT WHEREAS**, Division, University, MPO, and City participated in a Road Safety Audit (RSA) along the WV 705 (Patteson Drive) corridor in Morgantown, Monongalia County; and,

**WHEREAS**, Division, University, MPO, and City are mutually agreed with respect to the recommendation to install a Rectangular Rapid-Flashing Beacon (RRFB) pedestrian-actuated crosswalk warning system at the intersection of WV 705 (Patteson Drive) with Laurel Street in Morgantown, Monongalia County, West Virginia; and

**WHEREAS**, by Resolution bearing date of \_\_\_ day of \_\_\_\_\_, 20\_\_, the Council of the City of Morgantown has authorized and directed proper authorities to execute, acknowledge, and deliver an agreement on behalf of said City, setting out terms and conditions thereof, a copy of which Resolution is affixed to this agreement and made part hereof, and

**WHEREAS**, Division, University, MPO, and City are desirous of cooperating in adoption of said rules, regulations, stipulations, and conditions in order to establish their mutual responsibilities and obligations with regard to the

future maintenance and operation of said RRFB.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH**, that for and in consideration of the mutual covenants herein entered into and mutual benefits to be derived by parties hereto, said Division, University, MPO, and City do hereby agree that the following will be the duties and responsibilities of each party, respectively.

**DUTIES AND RESPONSIBILITIES OF THE DIVISION**

The Division agrees:

1. To prepare plans and specifications necessary for a project for the construction of the installation of a Rectangular Rapid-Flashing Beacon (RRFB) pedestrian-actuated crosswalk warning system at the intersection of WV 705 (Patteson Drive) with Laurel Street in Morgantown, Monongalia County, and to let a contract for the erection thereof, and to supervise the installation of the same.
2. To pay one hundred percent (100%) of the actual costs of construction to implement the project to install the RRFB.
3. To perform properly all maintenance of the RRFB system at Division's sole expense and without cost or expense of any nature whatsoever to the University or MPO.

**DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

The University agrees:

1. By execution of this agreement, University acknowledges its desire for the project to install an RRFB at the intersection of WV 705 (Patteson Dr) with Laurel Street in Morgantown, Monongalia County.
2. To permit construction and maintenance on University property of any pole, foundation, signage and support or any other appurtenance necessary for completion of the project.
3. That the terms of this agreement shall be binding upon successors and assigns.

### **DUTIES AND RESPONSIBILITIES OF THE MPO**

The MPO agrees:

1. By execution of this agreement, MPO acknowledges its desire for the project to install an RRFB at the intersection of WV 705 (Patteson Dr) with Laurel Street in Morgantown, Monongalia County.
2. That the terms of this agreement shall be binding upon successors and assigns.

### **DUTIES AND RESPONSIBILITIES OF THE CITY**

The City agrees:

1. By execution of this agreement, City acknowledges its desire for the project to install an RRFB at the intersection of WV 705 (Patteson Dr) with Laurel Street in Morgantown, Monongalia County.
2. Not to alter in any way and not to remove any part of the RRFB without prior approval by the Division.
3. To permit construction and maintenance on City property of any pole, foundation, signage and support or any other appurtenance necessary for completion of the project.
4. To assist with maintenance or repairs at the request of the Division.
5. To enact any appropriate ordinances, resolutions, or regulations necessary to accomplish the purposes of this agreement and to enforce such ordinances, resolutions, and/or regulations.

### **IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN DIVISION, UNIVERSITY, MPO, AND CITY:**

1. That the work agreed to be done by the Division in connection with the overall installation of the aforesaid RRFB shall be done in three phases, to wit:
  - a. The preparation of plans and specifications for a contract letting;
  - b. The advertising and acceptance of competitive bids on the contract;

- c. The awarding of a contract for said traffic signal and the supervision of the construction thereof.
2. That the University, MPO, and City has not had, does not have now, and shall not have in the future, any responsibility in respect to the planning, design, or construction of the installation of said RRFB.
3. This agreement shall be governed by and interpreted in accordance with the substantive laws of the State of West Virginia. Any civil action pursuant to this contract must be commenced and head in the State of West Virginia.

**IN WITNESS WHEREOF** the parties, hereto have caused their  
respective names to be signed by their duly authorized officers:

**WEST VIRGINIA DEPARTMENT OF  
TRANSPORTATION  
DIVISION OF HIGHWAYS**

By: \_\_\_\_\_  
**Jimmy Wriston, P.E.**  
Its: **Secretary of Transportation/  
Commissioner of Highways**

**WEST VIRGINIA UNIVERSITY**

By:  \_\_\_\_\_  
Its: *Vice President* \_\_\_\_\_

**MORGANTOWN MONONGALIA  
METROPOLITAN PLANNING  
ORGANIZATION**

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

**CITY OF MORGANTOWN**  
A Municipal Corporation

By: \_\_\_\_\_  
Its: **Mayor**