



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
COMMITTEE OF THE WHOLE
Tuesday, January 26, 2021
7:00 p.m.

To protect health during the COVID-19 pandemic, personal attendance at the meeting is not permitted. This meeting will take place via WebEx at <https://cityofmorgantown.my.webex.com/meet/cityofmorgantown> using the meeting number 793 734 477. The meeting will be broadcast live on Morgantown 15 and live-streamed via the City of Morgantown website at <https://morgantownwv.gov.viebit.com/>. The public can also listen live by calling 415-655-0001 and using the access code 793 734 477. If members of the public wish to comment on a particular issue or public hearing, they should fill out the public comment sign-up form on our website, prior to the start of the meeting which can be found at: <http://bit.ly/MCC012621>. Additionally, the public can submit written comments via email to the City Clerk at cwade@morgantownwv.gov.

NOTE: Committee of the Whole Meetings of the Morgantown City Council are intended to provide an opportunity for the Council to receive information, ask questions, and identify policy options in an informal setting. No official action is taken at these meetings. At this Committee of the Whole Meeting the following matters are scheduled.

PRESENTATIONS:

1. Cultural Arts Commission – Vincent Kitch – Arts & Cultural Development Director
2. Report of the City Council Special Committee – Community Police & Advisory Board - Deputy Mayor Rachel Fetty (Chair)

PUBLIC PORTION:

ITEMS FOR DISCUSSION:

1. Cultural Arts Commission
2. Discussion and consideration of placement on Agenda for City Council official action of a Bond Ordinance of City Council which would (i) authorize the renovation and improvement to existing motor vehicle parking facilities of the City, consisting generally of structure repairs to and elevator replacement in the existing multilevel parking building located between University Avenue and Chestnut Street and replacement of a retaining wall in the existing surface parking lot known as the “Armory Lot” located adjacent to 300 Spruce Street (collectively, the “Project”), and (ii) authorize the issuance by the City of not more than \$3,250,000 in aggregate principal amount of Parking System Revenue Bonds, Series 2021 (the “Series 2021 Bonds”) for the purpose of financing the design, acquisition, construction and equipping of the Project and other matters related thereto.
3. Discussion and consideration of placement on Agenda for City Council official action of a Reimbursement Resolution which would authorize the reimbursement from proceeds of the Series 2021 Bonds of certain costs relating to the Project that may be paid by the City or the Morgantown Parking Authority prior to the issuance of the Series 2021 Bonds.
4. Ordinance Amending Section 1329.02 Planning and Zoning Code - Video Gaming or Lottery Establishment Uses

5. Ordinance Providing for The Zoning Reclassification of Certain Parcels of Real Estate in The Sixth Ward from R-1, Single-Family Residential District To B-2, Service Business District Amending Article 1331 Of the Planning and Zoning Code

ADJOURNMENT:



MEMORANDUM

Date: December 9, 2020
To: Kim Haws – City Manager
Through: Emily Muzzarelli – Assistant City Manager
From: Vincent E. Kitch - Director *Vincent E. Kitch*
RE: Creation of a City of Morgantown Cultural Arts Commission

I am writing to provide you with some background and options for the development of a Cultural Arts Commission for the City of Morgantown. Since the creation of the Department of Arts and Cultural Development (DACD), numerous discussions regarding an arts commission have taken place and City Council members requested information and options associated with that course of action. This memo will outline key background information, provide options for consideration, and seek direction from the City Manager's Office and City Council.

Background:

Currently, the City of Morgantown has two primary advisory boards that address arts, culture, and history: The Metropolitan Theatre Commission and the Museum Commission. The Met Commission is supported by the Department of Arts and Cultural Development and the Museum Commission falls under the auspices of BOPARC. Funding for both the Met and the Morgantown History Museum comes from the City of Morgantown primarily. The Morgantown History Museum also has a 501c-3 Friends organization that allows it to apply directly for grants and other support.

With the development of the Hazel Ruby McQuain Park and Ruby Amphitheater, the Met Commission has been in discussions for nearly 2 years for the need to broaden their scope to include the riverfront facilities and other arts and cultural issues. DACD staff presented a summary and overview of a potential Cultural Arts Commission to oversee all arts and cultural activities by and in the City. On September 10, 2020, the Met Commission through its chair sent a memo to City Council expressing their support for the creation of a Cultural Arts Commission.

In October 2020, staff presented summary information and the concept of a Cultural Arts Commission to the Museum Commission. 5 members of the current commission expressed support for the creation of a Cultural Arts Commission under DACD to help professionalize the museum operations and unify arts and cultural activities across the city. 3 members expressed concerns the museum might be "lost in the shuffle" or somehow not prioritized with a change to a cultural arts commission. Currently, the museum commission members are also volunteers, and in some instances, paid, part-time staff who coordinate the daily operations of the museum.



MEMORANDUM

At their November 19 and December 3, 2020 meetings the Museum Commission continued their discussion and ultimately voted to support the creation of a Cultural Arts Commission. Furthermore, they voted to request the City consider bringing the Museum from BOPARC to the City and aligning it with the Department of Arts and Cultural Development.

In the 2020-2022 City of Morgantown Strategic Plan, City Council identified arts and culture as a strategic goal stating: *Morgantown utilizes arts and culture strategically to enhance quality of life and spur economic development by supporting artists and local art organizations, creating opportunities for residents and visitors, and maximizing city-owned facilities that support arts and culture.*

Some priorities and action steps outlined in the plan that would intersect with the development of a Cultural Arts Commission are:

OBJECTIVE 1: Coordinate and create an avenue for artists to showcase artwork throughout the city.

Action Step: Develop and implement a mural program.

OBJECTIVE 2: Utilize city-owned facilities and departments in supporting arts and culture in the community. Action Steps: Strengthen and update the Morgantown History Museum; Determine the feasibility and value in creating a Cultural Trust.

OBJECTIVE 3: Advance and stimulate active and live art and cultural events within the city. Action Step: Create a reoccurring festival type event in Morgantown.

Metropolitan Theatre Commission:

Mission The Metropolitan Theatre Commission's mission is to establish policies and procedures on the management of the Theatre.

Members The Metropolitan Theatre Commission is made up of seven Morgantown residents, one representative from the Morgantown City Council, and one representative from the Monongalia County Commission.

Sec. 156.02. - Purpose.

The function of the Metropolitan Theatre Commission is to over watch and advise the City Manager and City Council regarding present and future development of the theater, programming, financing of theater projects, and operations of the theater as a whole.

Sec. 156.07. - Written reports.

The Commission shall submit annual reports to the City Manager and Council summarizing its past year's activities and recommendations for the ensuing year.



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Museum Commission Essential Duties

Mission: The Morgantown History Museum is a nonprofit institution and the first city-sponsored museum in the Greater Morgantown area. Its mission is to preserve and promote local and regional history and to make it accessible to the citizens of Morgantown and visitors to the region.

Sec. 168.02. - Members.

The Commission shall consist of ten members who shall be appointed by City Council. The terms of the

168.08 Powers and Duties. It shall be the duty of the Commission to advise and recommend to the City Manager and/or City Council museum programs or projects within the City's corporate limits. The Commission shall not have the authority to contractually bind the City on any matter. Should the Commission so desire, it has the authority to recommend to City Council that a specific admission fee be approved by Council for entrance into a designated museum of the City.

168.09 Cooperation with State Agencies. The Commission shall cooperate and coordinate its activities with the West Virginia Department of Archives and History, the West Virginia Historical Society and the West Virginia Antiquities Commission.

168.10 Annual Report.

On December 1st of each calendar year, the Commission shall file an annual report with the City Manager describing its activities for the previous twelve months. The City Manager shall present the Commission's report to City Council.

Proposed Cultural Arts Commission

The Commission shall act as an advisory board and shall have the following functions:

To advise and make recommendations to the Director of Arts & Cultural Development, City Manager's Office, and the City Council as to rules, regulations, policies, administrative and budgetary matters pertaining to the Arts & Cultural Development Department programs, services, and facilities and any other cultural facility constructed or operated by the City;

To assist, advise and make recommendations to the Director of Arts & Cultural Development, City Manager's Office, and the City Council on arts and culture related matters and regarding opportunities to promote awareness, understanding, and appreciation for, the value of cultural resources in the community.

To advise and make recommendations to the Director of Arts & Cultural Development, City Manager's Office and the City Council on the development and placement of public art and murals within the city of Morgantown.



MEMORANDUM

Summary:

In every position I have worked in local government, I have been liaison to some type of Arts Commission as an advisory board to the City. These commissions also often establish working committees to advise them on issues such as public art, cultural tourism and marketing, community outreach and more. While there is one commission, they can involve other community members through committee work and special task forces.

I believe the City of Morgantown could benefit by creating a cultural arts commission to broaden the scope and involvement of citizen volunteers and to help oversee the burgeoning scope of arts and cultural development beyond the Met and the Museum, including the Ruby Amphitheater, public art and murals, and community cultural planning.

I would recommend the creation of a Cultural Arts Commission to help support the City's efforts in arts and cultural development. If this action is taken by sunseting both the Met and Museum Commissions, my recommendation would be to maintain 2 people from each of the current commissions and add 3 new members to support the new scope of service and help with the transition. The 7-member commission would also include a representative of City Council and could include a representative of the Monongalia County Commission as the current Met Commission has, if desired.

Whatever option is chosen, I would also recommend keeping the Friends of the Museum intact and functioning to support the operational structure and fundraising arm of the Museum; until such time as more formal city staffing, direction and funding can be developed and put in place. I believe this group could be better organized and strengthened with some professional support and guidance from the city. Bringing the Museum under City operations from BOPARC would require other operational considerations and expenses that should be reviewed and analyzed.

Options

Option A – Sunset the Met and Museum Commissions, create Cultural Arts Commission, situate the commission, and all cultural facilities, budgets, and personnel under the Department of Arts and Cultural Development. Broaden scope to include public art and all other arts and cultural programs and services.

Option B – Sunset the Met Commission, create Cultural Arts Commission, broaden its scope to include public art and all other arts and cultural programs and services. Position the Cultural Arts Commission as well as the Morgantown History Museum and Museum Commission and all cultural facilities, budgets, and personnel under the Department of Arts and Cultural Development.

Option C - Sunset the Met commission, create Cultural Arts Commission, leave the Museum and Museum Commission as is and under BOPARC's operational oversight.

Option D- Leave Both commissions as they are, with no changes.

Condition Assessment Report

Morgantown Parking Authority
University Avenue Parking Garage
1340 University Avenue
Morgantown, West Virginia

GAI Project Number: C191085.01
February 2020

DRAFT



Morgantown Parking Authority

Prepared by: GAI Consultants, Inc.
Cranberry Office
600 Cranberry Woods Drive, Suite 400
Cranberry Township, Pennsylvania 16066

Prepared for: Morgantown Parking Authority
300 Spruce Street
Morgantown, West Virginia 26505

Condition Assessment Report

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1340 University Avenue
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GAI Consultants, Inc.
Cranberry Office
600 Cranberry Woods Drive, Suite 400
Cranberry Township, Pennsylvania 16066

Report Authors:

Abby L. Miser, P.E..
Senior Project Engineer

Chris Hennessey, P.E., LEED A.P.
Engineering Manager

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1.0 Executive Summary

This report summarizes the observations and recommendations from the Condition Assessment performed by GAI Consultants, Inc. (GAI) of the University Avenue Parking Garage in Morgantown, West Virginia. This report includes a description of the field observations, photographs documenting the conditions at the time of the assessment, and repair recommendations. In general, the University Ave Parking Garage is in good condition. We did not observe conditions that threaten the overall structural stability of the garage. The garage can remain in service for the next one to two years with some smaller repairs that should be completed as soon as possible. The parking authority should plan for major repairs within the next three to five years.

GAI's repair recommendations are organized into three categories: Immediate Repairs, Short-Term Repairs, and Long-Term Repairs. The schematic schedule for repair implementation is as follows:

- ▶ Immediate Repairs: Tasks that should be performed as soon as possible.
 - Remove loose overhead concrete with spalling potential. These areas are concentrated at the underside of the meter sockets.
 - Repair of masonry wall cap stones at Level 4.
 - Repair of the University Ave stair structure including repair of the concrete at handrail embedments and removing and replacing the handrail.
 - Replace the University Ave stair enclosure roof membrane.
 - Repair masonry firewall on Levels 2 and 3.
 - Repair of cracked columns and columns with concrete delamination.
 - Unclog slab drains on all Levels of the garage.
- ▶ Short-Term Repairs: Tasks that could be delayed up to three years before the structural integrity of the garage could be affected.
 - Top surface partial depth concrete slab repair.
 - Overhead partial depth concrete slab repair.
 - Remove the traffic coating membrane at slab joints, partial depth concrete slab repair, and replacement of the traffic coating membrane.
 - Repair cracks on the elevated parking slabs and slab-on-grade.
 - Remove meter sockets and full depth repair of the concrete slab.
 - Repair the slab and pipe sleeves around floor penetrations, including drain pipes, fire service, and conduit.
 - Retension guard wires and patch guard wire sockets in columns.
 - Repair masonry wall deterioration and cracking in the retaining wall at Level GA on the east side of the garage.
 - Repairs at the Chestnut St stair including cleaning/repainting corroded steel and patching cracks in the concrete.
 - Remove and replace deteriorated caulking joints at the base of the masonry walls around the perimeter of the garage at every level.
 - Clean and seal masonry parapet walls at Level 4.

- ▶ Long-Term Repairs: Tasks that could be delayed up to five years before the structural integrity of the garage could be affected.
 - Partial depth concrete repair to the garage beams that have been impacted by vehicles.
 - Partial depth repairs to small imperfections in the garage beams.
 - Repoint parapet masonry walls at every level.
 - Repoint masonry walls and replace missing blocks in the elevator shaft and the elevator machine room.

A summary of the EOPC (Engineer’s Opinion of Probable Cost) for the recommended repairs is presented in Table 1 below. The actual cost for the repairs will depend upon the scope of the final repair design. A detailed breakdown of unit costs is presented in Appendix A.

**Table 1.
Engineers Opinion of Probable Construction Cost**

Repair Category	Cost
Immediate Repairs (assumed zero-year cost escalation)	\$402,000
Short-Term Repairs (assumed three-year cost escalation)	\$1,264,000
Long-Term Repairs (assumed five-year cost escalation)	\$57,000
TOTAL	\$1,723,000

2.0 Introduction

2.1 Scope of Assessment

The scope for our assessment was to evaluate the condition of the garage structure using visual observations and non-destructive test methods.

The scope of the assessment was broken down into the following tasks:

- Perform a visual survey of the concrete slab-on-grade and tops of the elevated slabs at levels G through 4.
- Perform a chain-drag survey to locate areas of delamination on the elevated slabs at Levels G through 4.
- Perform a visual survey of the underside of the girders and slabs at Levels G through 4.
- Perform soundings of the underside of the girders and slabs at the locations of delamination which are identified during our chain-drag of the slab above, or at other visual signs of deterioration.
- Perform a visual and sounding survey of the garage columns.
- Perform a visual survey of the interior of the garage masonry walls.
- Perform a visual survey of the elevated levels of the garage exterior.
- Perform a visual structural survey of the elevator and stair towers including architectural elements.
- Perform a visual condition survey of the existing drainage.
- Take photographs of typical deterioration and document the locations of the observed deterioration.

2.2 Description of Existing Structure

The existing parking garage was constructed in the 1977 and is located at 1340 University Avenue in Morgantown, West Virginia. The garage is owned and operated by the Morgantown Parking Authority (MPA). The garage includes six parking levels which are each accessible via entries at the street levels on the west (See Photograph 1), south (See Photograph 2), and east (See Photograph 3) sides of the garage.

The University Avenue Parking Garage consists of cast-in-place concrete columns, post tensioned concrete slabs and girders, and concrete slab-on-grade. The gross floor area of the ground level is approximately 18,700 square feet (sf). Levels 1 through 4 are approximately 24,125 sf each and the Roof Level is approximately 8,000 sf. The total garage floor area is 123,200 sf. The garage contains one elevator and two stair towers. The garage includes eight-inch reinforced masonry parapets at every level and full height eight-inch masonry walls at portions of the east and south side.

Prior to our assessment, GAI reviewed architectural and structural design drawings by DesMan Parking Associates and other garage repair documents from 1985, 2001, 2003 and 2006 provided by MPA. The previous repairs included crack repair, slab cleaning and sealing, applying traffic coating membrane to the joints, and other various improvements like improving the parking gates and modifying the stairwells.

3.0 Parking Garage Interior Observations

GAI representatives performed site visits on February 4 and 5, 2020 to observe the conditions of the garage. Below is a summary of our observations.

3.1 Top of Slab

GAI performed a visual survey and a chain drag survey over the tops of the elevated slabs (Levels 4, 3, 2, 1 and a portion of Level GB). Areas of observed deterioration are indicated on Figures 1 through 6. Locations where the slab was previously patched are clearly visible (See Photograph 4). The chain-drag survey indicated that many of the previously patched areas have delaminated. Delaminated areas were also observed in areas that were not previously repaired. The delamination was concentrated at the construction joints at the top and bottom of the ramps. These joints were previously repaired and coated with a traffic coating membrane (See Photograph 5).

Cracking in the concrete slab was observed in many areas throughout the garage slabs. Many of the cracks have previously been repaired with caulking (See Photograph 6). The cracks were typically observed across the slab between columns above concrete beams.

Meter sockets are located in the slabs where parking meter poles were previously installed (See Photograph 7). The meter poles have been cut flush with the slab and the three inches cast-in-place steel sleeve remains. The meter pole opening has been grouted in most locations. From the top of the slabs, the meter sockets are visibly corroding and, in some cases, deteriorating the adjacent concrete (See Figure 12).

There are various pipe penetrations through the concrete slab for drains, drain pipes, fire service, and electrical conduit. The drain pipe, fire service, and conduit locations have cast-in-place pipe sleeves. The concrete in the area of these penetrations is cracking and spalling. It was observed during our site visit that some drains appeared to be clogged. Ponding was observed at two locations on the concrete slabs (See Photograph 9 and Figure 1 through 6). Rain water from the roof was flowing down the ramp at level 3B to a low point along the inside of the slabs that leads directly to the slab drains (See Photograph 10). It does not appear that the areas with ponding and rain water flow were not related to areas of delamination.

The slab-on-grade begins at the level GA extension and extends approximately halfway up level GB. The slab-on-grade is pitted in two locations. Cracks in the slab-on-grade were observed throughout Level G. The cracks typically originate at reentrant corners near columns or other slab edges (See Photograph 11).

No standing water or heaved slabs were observed in the slab-on-grade.

3.2 Underside of Elevated Slab

GAI performed a visual survey of the underside of the garage slabs and a sounding survey of areas where deterioration was visibly observed. Areas of observed water infiltration and structural deficiencies are indicated on Figures 7 through 11. Typical observations of the underside of the slab included spalled or delaminated concrete (See Photograph 12) and areas where moisture appears to be coming through the concrete (See Photograph 13 and 14). Cracks in the concrete were observed in many areas (See Photograph 19). Deteriorated areas were concentrated along the construction joints at the top and bottom of the ramps.

The meter sockets have allowed water to infiltrate the concrete and cause deterioration. Many meter locations have spalled (See Photograph 15), others appear wet or show signs of potential spall in the future (See Photograph 16). Some locations show no signs of deterioration.

Deterioration around the slab penetrations (noted in Section 3.1) was also observed on the underside of the slab. Concrete spall and cracking is common around the drains, drain pipes, fire service, and conduit penetrations (See Photographs 17 and 18).

Moisture and staining was observed on the edges of some slab undersides at the interior edges (See Photograph 20) and in many locations on the exterior edges (See Photograph 21). The concrete with the moisture and staining does not appear to be deteriorated.

3.3 Beams

GAI performed a visual survey of the underside of the garage beams and a sounding survey of areas where deterioration was visibly observed. Areas of observed water infiltration and structural deficiencies are indicated on Figures 7 through 11. In general, the beams and girders are in good condition with few deficiencies observed. Exposed rebar and minor cracking in beams was observed in some locations but the deficiencies are not a structural concern (See Photographs 22, 23, and 24).

Two beams with more significant deterioration were observed (See Figures 7 and 11). These beams are located on level 4B on gridline 7 (See Photograph 22) and on level 1A adjacent to the University Ave stair tower (See Photograph 23). The two beams showed water damage but did not show signs of delamination.

Two beams were observed near the garage entrances where vehicle impact has damaged the beams (See Photographs 25 and 26 and Figures 10 and 11). These locations do not appear to have experienced further deterioration after the impact occurred.

3.4 Columns and Guard Wires

GAI performed a visual and sounding survey of the columns throughout the garage and a visual survey of the guard wires along the inside edges of the garage levels. Areas of observed deterioration are indicated on Figures 1 through 6. Cracking is common throughout the garage columns (See Photograph 27). At level 3A and 3B, two columns have delamination near the top of the column due to water runoff from the roof (See Photograph 28).

Four tensioned guard wires are located between the interior columns along the ramps. The guard wires are socketed into the end columns along each ramp level. It appears that the sockets were originally covered in with mortar, but many of the socket areas have spalled exposing the sockets (See Photograph 29). The guard wires appear to be in good condition but some of the wires are slack and have lost their tension (See Photograph 30).

3.5 Masonry Walls

GAI performed a visual survey of the interior and observable areas of the exterior of the concrete masonry unit walls located throughout the garage. Fluted masonry block parapet walls are located around the majority of the exterior of the garage. Full height masonry walls are located on the western half of the south garage wall, and on both the south and east walls at the southeast corner of the garage. Masonry retaining walls are located in the interior of the garage on the west and south sides of the level GB slab-on-grade, and at the lowest level of the garage exterior along the east side and the eastern half of the north side.

The masonry walls throughout the garage have deteriorating mortar joints, step cracks, and cracks through some masonry blocks (See Photograph 31). In general, the deficiencies are minor. On levels 4A, 3A and 2A, the full height masonry fire wall in the southeast corner of the garage is cracked and deteriorated (See Photograph 32 and 35). The masonry retaining wall along the east side of the garage on Level GA has multiple full height vertical cracks (See Photograph 33). Water damage was observed at the exposed parapet walls at the roof level. Water damage was not observed at the lower levels of the parapet walls (See Photograph 34). The parapets have a cap stone on top of the masonry units. At the top southeast and southwest corners of the garage, the mortar joints are cracked, and the cap stone has detached from the wall (See Photograph 36).

The caulking in the joint between the masonry wall and the slab at the bottom of the wall and the caulking at the vertical expansion joints along the wall have deteriorated in some areas (See Photograph 37). Deficient caulking was observed between the masonry walls and the slab-on-grade, as well as around the columns at the bottom level of the garage (See Photograph 38).

3.6 Stair Towers and Roofs

There are two stair towers located in the garage. One tower is located in the northeast corner (Chestnut St stair) and consists of metal pan stairs with painted steel stringers and handrails. The Chestnut St stair is enclosed with doors to the garage levels. The second tower is located in the southwest corner of the garage (University Ave stair) and consists of cast-in-place concrete stairs and landings with painted metal handrails embedded into the concrete. The University Ave stair is not enclosed but is covered by a masonry structure on the roof of the garage. Both stair towers were renovated in 2005. Renovations of the University Ave stair included removing block partition walls and doors, removing and replacing intermediate landings, and removing and replacing the stair flights. Improvements to the Chestnut St stair included improving the elevator lobby areas, removing block partition walls, and installing new plexiglass walls. GAI performed a visual survey of the stair towers and the roofs of the stair enclosures.

The Chestnut St stair is generally in good condition (See Photograph 39). Minor corrosion was observed on a beam framing the roof of the enclosure at the top of the stair (See Photograph 40). Minor concrete cracking was observed where the stair frames into the garage slab on Level 2 (See Photograph 41). Damage was not observed on the steel stairs, stringers, or handrails.

The University Ave stair has a significant amount of deterioration where the handrails are embedded into the concrete. The majority of the locations where the handrail is embedded into the stairs, landings, or garage slab have cracking or significant spalling (See Photographs 42 and 43). The base of the handrail has also corroded in many areas. One location was observed where the base of the handrail has corroded away so the handrail post is no longer attached to the stair (See Photograph 44). Rebar is exposed and corroded in multiple locations along the stair, but it does not appear that significant section loss has occurred (See Photograph 45). The concrete nosings of the stairs at the ground level and aluminum nosings are in good condition (See Photograph 46).

The stair roofs consist of rubber membranes with gravel above. The roof membrane, flashing, and drainage on the roof of the Chestnut St stair appear to be in good condition (See Photograph 47). The roof membrane of the University Ave stair enclosure has deteriorated in some areas and appears to be

cracking at the flashing (See Photograph 48). The drain of the University Ave stair enclosure is missing its steel cap (See Photograph 49).

3.7 Elevator Tower and Miscellaneous Rooms

The elevator shaft for the garage is located adjacent to the Chestnut St stair. The elevator machine room is located on level GB of the garage. GAI accessed the elevator shaft from the elevator machine room and performed a visual survey of the shaft from level GB of the garage. GAI also performed a visual survey of the elevator machine room.

The elevator shaft appears to be in good condition, though access was limited (See Photograph 50). Deteriorated masonry blocks were observed at the top of the wall in the elevator machine room (See Photograph 51).

The electrical closet and ticketing room are located on level 1B of the garage. GAI performed a visual survey of the two rooms. The electrical box in the electrical closet has corrosion and water damage that appears to be coming from a conduit that is embedded in the slab of the garage (See Photograph 52). MPA is aware of this corrosion and is planning on replacing the conduit. Repair of this conduit is not in the scope of this assessment and are not included in the EOPC. Structural deterioration was not observed of the concrete beams, slabs or masonry walls in the electrical closet or the ticketing room.

4.0 Analysis and Conclusions

Based on our visual observations and soundings, the parking garage structure generally appears to be in good condition. The concrete slabs, and columns show some signs of deterioration, however the integrity of the structural members does not appear to be compromised.

4.1 Garage Floor Slabs

The parking level floor slabs appear to be generally in good condition with limited areas of deterioration. There are small areas of spalled or delaminated concrete both on the horizontal slab surface and on the underside of the slab. Deteriorated areas on the underside of the slab do not appear to correlate with deteriorated areas on the top side of the slab. We recommend the delaminated and spalled areas of the slab be repaired with partial depth slab repairs. Spalling concrete should be removed in any areas where the overhead slab has spalled and concrete is in danger of falling.

The slab in the area of the construction joints at the top and bottom of each ramp and at the transition between the slab-on-grade and elevated slab have the highest concentration of deterioration. We recommend removing the traffic coating membrane performing partial depth concrete repairs and applying a new traffic coating membrane.

The garage floor slabs have cracked in many areas, most commonly along the top of the slab at the column lines. We recommend that cracks be routed and filled with a traffic grade joint sealant after partial depth repairs are completed for delamination in these areas.

We recommend that the steel sleeves be removed, and the concrete repaired to prevent future deterioration caused by water infiltration at the meter sockets. Loose concrete should be removed under the meter sockets.

Slab deterioration was observed around floor penetrations for drains, pipes, and conduit. In these areas we recommend that the deteriorated concrete and existing pipe sleeves be removed, new steel pipe sleeves installed and full depth concrete repair around the sleeves. Drains should also be inspected and cleaned to ensure proper drainage.

See below for the estimated repair quantities:

- ▶ Total square footage of partial depth floor slab repairs: 2284 SF
- ▶ Total square footage of partial depth overhead slab repairs: 544 SF

- ▶ Total linear footage of slab crack repair: 2272 LF
- ▶ Total linear footage of overhead slab crack repair: 273 LF
- ▶ Total number of meter sockets to remove/repair: 217
- ▶ Total number of slab penetrations to repair: 36
- ▶ Total number of traffic membranes to remove and replace: 13

4.2 Beams

The concrete beams are generally in good condition. Small imperfections in the beams do not compromise the structural integrity of the beams but their condition should continue to be monitored. The two beams at level 4B on gridline 7 and at level 1A adjacent to the University Ave stair tower should continue to be monitored for deficiencies due to water infiltration.

See below for the estimated repair quantities.

- ▶ Total square footage of partial depth beam repairs: 240 SF

4.3 Columns and Guard Wires

The concrete columns are generally in good condition. GAI recommends partial depth repairs be completed for the columns that delaminated. Columns with horizontal cracking should be repaired with an epoxy injection sealant and carbon fiber column wrap.

See below for the estimated repair quantities.

- ▶ Total square footage of partial depth column repairs: 39 SF
- ▶ Total number of columns to have crack repairs: 51
- ▶ Total linear footage of epoxy repair: 820 LF
- ▶ Total square footage of wrap repair: 1640 SF

Some of the guard wires along the ramps have lost tension. GAI recommends these wires are either re-tensioned or replaced entirely. Sockets in the columns where the guard wires are attached should be patched with mortar to protect the guard wire sockets from future deterioration.

See below for the estimated repair quantities.

- ▶ Total number of wires in need of repair/replacement: 5
- ▶ Total square footage of guard wire socket repair: 96 SF

4.4 Masonry Walls

The masonry walls throughout the garage are generally in fair condition. The parapet walls have deteriorated mortar joints, step cracking and damaged masonry blocks. The parapet walls at Level 4 should be cleaned and sealed to prevent further water infiltration.

The full-height fire wall in the southeast corner of the garage had large cracks and deteriorated block due to water infiltration. Damaged block should be removed and replaced on Levels 4, 3, and 2, mortar repointed and cap stone reset. Full height vertical cracks that were observed in the retaining wall on the lowest level of the east side of the garage should be repaired with joint sealant.

The cap stone of the masonry walls has been damaged or detached in many areas along the wall. Damage to the cap stone could let water into the voids in the wall or may become a danger to fall off of the wall. GAI recommends that the cap stones should be replaced and/or reattached in the areas where it is damaged or detached.

The caulking joint between the masonry wall and slab and at vertical expansion joints in the wall have deteriorated in many areas. Deterioration in these joints will let water into the garage and could cause future deterioration of the structure. GAI recommends that the deteriorated caulking joints along the parapet walls at every level be removed and replaced.

See below for the estimated repair quantities.

- ▶ Total linear footage of cap stone repair/replacement: 27 LF
- ▶ Total square footage of fire wall repair/replacement: 675 SF
- ▶ Total linear footage of retaining wall crack repair: 30 LF
- ▶ Total square footage of Level 4 parapet cleaning/sealing: 2500 SF
- ▶ Total linear footage of caulking repair/replacement: 1467 LF
- ▶ Total linear footage of parapet masonry wall repointing: 1000 LF

4.5 Stair Towers and Roofs

The Chestnut St stair tower is generally in good condition. GAI recommends that the beam framing the roof of the stair enclosure with corrosion be cleaned and repainted. The crack in the concrete where the stair frames into the slab should be routed and filled with joint sealant.

There is significant concrete spalling at the University Ave stair tower handrail embedment locations. GAI recommends that the embedded handrail be removed, and the concrete be repaired with a partial depth repair or, if required, a full depth repair. A new handrail should be installed and made out of a material rated for exterior exposure such as galvanized steel or aluminum. The new handrail posts should not be embedded post to prevent future concrete spalling. The handrail posts should be installed with post-installed anchors with caulking around the base plates.

The University Ave stair enclosure roof is cracked and deteriorating. GAI recommends that the roof membrane be replaced. The Chestnut St stair enclosure roof does not appear to require replacement at this time.

4.6 Elevator Tower and Miscellaneous Rooms

The elevator shaft, elevator machine room and electrical closet are in good condition. GAI observed some minor areas of deterioration in the block walls in these areas. These areas are cosmetic and do not affect the structural integrity of the parking garage structure.

5.0 Repair Recommendations

The recommendations for repair are grouped into three categories based the proposed time frame for each of the repairs. The schematic schedule for repair implementation is as follows:

- ▶ Immediate Repairs: Tasks that should be performed as soon as possible.
 - Remove loose overhead concrete with spalling potential. These areas are concentrated at the underside of the meter sockets.
 - Repair of masonry wall cap stones at Level 4.
 - Repair of the University Ave stair structure including repair of the concrete at handrail embedments and removing and replacing the handrail.
 - Replace the University Ave stair enclosure roof membrane.
 - Repair masonry firewall on Levels 2 and 3.
 - Repair of cracked columns and columns with concrete delamination.
 - Unclog slab drains on all Levels of the garage.
- ▶ Short-Term Repairs: Tasks that could be delayed up to three years before the structural integrity of the garage could be affected.
 - Top surface partial depth concrete slab repair.
 - Overhead partial depth concrete slab repair.

- Remove the traffic coating membrane at slab joints, partial depth concrete slab repair, and replacement of the traffic coating membrane.
- Repair cracks on the elevated parking slabs and slab-on-grade.
- Remove meter sockets and full depth repair of the concrete slab.
- Repair the slab and pipe sleeves around floor penetrations, including drain pipes, fire service, and conduit.
- Retension guard wires and patch guard wire sockets in columns.
- Repair masonry wall deterioration and cracking in the retaining wall at Level GA on the east side of the garage.
- Repairs at the Chestnut St stair including cleaning/repainting corroded steel and patching cracks in the concrete.
- Remove and replace deteriorated caulking joints at the base of the masonry walls around the perimeter of the garage at every level.
- Clean and seal masonry parapet walls at Level 4.
- ▶ Long-Term Repairs: Tasks that could be delayed up to five years before the structural integrity of the garage could be affected.
 - Partial depth concrete repair to the garage beams that have been impacted by vehicles.
 - Partial depth repairs to small imperfections in the garage beams.
 - Repoint parapet masonry walls at every level.
 - Repoint masonry walls and replace missing blocks in the elevator shaft and the elevator machine room.

The observed concrete deficiencies in the garage structure have been categorized based on their severity. The overhead spalling concrete and loose wall cap stones may pose an immediate danger to people or property and should be repaired as soon as possible. The deterioration to the handrails and the spalling concrete at the University Ave stair creates a life safety issue for people using the stairs and pedestrians and cars below. The handrails should be removed and replaced and the concrete repaired. Replacement of the roof above the stairs should be done at the same time to protect the newly repaired stair from water damage. The repair of the masonry southeast fire wall has been classified as an immediate repair to prevent further deterioration. Concrete columns that have cracking and delamination should be repaired to maintain the structural integrity of the garage.

The concrete slab and beam deficiencies do not affect the structural integrity of the garage or present safety issues to cars or pedestrians below. Repair of slab delamination, slab cracking, slab meter sockets, and slab damage around penetrations have been categorized as short-term repairs. The repair of these areas will help to prevent continued deterioration due to water damage. Additionally, the repairs of the masonry east side retaining wall has been classified as short-term repairs. Replacing damaged block and repairing cracks will prevent further deterioration of the walls due to water infiltration. Deteriorated caulking joints at the base of the masonry parapet walls have been categorized as short-term. Removing and replacing the joint sealant will help to protect the concrete slabs and beams from further deterioration. Repair of the loose guard wires has been categorized as a short-term repair to ensure safe conditions for garage users. Repair of the Chestnut St stair tower roof beam is categorized as a short-term repair.

The items that have been categorized as long-term repairs are largely aesthetic and do not affect the structural integrity of the garage. The vehicle impact areas and small imperfections in the garage beams do not have any signs of associated delamination but may be repaired at some point in the future. The cracks in the masonry joints and damaged blocks, particularly in the parapet walls, do not pose any threat to the structural integrity of the walls. Repairs may be completed to non-structural walls

in the elevator shaft and elevator machine rooms, but these areas do not affect the overall garage structure.

6.0 Engineer’s Opinion of Probable Construction Cost

GAI prepared an EOPC for the repairs recommended in the previous section (see Appendix A). Our opinion of cost to remediate the garage is summarized as follows:

Repair Category	Cost (\$)
Immediate Repairs (assumed zero-year cost escalation)	\$402,000
Short-Term Repairs (assumed three-year cost escalation)	\$1,264,000
Long-Term Repairs (assumed five-year cost escalation)	\$57,000
TOTAL	\$1,723,000

The EOPC is based on the following assumptions/exclusions:

- ▶ A 2.5 percent per year costs escalation was assumed for each repair category.
- ▶ A 20 percent contingency was assumed for each repair category.
- ▶ The labor rates assume all work will be performed during normal working hours. Second shift or overnight work costs are not included.

7.0 Conclusions

The University Ave Parking Garage is generally in good condition. The main structural members (beams and columns) of the garage show little deterioration and there are no signs of deterioration to the post-tension tendons. The garage slabs have deterioration located throughout the garage levels in the form of delamination and cracking on the top side and spalling, cracking, and water infiltration on the bottom side. Masonry walls have deterioration throughout the garage in the form of cracking, water damage, and deteriorated mortar and caulking. These deteriorated areas do not pose an imminent threat to the structural integrity of the garage but should be repaired to reduce continued deterioration of the parking garage.

This report has been prepared for the Morgantown Parking Authority. The scope is limited to the specific Project and location described herein and represents our understanding of the significant aspects relative to the structure. If there are differing conditions from those described herein, GAI should be informed so we may, if required, modify and/or revise our recommendations and conclusions and determine if additional assessments, testing, and/or evaluations are warranted.

The passage of time from the date of this report may result in significant changes in conditions of the structure that could render the report inaccurate. Accordingly, neither the Morgantown Parking Authority nor any other party will rely on the information or conclusions contained in this report after six months from the date the report was issued without the express written consent of GAI. Reliance on this report after such period of time will be at the user’s sole risk.

GAI appreciates the opportunity to provide our services to the Morgantown Parking Authority on this Project. We will contact you to answer questions regarding the contents of this report. In the meantime, if you have questions, please contact Chris Hennessey at 412.399.5398.

FIGURES

148 10 000 1/2 0000



CHESTNUT STREET

WALNUT STREET

UNIVERSITY AVE. STAIRS

LEVEL 4B EXTENSION

UNIVERSITY AVENUE

WALL STREET

LEVEL 4B

ROOF LEVEL EXTENSION
SCALE: 1/8" = 1'-0"



CHESTNUT STREET STAIRS

NOTE:
FOR BEAMS BR11 & BR12
PROVIDE STEERING ENDS
FROM COL LINE

DETAIL 1

FIGURE 1: LEVEL 4B EXTENSION - 4B TOP OF SLAB AND COLUMNS

LEGEND

- PARKING METER LOCATION
- PIPE PENETRATION
- CONDUIT PENETRATION
- FLOOR DRAIN
- TRAFFIC COATING MEMBRANE
- AREAS OF CONCRETE DELAMINATION
- CRACKS IN CONCRETE SLAB
- PONDING

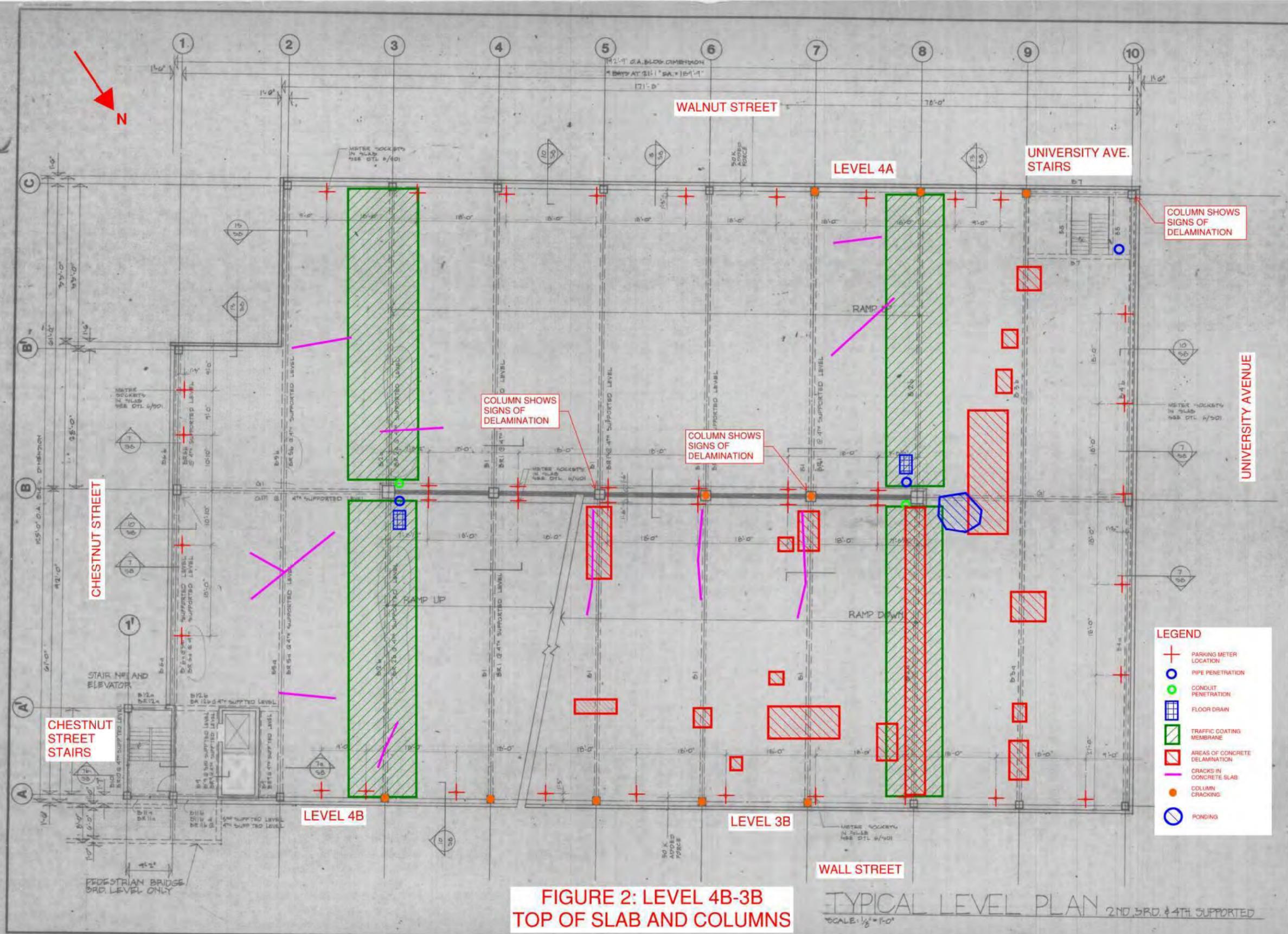
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DRAWING NO.		
S6		
DATE:		
PROJ. NO.:		
DESIGN / DRAWN / CHECKED:		

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MORGANTOWN WEST VIRGINIA



Dellman Paring Associates
A DIVISION OF MORGANTOWN, INC.
New York

John
fujitwara, architect



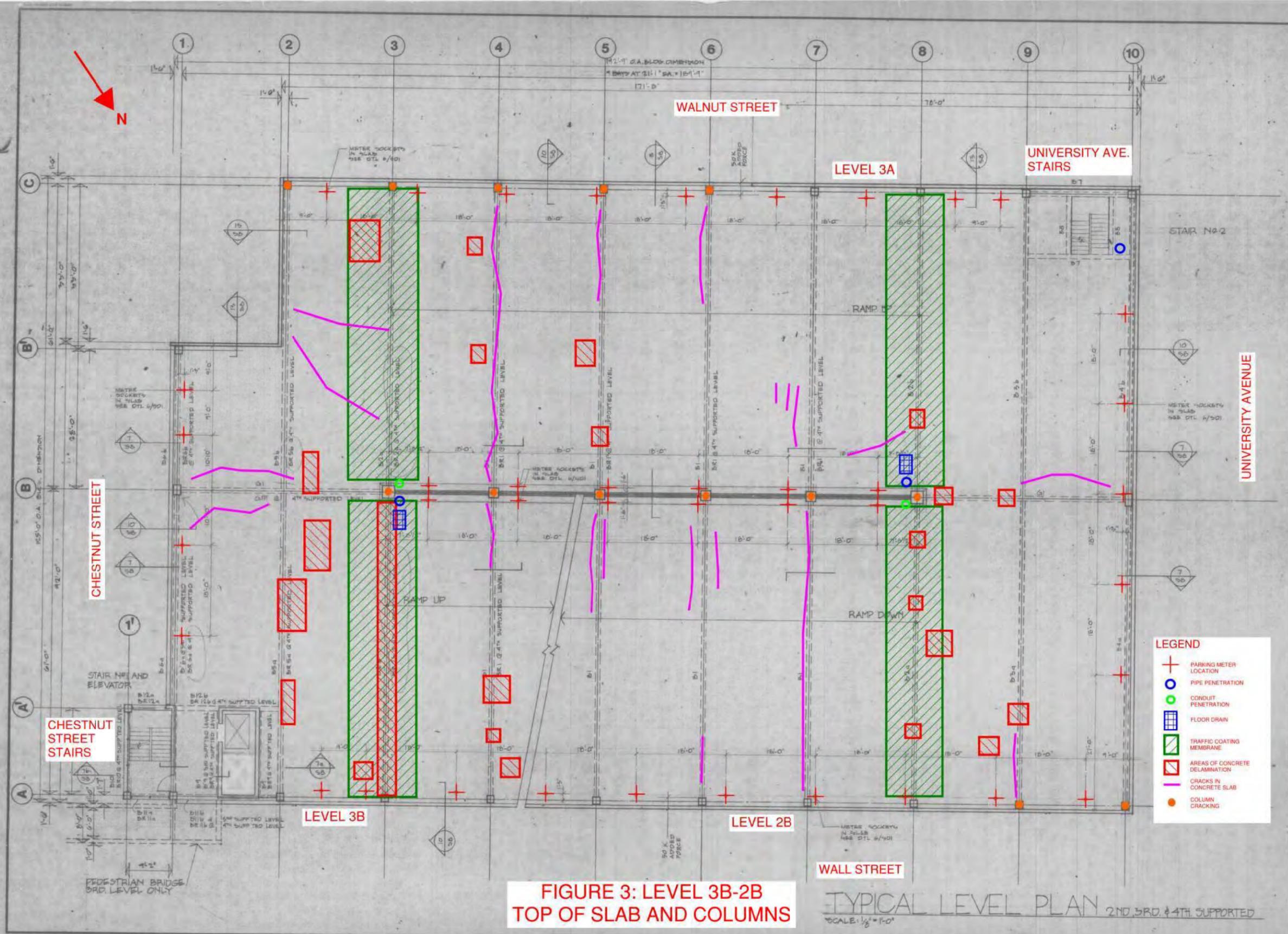
**FIGURE 2: LEVEL 4B-3B
TOP OF SLAB AND COLUMNS**

TYPICAL LEVEL PLAN 2ND, 3RD, & 4TH SUPPORTED
SCALE: 1/8" = 1'-0"

- LEGEND**
- + PARKING METER LOCATION
 - PIPE PENETRATION
 - CONDUIT PENETRATION
 - FLOOR DRAIN
 - ▨ TRAFFIC COATING MEMBRANE
 - ▨ AREAS OF CONCRETE DELAMINATION
 - CRACKS IN CONCRETE SLAB
 - COLUMN CRACKING
 - PONDING

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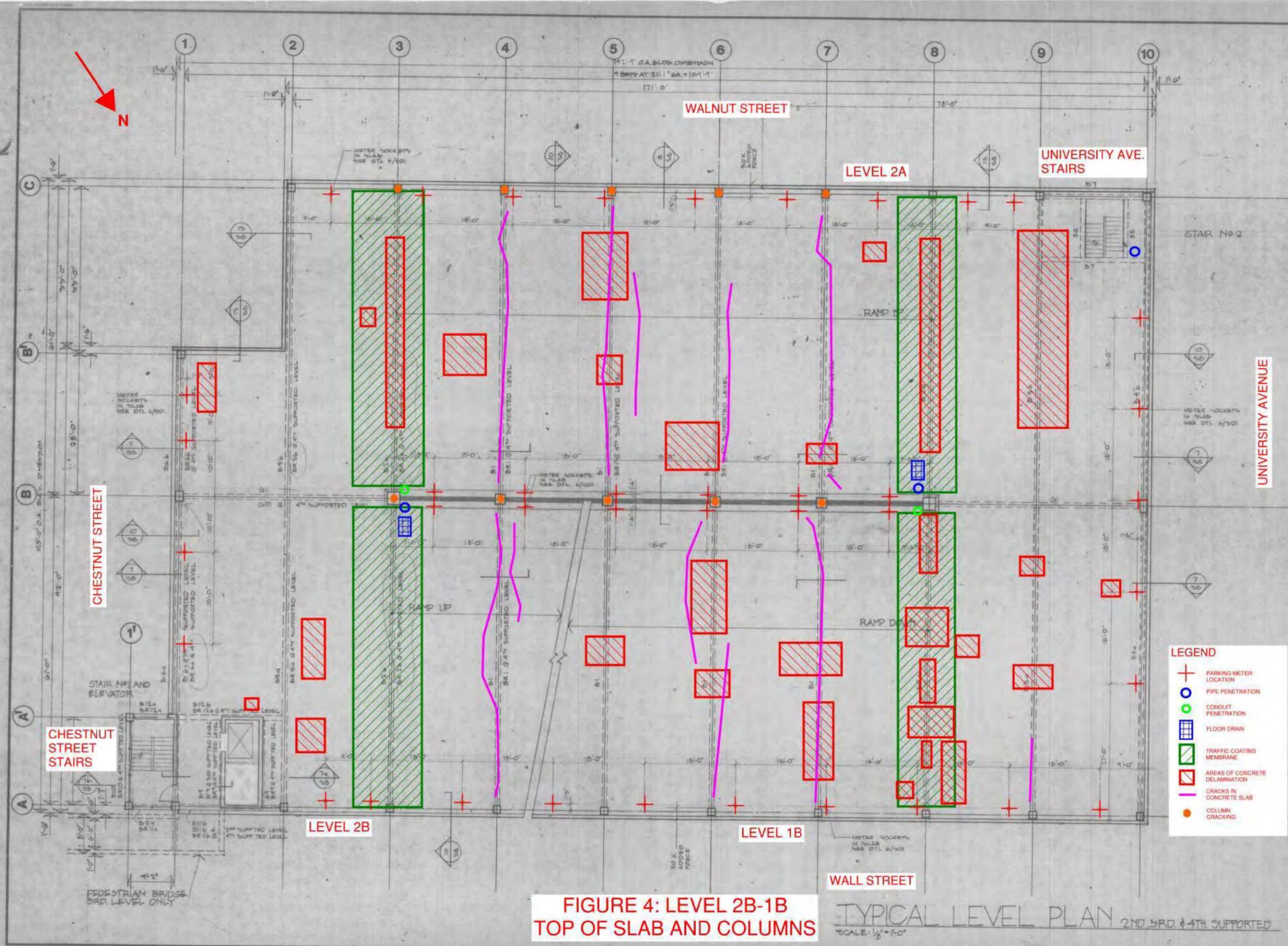


**FIGURE 3: LEVEL 3B-2B
TOP OF SLAB AND COLUMNS**

TYPICAL LEVEL PLAN 2ND, 3RD, & 4TH SUPPORTED
SCALE: 1/8" = 1'-0"

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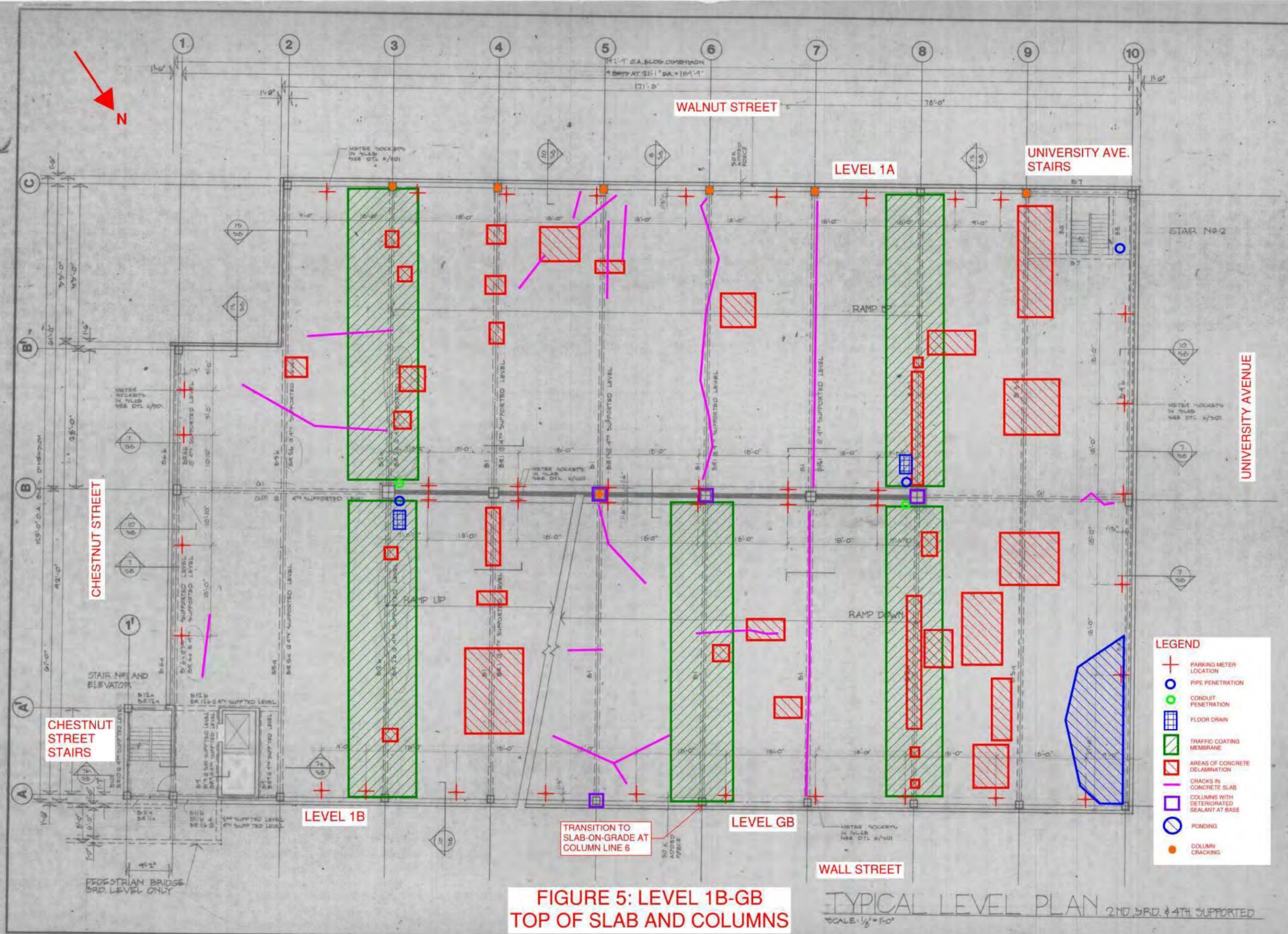


**FIGURE 4: LEVEL 2B-1B
TOP OF SLAB AND COLUMNS**

TYPICAL LEVEL PLAN 2ND, 3RD, & 4TH SUPPORTED
SCALE: 1/8" = 1'-0"

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**FIGURE 5: LEVEL 1B-GB
TOP OF SLAB AND COLUMNS**

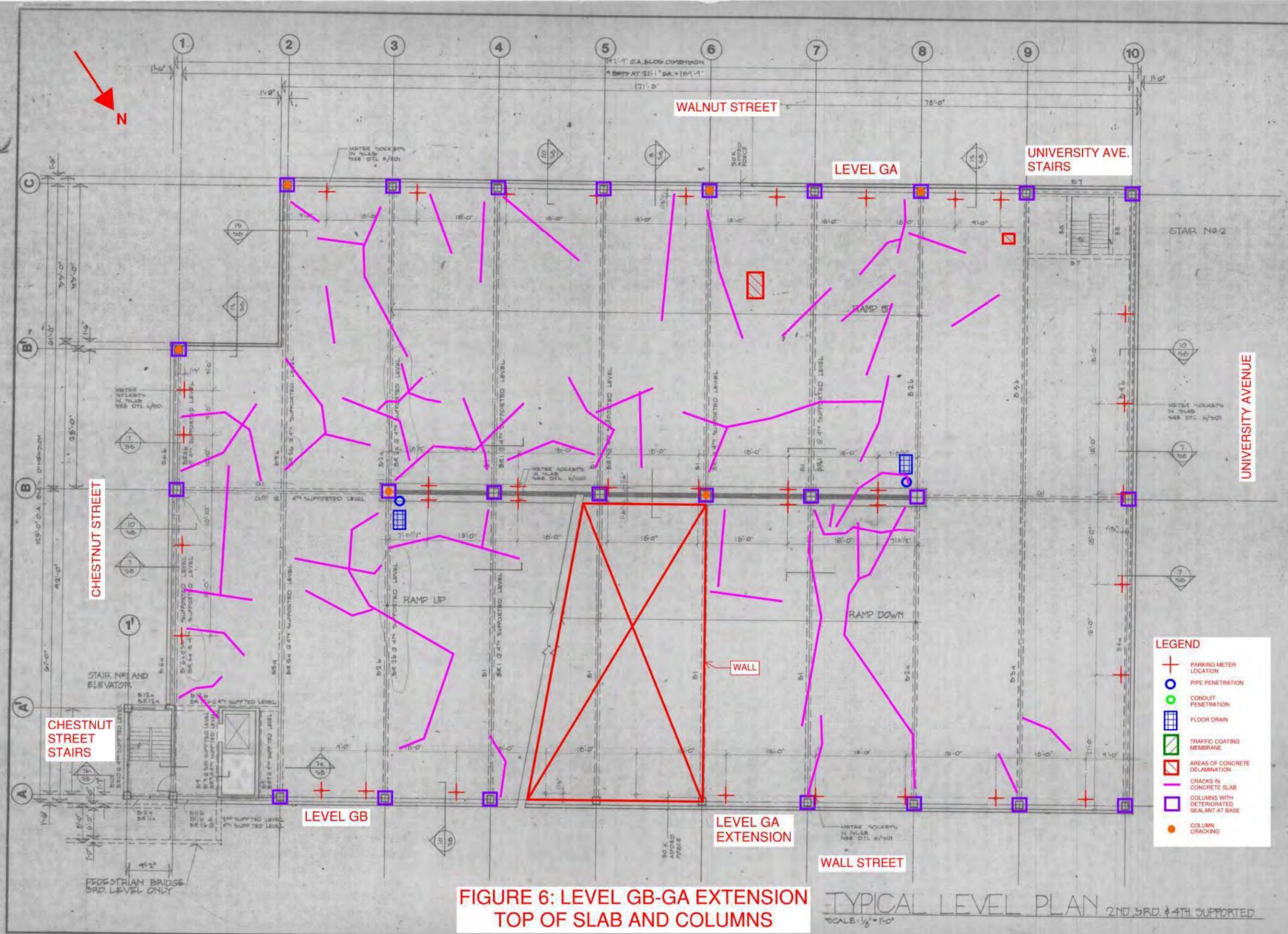
TYPICAL LEVEL PLAN 2ND, 3RD, & 4TH SUPPORTED
SCALE: 1/8" = 1'-0"

John Fujiwara, architect

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Dustin Parking Architects
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**FIGURE 6: LEVEL GB-GA EXTENSION
TOP OF SLAB AND COLUMNS**

TYPICAL LEVEL PLAN 2ND, 3RD, & 4TH SUPPORTED
SCALE: 1/8" = 1'-0"

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REVISIONS		
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		CHECK

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CHESTNUT STREET

WALNUT STREET

UNIVERSITY AVE. STAIRS

LEVEL 4B EXTENSION

UNIVERSITY AVENUE

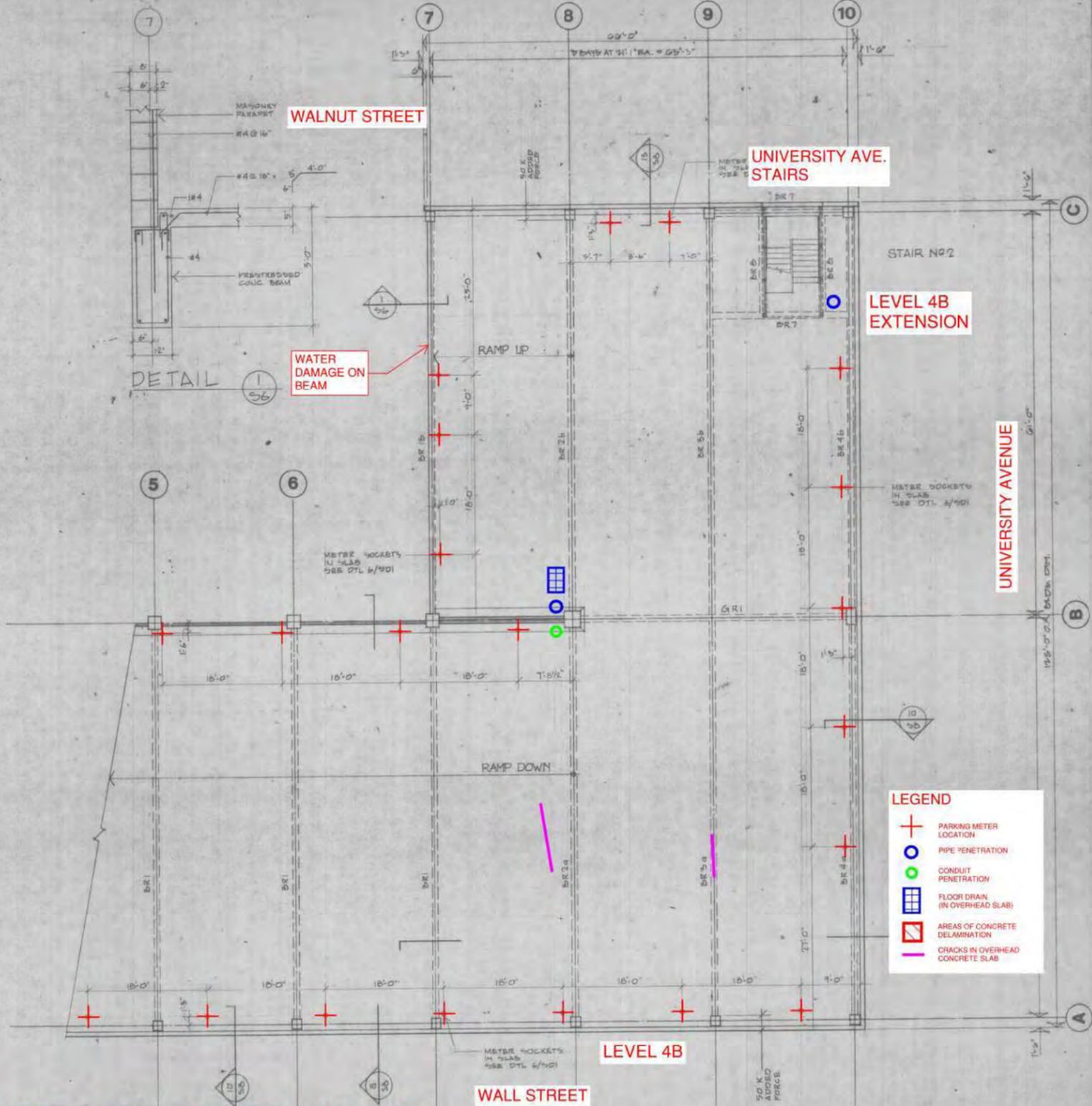
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CHESTNUT STREET STAIRS



WATER DAMAGE ON BEAM

LEVEL 4B

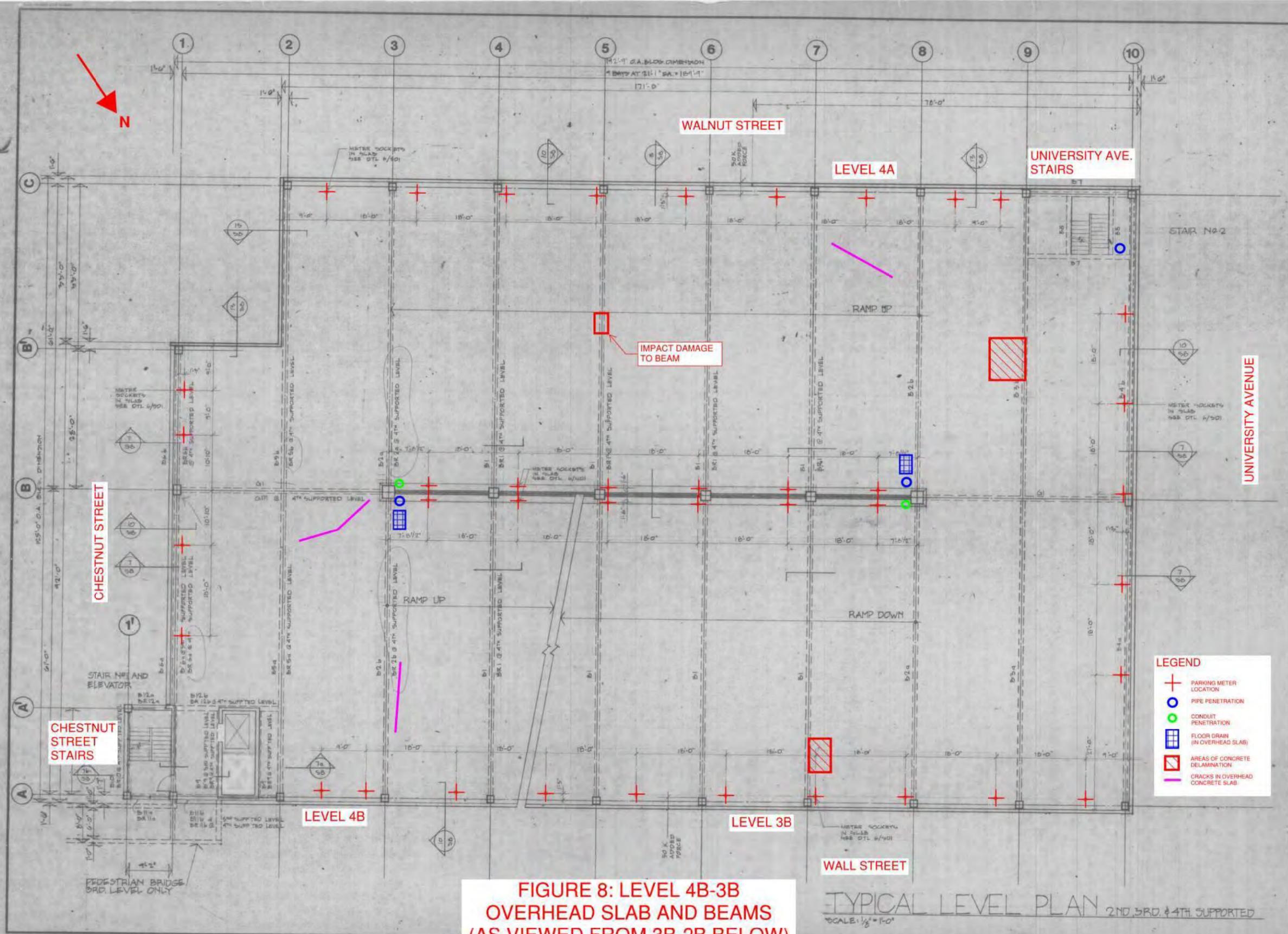
WALL STREET

ROOF LEVEL EXTENSION
SCALE: 1/8" = 1'-0"

- LEGEND**
- PARKING METER LOCATION
 - PIPE PENETRATION
 - CONDUIT PENETRATION
 - FLOOR DRAIN (IN OVERHEAD SLAB)
 - AREAS OF CONCRETE DELAMINATION
 - CRACKS IN OVERHEAD CONCRETE SLAB

FIGURE 7: LEVEL 4B EXTENSION - 4B OVERHEAD SLAB AND BEAMS (AS VIEWED FROM 4B-3B BELOW)

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PROJ. NO.:		
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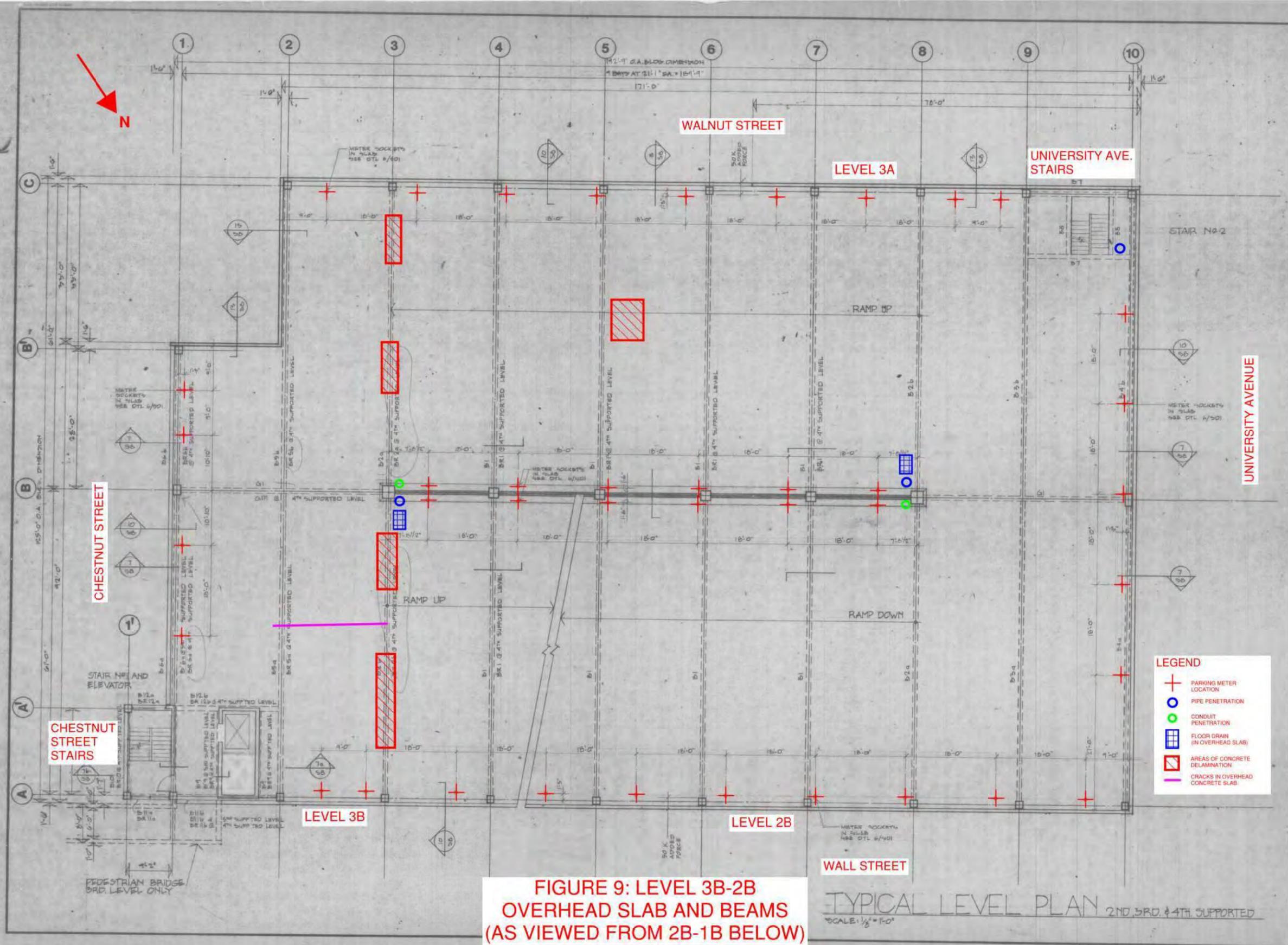
**FIGURE 8: LEVEL 4B-3B
OVERHEAD SLAB AND BEAMS
(AS VIEWED FROM 3B-2B BELOW)**

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**FIGURE 9: LEVEL 3B-2B
OVERHEAD SLAB AND BEAMS
(AS VIEWED FROM 2B-1B BELOW)**

TYPICAL LEVEL PLAN 2ND, 3RD, & 4TH SUPPORTED
SCALE: 1/8" = 1'-0"

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S5		
DATE	PROJ. NO. 1	DESIGN/ DRAWN/ CHECK

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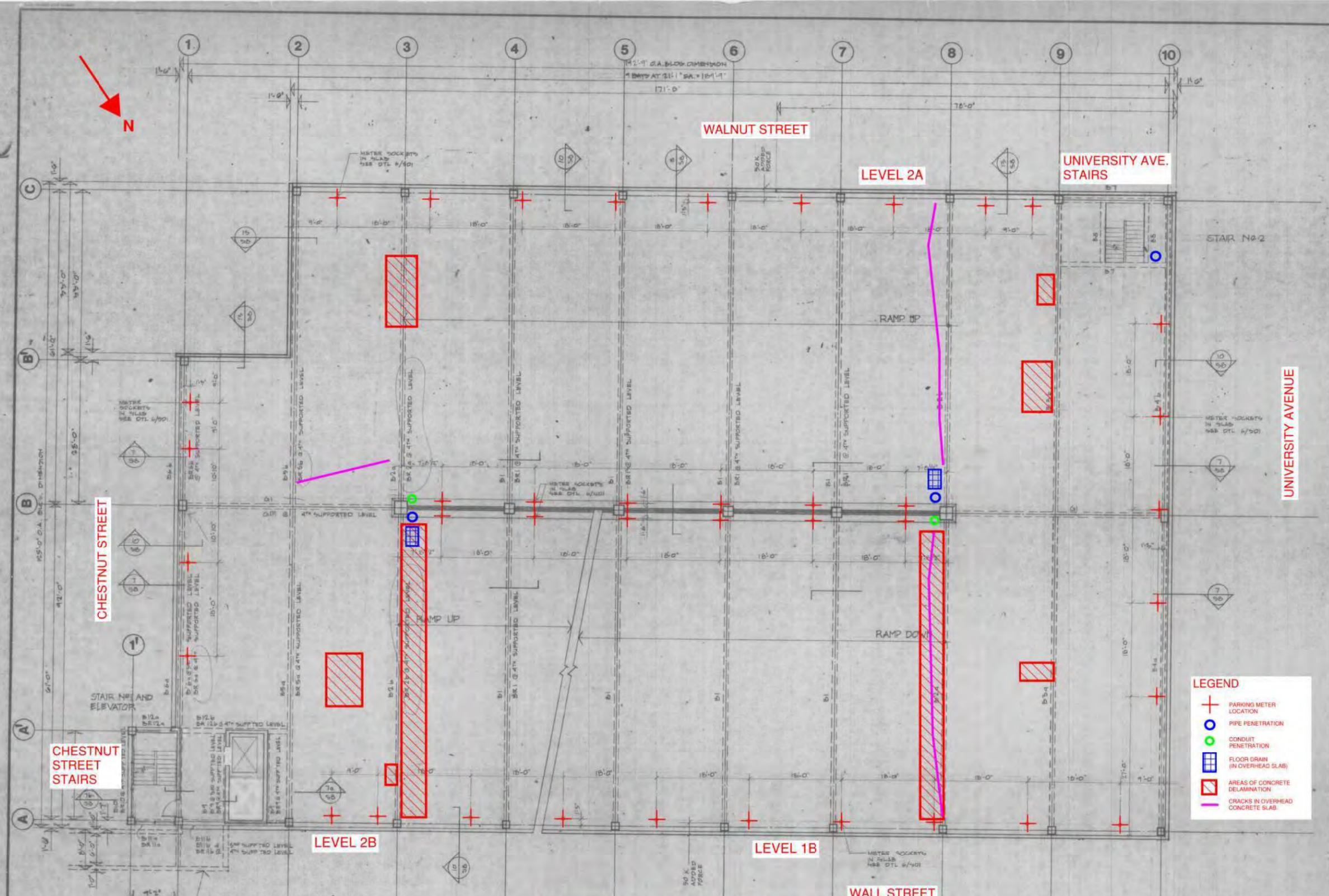
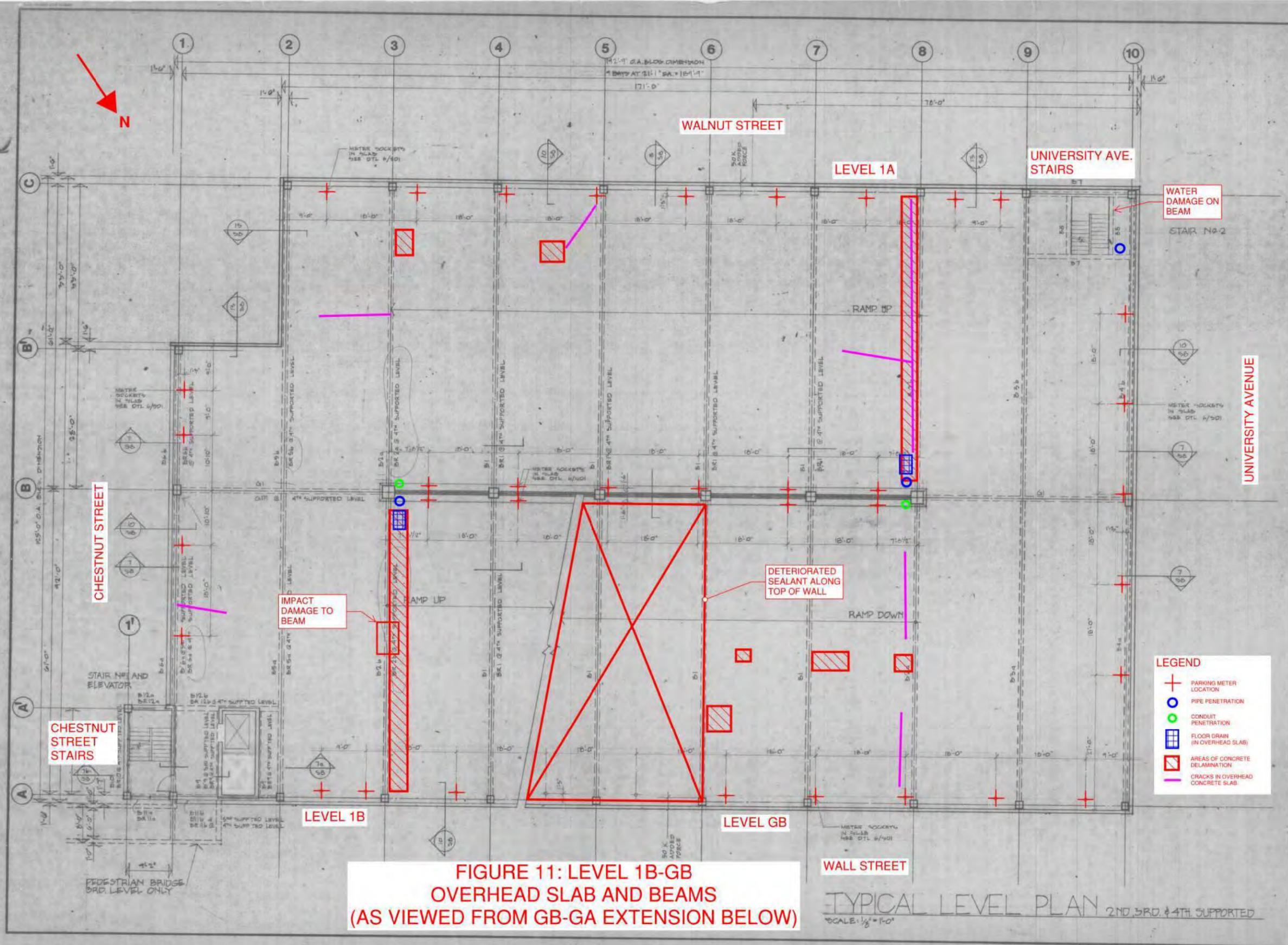


FIGURE 10: LEVEL 2B-1B OVERHEAD SLAB AND BEAMS (AS VIEWED FROM 1B-GB BELOW)

TYPICAL LEVEL PLAN 2ND, 3RD, & 4TH SUPPORTED
SCALE: 1/8" = 1'-0"

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**FIGURE 11: LEVEL 1B-GB
OVERHEAD SLAB AND BEAMS
(AS VIEWED FROM GB-GA EXTENSION BELOW)**

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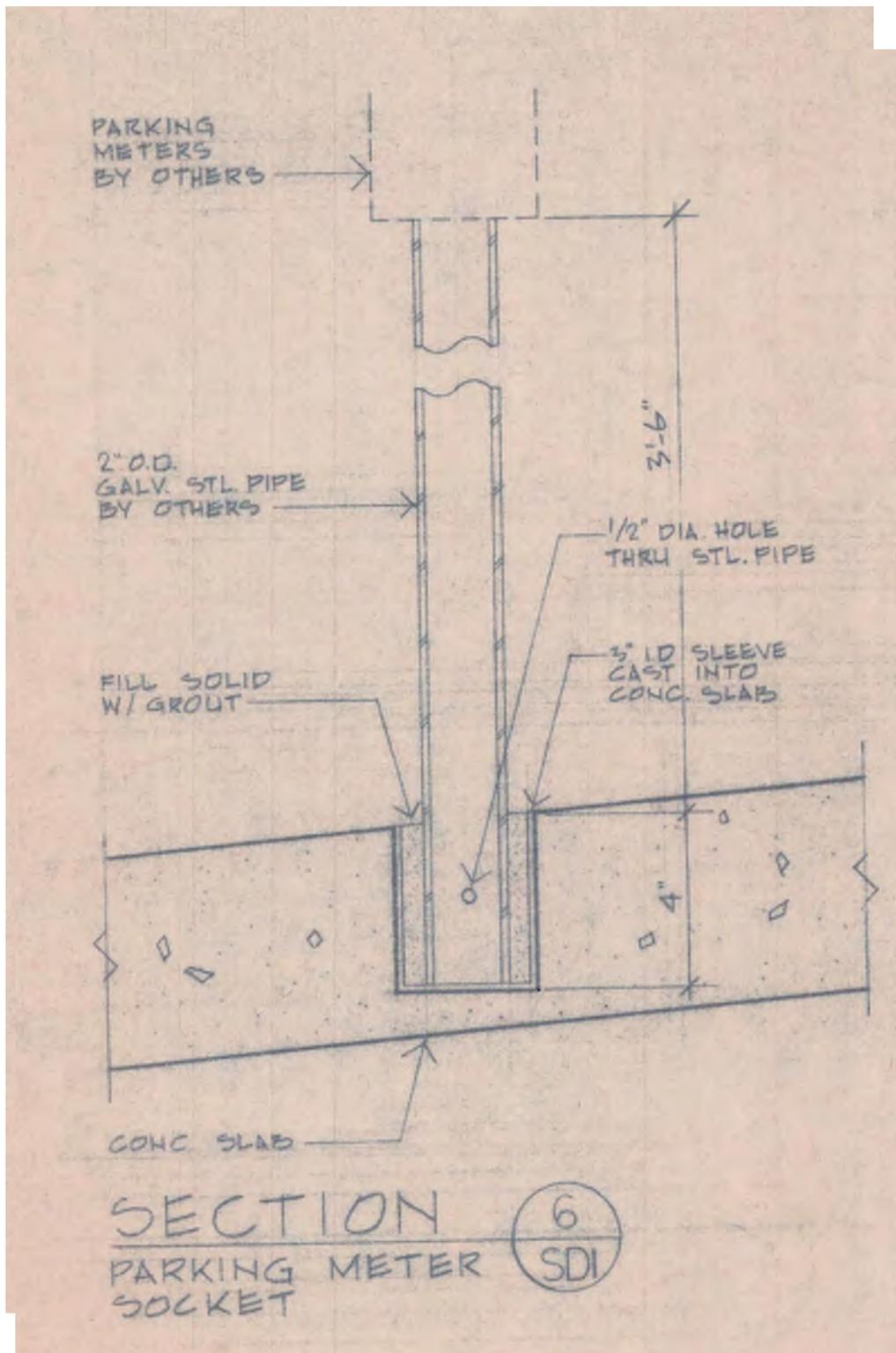


FIGURE 12: TYPICAL SLAB METER SOCKET EXISTING DETAIL

PHOTOGRAPHS



Photograph 1.



Photograph 2.



Photograph 3.



Photograph 4.



Photograph 5.



Photograph 6.



Photograph 7.



Photograph 8.



Photograph 9.



Photograph 10.



Photograph 11.



Photograph 12.



Photograph 13.



Photograph 14.



Photograph 15.



Photograph 16.



Photograph 17.



Photograph 18.



Photograph 19.



Photograph 20.



Photograph 21.



Photograph 22.



Photograph 23.



Photograph 24.



Photograph 25.



Photograph 26.



Photograph 27.



Photograph 28.



Photograph 29.



Photograph 30.



Photograph 31



Photograph 32.



Photograph 33.



Photograph 34.



Photograph 35.



Photograph 36.



Photograph 37.



Photograph 38.



Photograph 39.



Photograph 40.



Photograph 41.



Photograph 42.



Photograph 43.



Photograph 44.



Photograph 45.



Photograph 46.



Photograph 47.



Photograph 48.



Photograph 49.



Photograph 50.



Photograph 51.



Photograph 52.

APPENDIX A

Engineer's Opinion of Probable Construction Cost

Project Description: MPA - University Ave Garage - Immediate Repair Option
Design Classification: Conceptual
Submittal Level: -
Client Project No.: -
A/E Project No.: C191085.00

Data Date: 28-Feb-20
Lead Engineer: -
Estimator: JCS
Reviewer: -
Approver: -

SUMMARY

NO.	DESCRIPTION	PERCENTAGES *		CAPITAL (INVESTMENT) COSTS			OPERATING (EXPENSE) COSTS		
				MATERIAL	LABOR	TOTAL	MATERIAL	LABOR	TOTAL
A	GENERAL CONTRACTOR RAW COST (GC)			122,715	97,659		0	0	
a.1	Labor Efficiency Factor and Sales Tax (Material)	80.0%	6%	7,363	24,415		0	0	
a.2	Overhead and G & A		40%		48,829			0	
a.3	Material Handling and Shift Differential/Premium Time	0%	0%						
a.4	Subtotal			130,078	170,903	300,981	0	0	0
a.5	Profit		10%			30,098			0
a.6	Subtotal					331,079			0
a.7	General Contractor Mark-Up on Subs		10%			0			0
A. TOTAL						331,079			0
B	SUBCONTRACTOR RAW COST (SC)			0	0		0	0	
b.1	Labor Efficiency Factor and Sales Tax (Material)	80.0%	0%	0	0		0	0	
b.2	Subtotal					0			0
b.3	Overhead and G & A		40%		0			0	
b.4	Material Handling and Shift Differential/Premium Time	0%	0%						
b.5	Subtotal			0	0	0	0	0	0
b.6	Profit		10%			0			0
B. TOTAL						0			0
C	SPECIALIZED SUBCONTRACTOR RAW COST (SP)			0	0		0	0	
c.1	Labor Efficiency Factor and Sales Tax (Material)	80.0%	0%	0	0		0	0	
c.2	Subtotal					0			0
c.3	Overhead and G & A		40%		0			0	
c.4	Material Handling and Shift Differential/Premium Time	0%	0%						
c.5	Subtotal			0	0	0	0	0	0
c.6	Profit		10%			0			0
C. TOTAL						0			0
CONSTRUCTION SUBTOTAL						331,079			0
D	BOND		1.20%			3,973			0
E	ESCALATION (Total Percent and Cost thru Scheduled Contract Award Period)	2020	0.00%			0			0
F	CONTINGENCY		20%			67,010			0
COST ESTIMATE SUBTOTAL						402,062			0
G	COMMISSIONING SERVICES		0.00%			0			0
H	OWNER FURNISHED MAT'L / EQUIP					0			0
I	CLIENT ENGINEERING					0			0
J	A/E ENGINEERING		0%			0			0
COST ESTIMATE GRAND TOTAL						402,062			0
						INVESTMENT TOTAL >	402,062	EXPENSE TOTAL >	0

Total Investment Cost: 402,100

Total Expense Cost: 0

Total Cost 402,000

MPA - University Ave Garage - Immediate Repair Option				Construction Raw Costs By Contractor Category			Sort Code	Matl & Rntl	Labor	Elect Matl/Rntl	Mech Matl/Rntl	Civil Matl/Rntl	Struct Matl/Rntl	Arch Matl/Rntl	Demo Matl/Rntl	Exp Matl/Rntl	Spec Matl/Rntl	Indirects Matl	Total Matl/Rntl	Quoted Equip
Design Classification: Conceptual Means Cost Data: 2020				Summary 1a: GC-1 General Contractor Raw Costs - Investment Work w/ Indirects			1	\$122,715	\$97,659	\$0	\$0	\$0	\$116,234	\$0	\$0	\$0	\$0	\$6,480	\$122,715	0.0%
Submittal Level/Date: - Lead Engineer: -				Summary 1a: GC-2 General Contractor Raw Costs - Expense Work			2	\$0	\$0	Elect Lbr	Mech Lbr	Civil Lbr	Struct Lbr	Arch Lbr	Demo Lbr	Expense Lbr	Specialty Lbr	Indirects Lbr	Total Labor	Rental Equip
Client Project No: - Estimator: JCS				Summary 2a: SC-3 Subcontractor(s) - Investment Work			3	\$0	\$0	\$0	\$0	\$0	\$74,367	\$0	\$0	\$0	\$0	\$23,292	\$97,659	\$9,997
A/E Project No: C191085.00 Reviewer: -				Summary 2a: SC-4 Subcontractor(s) - Expense Work			4	\$0	\$0	Total ELE	Total MEC	Total CIV	Total STR	Total ARC	Total DEM	Total EXP	Total SPE	Total IND	Total Raw Cost	Indirect Mhrs
EOPC Data Date: 28-Feb-20 Approver: -				Summary 3a: SP-5 Specialized Subcontractor - Specialty Serv - Investment Work			5	\$0	\$0	\$0	\$0	\$0	\$190,602	\$0	\$0	\$0	\$0	\$29,772	\$220,374	373.26
				Summary 3a: SP-6 Specialized Subcontractor - Specialty Serv - Expense Work			6	\$0	\$0	0.00	0.00	0.00	1430.14	0.00	0.00	0.00	0.00	0.00	< Manhours	Direct Fld Mhrs
				Capture Total for All M&L Costs w/ Missing Sort Code Above >>>				\$0	\$0	0.00%	0.00%	0.00%	86.49%	0.00%	0.00%	0.00%	0.00%	13.51%	< % of Project	1,430.14

Line No.	Source	Location, Drawing, Notation	GC SC SP	Sort Code	EEL-MEC-CIV-STR-ARC-DEM-EXP-SPE	Construction Activity Description	RSMMeans References			Quantity	Unit of Measure	Labor Mhrs/Unit	Material Cost/Unit	Labor Cost/Unit	Equip Rental Cost/Unit	Total Adj Mat'l Costs	Total Adj Labor Costs	Total Adj Equip Rental	Total Mhrs @ 80% Efficient	Total Cost Mat'l, Labor, Equip Rental
							Div.	Section	Line No.											
1						Immediate Repairs									\$0	\$0	\$0	0.00	\$0	
2			GC	1	IND	Construction Indirect Costs: Mob/Demob, Trailers, Support Crafts and Supervision, Safety				1.0	190602	298.609	\$0	\$17,917	\$6,480.46	\$0	\$23,292	\$6,480	373.26	\$29,772
3															\$0	\$0	\$0	0.00	\$0	
4			GC	1	STR	University Ave Staircase Repairs									\$0	\$0	\$0	0.00	\$0	
5			GC	1	STR	Handrail demolition	05	0505.10	0390	1.0	LT	0.667	\$0.00	\$38.00	\$41.50	\$0	\$49	\$42	0.83	\$91
6			GC	1	STR	Concrete slab demolition	03	0505.10	0060	4.7	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$1,304	\$210	29.44	\$1,514
7			GC	1	STR	Full depth concrete repair at stair	00		Estm	4.7	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$14,130	\$3,061	\$0	58.87	\$17,191
8			GC	1	STR	Handrail replacement - steel	05	52.13.50	0640	382.5	LF	0.234	\$77.50	\$13.60	\$1.07	\$35,573	\$6,763	\$409	111.88	\$42,744
9			GC	1	STR	Base plates for handrail - steel (15 lb each x 109 plates)	05	12.23.77	4300	1650.0	LB	0.007	\$1.65	\$0.43	\$0.23	\$3,267	\$922	\$380	14.44	\$4,569
10			GC	1	STR	Post Installed Anchors	05	05.19.10	1430	436.0	EA	0.593	\$10.15	\$28.50	\$4.23	\$5,310	\$16,154	\$1,844	323.19	\$23,309
11			GC	1	STR	University Ave Stair Enclosure Roof Demo - 18'x9'	07	05.05.10	3720	162.0	SF	0.045	\$0.00	\$1.91	\$0.00	\$0	\$402	\$0	9.11	\$402
12			GC	1	STR	University Ave Stair Enclosure Roof Replacement - Rubber roof membrane, flashing, gravel - 18'x9'	07	54.16.10	0140+	1.6	SQ	7.840	\$1,480.00	\$330.00	\$37.80	\$2,877	\$695	\$61	15.88	\$3,633
13			GC	1	STR	Roofing flashing	07	65.10.10	0300+	60.0	SF	0.275	\$16.10	\$12.75	\$0.00	\$1,159	\$995	\$0	20.63	\$2,154
14															\$0	\$0	\$0	0.00	\$0	
15			GC	1	STR	Column Repairs									\$0	\$0	\$0	0.00	\$0	
16			GC	1	STR	Partial depth concrete column repair	00		Estm	39.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$2,340	\$327	\$30	7.12	\$2,697
17			GC	1	STR	Column Crack Repair - Epoxy Injection Sealant (51 columns)	03	01.30.71	2250	820.0	LF	0.157	\$1.95	\$5.97	\$0.16	\$1,919	\$6,364	\$131	160.93	\$8,414
17			GC	1	STR	Column Repair - Surface Prep (51 columns)	03	01.30.62	2100	1640.0	SF	0.123	\$7.80	\$6.15	\$0.00	\$15,350	\$13,112	\$0	252.15	\$28,462
18			GC	1	STR	Column Repair - Carbon Fiber Column Wrap (51 columns)	09	29.10.30	4160	1640.0	SF	0.125	\$12.30	\$7.50	\$0.25	\$24,206	\$15,984	\$410	256.15	\$40,600
19			GC	1	STR	Column Painting - Paint repaired columns (51 columns)	09	91.13.90	380 & 039	1640.0	SF	0.018	\$0.56	\$0.80	\$0.00	\$1,102	\$1,706	\$0	36.90	\$2,808
20															\$0	\$0	\$0	0.00	\$0	
21			GC	1	STR	Masonry Repairs									\$0	\$0	\$0	0.00	\$0	
22			GC	1	STR	Masonry Fire Wall Demo - (33' + 21') x 25' height - Assume 50% replacement	04	05.05.10	0460	675.0	SF	0.020	\$0.00	\$0.84	\$0.00	\$0	\$737	\$0	16.88	\$737
23			GC	1	STR	Masonry Fire Wall Replacement - (33' + 21') x 25' height - Assume 50% replacement	04	22.10.23	1200	675.0	SF	0.133	\$5.85	\$6.40	\$0.00	\$4,739	\$5,616	\$0	112.22	\$10,355
24			GC	1	STR	Cap Stone Replacement	04	22.10.44	1250	27.0	LF	0.105	\$23.00	\$5.05	\$0.00	\$745	\$177	\$0	3.54	\$922
25															\$0	\$0	\$0	0.00	\$0	
26															\$0	\$0	\$0	0.00	\$0	
27															\$0	\$0	\$0	0.00	\$0	
28															\$0	\$0	\$0	0.00	\$0	
29															\$0	\$0	\$0	0.00	\$0	
30															\$0	\$0	\$0	0.00	\$0	
31															\$0	\$0	\$0	0.00	\$0	
32															\$0	\$0	\$0	0.00	\$0	
33															\$0	\$0	\$0	0.00	\$0	
34															\$0	\$0	\$0	0.00	\$0	
35															\$0	\$0	\$0	0.00	\$0	
36															\$0	\$0	\$0	0.00	\$0	
37															\$0	\$0	\$0	0.00	\$0	
38															\$0	\$0	\$0	0.00	\$0	

Project Description: MPA - University Ave Garage - 3 Year Escalation Option
Design Classification: Conceptual
Submittal Level: -
Client Project No.: -
A/E Project No.: C191085.00

Data Date: 28-Feb-20
Lead Engineer: -
Estimator: JCS
Reviewer: -
Approver: -

SUMMARY

NO.	DESCRIPTION	PERCENTAGES *		CAPITAL (INVESTMENT) COSTS			OPERATING (EXPENSE) COSTS		
				MATERIAL	LABOR	TOTAL	MATERIAL	LABOR	TOTAL
A	GENERAL CONTRACTOR RAW COST (GC)			412,150	252,469		0	0	
a.1	Labor Efficiency Factor and Sales Tax (Material)	80.0%	6%	24,729	63,117		0	0	
a.2	Overhead and G & A		40%		126,235			0	
a.3	Material Handling and Shift Differential/Premium Time	0%	0%						
a.4	Subtotal			436,879	441,821	878,701	0	0	0
a.5	Profit		10%			87,870			0
a.6	Subtotal					966,571			0
a.7	General Contractor Mark-Up on Subs		10%			0			0
A. TOTAL						966,571			0
B	SUBCONTRACTOR RAW COST (SC)			0	0		0	0	
b.1	Labor Efficiency Factor and Sales Tax (Material)	80.0%	0%	0	0		0	0	
b.2	Subtotal					0			0
b.3	Overhead and G & A		40%		0			0	
b.4	Material Handling and Shift Differential/Premium Time	0%	0%						
b.5	Subtotal			0	0	0	0	0	0
b.6	Profit		10%			0			0
B. TOTAL						0			0
C	SPECIALIZED SUBCONTRACTOR RAW COST (SP)			0	0		0	0	
c.1	Labor Efficiency Factor and Sales Tax (Material)	80.0%	0%	0	0		0	0	
c.2	Subtotal					0			0
c.3	Overhead and G & A		40%		0			0	
c.4	Material Handling and Shift Differential/Premium Time	0%	0%						
c.5	Subtotal			0	0	0	0	0	0
c.6	Profit		10%			0			0
C. TOTAL						0			0
CONSTRUCTION SUBTOTAL						966,571			0
D	BOND		1.20%			11,599			0
E	ESCALATION (Total Percent and Cost thru Scheduled Contract Award Period)	3 Years	7.69%			75,212			0
F	CONTINGENCY		20%			210,676			0
COST ESTIMATE SUBTOTAL						1,264,058			0
G	COMMISSIONING SERVICES		0.00%			0			0
H	OWNER FURNISHED MAT'L / EQUIP					0			0
I	CLIENT ENGINEERING					0			0
J	A/E ENGINEERING		0%			0			0
COST ESTIMATE GRAND TOTAL						INVESTMENT TOTAL > 1,264,058			EXPENSE TOTAL > 0

Total Investment Cost: 1,264,100

 Total Expense Cost: 0

Total Cost 1,264,000

MPA - University Ave Garage - 3 Year Escalation Option				Construction Raw Costs By Contractor Category			Sort Code	Matl & Rntl	Labor	Elect Matl/Rntl	Mech Matl/Rntl	Civil Matl/Rntl	Struct Matl/Rntl	Arch Matl/Rntl	Demo Matl/Rntl	Exp Matl/Rntl	Spec Matl/Rntl	Indirects Matl	Total Matl/Rntl	Quoted Equip
Design Classification: Conceptual Means Cost Data: 2020				Summary 1a: GC-1 General Contractor Raw Costs - Investment Work w/ Indirects			1	\$412,150	\$252,469	\$0	\$0	\$0	\$392,606	\$0	\$0	\$0	\$0	\$19,544	\$412,150	0.0%
Submittal Level/Date: - Lead Engineer: -				Summary 1a: GC-2 General Contractor Raw Costs - Expense Work			2	\$0	\$0	Elect Lbr	Mech Lbr	Civil Lbr	Struct Lbr	Arch Lbr	Demo Lbr	Expense Lbr	Specialty Lbr	Indirects Lbr	Total Labor	Rental Equip
Client Project No: - Estimator: JCS				Summary 2a: SC-3 Subcontractor(s) - Investment Work			3	\$0	\$0	\$0	\$0	\$0	\$182,225	\$0	\$0	\$0	\$0	\$70,244	\$252,469	\$23,849
A/E Project No: C191085.00 Reviewer: -				Summary 2a: SC-4 Subcontractor(s) - Expense Work			4	\$0	\$0	Total ELE	Total MEC	Total CIV	Total STR	Total ARC	Total DEM	Total EXP	Total SPE	Total IND	Total Raw Cost	Indirect Mhrs
EOPC Data Date: 28-Feb-20 Approver: -				Summary 3a: SP-5 Specialized Subcontractor - Specialty Serv - Investment Work			5	\$0	\$0	\$0	\$0	\$0	\$574,831	\$0	\$0	\$0	\$0	\$89,789	\$664,620	1,125.71
				Summary 3a: SP-6 Specialized Subcontractor - Specialty Serv - Expense Work			6	\$0	\$0	0.00	0.00	0.00	3473.72	0.00	0.00	0.00	0.00	0.00	< Manhours	Direct Fld Mhrs
				Capture Total for All M&L Costs w/ Missing Sort Code Above >>>				\$0	\$0	0.00%	0.00%	0.00%	86.49%	0.00%	0.00%	0.00%	0.00%	13.51%	< % of Project	3,473.72

Line No.	Source	Location, Drawing, Notation	GC SC SP	Sort Code	ELE-MEC-CIV-STR-ARC-DEM-EXP-SPE	Construction Activity Description	RSMeans References			Quantity	Unit of Measure	Labor Mhrs/Unit	Material Cost/Unit	Labor Cost/Unit	Equip Rental Cost/Unit	Total Adj Mat'l Costs	Total Adj Labor Costs	Total Adj Equip Rental	Total Mhrs @ 80% Efficient	Total Cost Mat'l, Labor, Equip Rental
							Div.	Section	Line No.											
1						Short Term Repairs									\$0	\$0	\$0	0.00	\$0	
2			GC	1	IND	Construction Indirect Costs: Mob/Demob, Trailers, Support Crafts and Supervision, Safety				1.0	574831	900.569	\$0	\$54,034	\$19,544.26	\$0	\$70,244	\$19,544	1125.71	\$89,789
3															\$0	\$0	\$0	0.00	\$0	
4			GC	1	STR	Slab - Level GA Extension									\$0	\$0	\$0	0.00	\$0	
5			GC	1	STR	Partial depth concrete slab repair	00		Estm	18.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$1,080	\$151	\$14	3.29	\$1,245
6			GC	1	STR	Meter Socket Concrete Demo - 9 places	03	0505.10	0060	0.56	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$155	\$25	3.50	\$180
7			GC	1	STR	Full depth concrete slab replacement around meter sockets - 9 places	00		Estm	0.56	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$1,680	\$364	\$0	7.00	\$2,044
8			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	72.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$2,009	\$3,384	\$0	59.40	\$5,392
9			GC	1	STR	Slab on grade crack repair	03	01.30.71	1450	235.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$601	\$1,191	\$0	24.38	\$1,792
10															\$0	\$0	\$0	0.00	\$0	
11			GC	1	STR	Slab - Level GA									\$0	\$0	\$0	0.00	\$0	
12			GC	1	STR	Partial depth concrete slab repair	00		Estm	18.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$1,080	\$151	\$14	3.29	\$1,245
13			GC	1	STR	Meter Socket Concrete Demo - 20 places	03	0505.10	0060	1.24	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$343	\$55	7.75	\$399
14			GC	1	STR	Full depth concrete slab replacement around meter sockets - 20 places	00		Estm	1.24	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$3,720	\$806	\$0	15.50	\$4,526
15			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	160.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$4,464	\$7,519	\$0	132.00	\$11,983
16			GC	1	STR	Slab on grade crack repair	03	01.30.71	1450	345.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$882	\$1,749	\$0	35.79	\$2,631
17															\$0	\$0	\$0	0.00	\$0	
18			GC	1	STR	Slab - Level GB									\$0	\$0	\$0	0.00	\$0	
19			GC	1	STR	Partial depth concrete slab repair	00		Estm	498.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$29,880	\$4,169	\$388	90.89	\$34,438
20			GC	1	STR	Concrete slab demolition	03	0505.10	0060	0.06	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$17	\$3	0.39	\$20
21			GC	1	STR	Full depth concrete slab replacement around penetrations	00		Estm	0.06	CY	1.986	\$217.00	\$100.00	\$0.48	\$16	\$8	\$0	0.15	\$24
22			GC	1	STR	Meter Socket Concrete Demo - 20 places	03	0505.10	0060	1.24	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$343	\$55	7.75	\$399
23			GC	1	STR	Full depth concrete slab replacement around meter sockets - 20 places	00		Estm	1.24	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$3,720	\$806	\$0	15.50	\$4,526
24			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	192.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$5,357	\$9,023	\$0	158.40	\$14,380
25			GC	1	STR	Slab Repair 1/8" crack, 12" deep	03	01.30.71	1450	61.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$156	\$309	\$0	6.33	\$465
26			GC	1	STR	Slab on grade crack repair	03	01.30.71	1450	275.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$703	\$1,394	\$0	28.53	\$2,097
27			GC	1	STR	Remove Traffic membrane - 12' x 61' each	07	05.05.10	1120	15.0	SQ	0.667	\$0.00	\$28.00	\$0.00	\$0	\$546	\$0	12.51	\$546
28			GC	1	STR	Slab Joint repair	00		Estm	61.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$3,660	\$511	\$48	11.13	\$4,218
29			GC	1	STR	Replace traffic membrane - 12' x 61' each	00	-	Estm	1500.0	SF	0.005	\$3.91	\$0.26	\$0	\$7,038	\$507	\$0	9.38	\$7,545
30			GC	1	STR	Overhead partial depth concrete slab repair	00		Estm	26.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$1,560	\$218	\$20	4.75	\$1,798
31			GC	1	STR	Overhead Repair 1/8" crack, 12" deep	03	01.30.71	1450	30.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$77	\$152	\$0	3.11	\$229
32															\$0	\$0	\$0	0.00	\$0	
33			GC	1	STR	Slab - Level 1A									\$0	\$0	\$0	0.00	\$0	
34			GC	1	STR	Partial depth concrete slab repair	00		Estm	379.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$22,740	\$3,173	\$296	69.17	\$26,209
35			GC	1	STR	Concrete slab demolition	03	0505.10	0060	0.19	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$51	\$8	1.16	\$60
36			GC	1	STR	Full depth concrete slab replacement around penetrations	00		Estm	0.19	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$556	\$120	\$0	2.31	\$676
37			GC	1	STR	Meter Socket Concrete Demo - 20 places	03	0505.10	0060	1.24	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$343	\$55	7.75	\$399
38			GC	1	STR	Full depth concrete slab replacement around meter sockets - 20 places	00		Estm	1.24	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$3,720	\$806	\$0	15.50	\$4,526
39			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	192.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$5,357	\$9,023	\$0	158.40	\$14,380

MPA - University Ave Garage - 3 Year Escalation Option				Construction Raw Costs By Contractor Category			Sort Code	Matl & Rntl	Labor	Elect Matl/Rntl	Mech Matl/Rntl	Civil Matl/Rntl	Struct Matl/Rntl	Arch Matl/Rntl	Demo Matl/Rntl	Exp Matl/Rntl	Spec Matl/Rntl	Indirects Matl	Total Matl/Rntl	Quoted Equip	
Design Classification: Conceptual Means Cost Data: 2020				Summary 1a: GC-1 General Contractor Raw Costs - Investment Work w/ Indirects			1	\$412,150	\$252,469	\$0	\$0	\$0	\$392,606	\$0	\$0	\$0	\$0	\$19,544	\$412,150	0.0%	
Submittal Level/Date: - - Lead Engineer: -				Summary 1a: GC-2 General Contractor Raw Costs - Expense Work			2	\$0	\$0	Elect Lbr	Mech Lbr	Civil Lbr	Struct Lbr	Arch Lbr	Demo Lbr	Expense Lbr	Specialty Lbr	Indirects Lbr	Total Labor	Rental Equip	
Client Project No: - Estimator: JCS				Summary 2a: SC-3 Subcontractor(s) - Investment Work			3	\$0	\$0	\$0	\$0	\$0	\$182,225	\$0	\$0	\$0	\$0	\$0	\$70,244	\$252,469	\$23,849
A/E Project No: C191085.00 Reviewer: -				Summary 2a: SC-4 Subcontractor(s) - Expense Work			4	\$0	\$0	Total ELE	Total MEC	Total CIV	Total STR	Total ARC	Total DEM	Total EXP	Total SPE	Total IND	Total Raw Cost	Indirect Mhrs	
EOPC Data Date: 28-Feb-20 Approver: -				Summary 3a: SP-5 Specialized Subcontractor - Specialty Serv - Investment Work			5	\$0	\$0	\$0	\$0	\$0	\$574,831	\$0	\$0	\$0	\$0	\$0	\$89,789	\$664,620	1,125.71
				Summary 3a: SP-6 Specialized Subcontractor - Specialty Serv - Expense Work			6	\$0	\$0	0.00	0.00	0.00	3473.72	0.00	0.00	0.00	0.00	0.00	< Manhours	Direct Fld Mhrs	
				Capture Total for All M&L Costs w/ Missing Sort Code Above >>>				\$0	\$0	0.00%	0.00%	0.00%	86.49%	0.00%	0.00%	0.00%	0.00%	13.51%	< % of Project	3,473.72	
Line No.	Source	Location, Drawing, Notation	GC SC SP	Sort Code	EEL-MEC-CIV-STR-ARC-DEM-EXP-SPE	Construction Activity Description	RSMeans References			Quantity	Unit of Measure	Labor Mhrs/Unit	Material Cost/Unit	Labor Cost/Unit	Equip Rental Cost/Unit	Total Adj Mat'l Costs	Total Adj Labor Costs	Total Adj Equip Rental	Total Mhrs @ 80% Efficient	Total Cost Mat'l, Labor, Equip Rental	
							Div.	Section	Line No.												
40			GC	1	STR	Slab Repair 1/8" crack, 12" deep	03	01.30.71	1450	278.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$711	\$1,409	\$0	28.84	\$2,120	
41			GC	1	STR	Remove Traffic membrane - 12' x 61' each	07	05.05.10	1120	15.0	SQ	0.667	\$0.00	\$28.00	\$0.00	\$0	\$546	\$0	12.51	\$546	
42			GC	1	STR	Slab Joint repair	00		Estm	36.6	SF	0.146	\$50.00	\$6.44	\$0.78	\$2,196	\$306	\$29	6.68	\$2,531	
43			GC	1	STR	Replace traffic membrane - 12' x 61' each	00	-	Estm	1500.0	SF	0.005	\$3.91	\$0.26		\$7,038	\$507	\$0	9.38	\$7,545	
44			GC	1	STR	Overhead partial depth concrete slab repair	00		Estm	31.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$1,860	\$260	\$24	5.66	\$2,144	
45			GC	1	STR	Overhead Repair 1/8" crack, 12" deep	03	01.30.71	1450	86.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$220	\$436	\$0	8.92	\$656	
46															\$0	\$0	\$0	0.00	\$0		
47			GC	1	STR	Slab - Level 1B									\$0	\$0	\$0	0.00	\$0		
48			GC	1	STR	Partial depth concrete slab repair	00		Estm	348.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$20,880	\$2,913	\$271	63.51	\$24,065	
49			GC	1	STR	Concrete slab demolition	03	0505.10	0060	0.12	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$34	\$5	0.77	\$40	
50			GC	1	STR	Full depth concrete slab replacement around penetrations	00		Estm	0.12	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$370	\$80	\$0	1.54	\$451	
51			GC	1	STR	Meter Socket Concrete Demo - 20 places	03	0505.10	0060	1.24	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$343	\$55	7.75	\$399	
52			GC	1	STR	Full depth concrete slab replacement around meter sockets - 20 places	00		Estm	1.24	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$3,720	\$806	\$0	15.50	\$4,526	
53			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	192.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$5,357	\$9,023	\$0	158.40	\$14,380	
54			GC	1	STR	Slab Repair 1/8" crack, 12" deep	03	01.30.71	1450	205.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$524	\$1,039	\$0	21.27	\$1,563	
55			GC	1	STR	Remove Traffic membrane - 12' x 61' each	07	05.05.10	1120	15.0	SQ	0.667	\$0.00	\$28.00	\$0.00	\$0	\$546	\$0	12.51	\$546	
56			GC	1	STR	Slab Joint repair	00		Estm	85.4	SF	0.146	\$50.00	\$6.44	\$0.78	\$5,124	\$715	\$67	15.59	\$5,906	
57			GC	1	STR	Replace traffic membrane - 12' x 61' each	00	-	Estm	1500.0	SF	0.005	\$3.91	\$0.26		\$7,038	\$507	\$0	9.38	\$7,545	
58			GC	1	STR	Overhead partial depth concrete slab repair	00		Estm	147.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$8,820	\$1,231	\$115	26.83	\$10,165	
59			GC	1	STR	Overhead Repair 1/8" crack, 12" deep	03	01.30.71	1450	10.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$26	\$51	\$0	1.04	\$76	
60															\$0	\$0	\$0	0.00	\$0		
61			GC	1	STR	Slab - Level 2A									\$0	\$0	\$0	0.00	\$0		
62			GC	1	STR	Partial depth concrete slab repair	00		Estm	377.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$22,620	\$3,156	\$294	68.80	\$26,070	
63			GC	1	STR	Concrete slab demolition	03	0505.10	0060	0.19	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$51	\$8	1.16	\$60	
64			GC	1	STR	Full depth concrete slab replacement around penetrations	00		Estm	0.19	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$556	\$120	\$0	2.31	\$676	
65			GC	1	STR	Meter Socket Concrete Demo - 20 places	03	0505.10	0060	1.24	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$343	\$55	7.75	\$399	
66			GC	1	STR	Full depth concrete slab replacement around meter sockets - 20 places	00		Estm	1.24	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$3,720	\$806	\$0	15.50	\$4,526	
67			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	192.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$5,357	\$9,023	\$0	158.40	\$14,380	
68			GC	1	STR	Slab Repair 1/8" crack, 12" deep	03	01.30.71	1450	222.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$567	\$1,126	\$0	23.03	\$1,693	
69			GC	1	STR	Remove Traffic membrane - 12' x 61' each	07	05.05.10	1120	15.0	SQ	0.667	\$0.00	\$28.00	\$0.00	\$0	\$546	\$0	12.51	\$546	
70			GC	1	STR	Slab Joint repair	00		Estm	170.8	SF	0.146	\$50.00	\$6.44	\$0.78	\$10,248	\$1,430	\$133	31.17	\$11,811	
71			GC	1	STR	Replace traffic membrane - 12' x 61' each	00	-	Estm	1500.0	SF	0.005	\$3.91	\$0.26		\$7,038	\$507	\$0	9.38	\$7,545	
72			GC	1	STR	Overhead partial depth concrete slab repair	00		Estm	18.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$1,080	\$151	\$14	3.29	\$1,245	
73			GC	1	STR	Overhead Repair 1/8" crack, 12" deep	03	01.30.71	1450	82.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$210	\$416	\$0	8.51	\$625	
74															\$0	\$0	\$0	0.00	\$0		
75			GC	1	STR	Slab - Level 2B									\$0	\$0	\$0	0.00	\$0		
76			GC	1	STR	Partial depth concrete slab repair	00		Estm	119.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$7,140	\$996	\$93	21.72	\$8,229	
77			GC	1	STR	Concrete slab demolition	03	0505.10	0060	0.12	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$34	\$5	0.77	\$40	
78			GC	1	STR	Full depth concrete slab replacement around penetrations	00		Estm	0.12	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$370	\$80	\$0	1.54	\$451	
79			GC	1	STR	Meter Socket Concrete Demo - 20 places	03	0505.10	0060	1.24	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$343	\$55	7.75	\$399	

MPA - University Ave Garage - 3 Year Escalation Option				Construction Raw Costs By Contractor Category			Sort Code	Matl & Rntl	Labor	Elect Matl/Rntl	Mech Matl/Rntl	Civil Matl/Rntl	Struct Matl/Rntl	Arch Matl/Rntl	Demo Matl/Rntl	Exp Matl/Rntl	Spec Matl/Rntl	Indirects Matl	Total Matl/Rntl	Quoted Equip
Design Classification: Conceptual Means Cost Data: 2020				Summary 1a: GC-1 General Contractor Raw Costs - Investment Work w/ Indirects			1	\$412,150	\$252,469	\$0	\$0	\$0	\$392,606	\$0	\$0	\$0	\$0	\$19,544	\$412,150	0.0%
Submittal Level/Date: - Lead Engineer: -				Summary 1a: GC-2 General Contractor Raw Costs - Expense Work			2	\$0	\$0	Elect Lbr	Mech Lbr	Civil Lbr	Struct Lbr	Arch Lbr	Demo Lbr	Expense Lbr	Specialty Lbr	Indirects Lbr	Total Labor	Rental Equip
Client Project No: - Estimator: JCS				Summary 2a: SC-3 Subcontractor(s) - Investment Work			3	\$0	\$0	\$0	\$0	\$0	\$182,225	\$0	\$0	\$0	\$0	\$70,244	\$252,469	\$23,849
A/E Project No: C191085.00 Reviewer: -				Summary 2a: SC-4 Subcontractor(s) - Expense Work			4	\$0	\$0	Total ELE	Total MEC	Total CIV	Total STR	Total ARC	Total DEM	Total EXP	Total SPE	Total IND	Total Raw Cost	Indirect Mhrs
EOPC Data Date: 28-Feb-20 Approver: -				Summary 3a: SP-5 Specialized Subcontractor - Specialty Serv - Investment Work			5	\$0	\$0	\$0	\$0	\$0	\$574,831	\$0	\$0	\$0	\$0	\$89,789	\$664,620	1,125.71
				Summary 3a: SP-6 Specialized Subcontractor - Specialty Serv - Expense Work			6	\$0	\$0	0.00	0.00	0.00	3473.72	0.00	0.00	0.00	0.00	0.00	< Manhours	Direct Fld Mhrs
				Capture Total for All M&L Costs w/ Missing Sort Code Above >>>				\$0	\$0	0.00%	0.00%	0.00%	86.49%	0.00%	0.00%	0.00%	0.00%	13.51%	< % of Project	3,473.72

Line No.	Source	Location, Drawing, Notation	GC SC SP	Sort Code	ELE-MEC-CIV-STR-ARC-DEM-EXP-SPE	Construction Activity Description	RSMeans References			Quantity	Unit of Measure	Labor Mhrs/Unit	Material Cost/Unit	Labor Cost/Unit	Equip Rental Cost/Unit	Total Adj Mat'l Costs	Total Adj Labor Costs	Total Adj Equip Rental	Total Mhrs @ 80% Efficient	Total Cost Mat'l, Labor, Equip Rental
							Div.	Section	Line No.											
80			GC	1	STR	Full depth concrete slab replacement around meter sockets - 20 places	00		Estm	1.24	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$3,720	\$806	\$0	15.50	\$4,526
81			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	192.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$5,357	\$9,023	\$0	158.40	\$14,380
82			GC	1	STR	Slab Repair 1/8" crack, 12" deep	03	01.30.71	1450	201.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$514	\$1,019	\$0	20.85	\$1,533
83			GC	1	STR	Remove Traffic membrane - 12' x 61' each	07	05.05.10	1120	7.5	SQ	0.667	\$0.00	\$28.00	\$0.00	\$0	\$273	\$0	6.25	\$273
84			GC	1	STR	Slab Joint repair	00		Estm	85.4	SF	0.146	\$50.00	\$6.44	\$0.78	\$5,124	\$715	\$67	15.59	\$5,906
85			GC	1	STR	Replace traffic membrane - 12' x 61' each	00	-	Estm	750.0	SF	0.005	\$3.91	\$0.26		\$3,519	\$254	\$0	4.69	\$3,773
86			GC	1	STR	Overhead partial depth concrete slab repair	00		Estm	167.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$10,020	\$1,398	\$130	30.48	\$11,548
87			GC	1	STR	Overhead Repair 1/8" crack, 12" deep	03	01.30.71	1450	0.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$0	\$0	\$0	0.00	\$0
88															\$0	\$0	\$0	0.00	\$0	
89			GC	1	STR	Slab - Level 3A									\$0	\$0	\$0	0.00	\$0	
90			GC	1	STR	Partial depth concrete slab repair	00		Estm	97.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$5,820	\$812	\$76	17.70	\$6,708
91			GC	1	STR	Concrete slab demolition	03	0505.10	0060	0.19	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$51	\$8	1.16	\$60
92			GC	1	STR	Full depth concrete slab replacement around penetrations	00		Estm	0.19	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$556	\$120	\$0	2.31	\$676
93			GC	1	STR	Meter Socket Concrete Demo - 20 places	03	0505.10	0060	1.24	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$343	\$55	7.75	\$399
94			GC	1	STR	Full depth concrete slab replacement around meter sockets - 20 places	00		Estm	1.24	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$3,720	\$806	\$0	15.50	\$4,526
95			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	192.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$5,357	\$9,023	\$0	158.40	\$14,380
96			GC	1	STR	Slab Repair 1/8" crack, 12" deep	03	01.30.71	1450	135.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$345	\$684	\$0	14.01	\$1,030
97			GC	1	STR	Remove Traffic membrane - 12' x 61' each	07	05.05.10	1120	15.0	SQ	0.667	\$0.00	\$28.00	\$0.00	\$0	\$546	\$0	12.51	\$546
98			GC	1	STR	Slab Joint repair	00		Estm	122.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$7,320	\$1,021	\$95	22.27	\$8,437
99			GC	1	STR	Replace traffic membrane - 12' x 61' each	00	-	Estm	1500.0	SF	0.005	\$3.91	\$0.26		\$7,038	\$507	\$0	9.38	\$7,545
100			GC	1	STR	Overhead partial depth concrete slab repair	00		Estm	76.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$4,560	\$636	\$59	13.87	\$5,256
101			GC	1	STR	Overhead Repair 1/8" crack, 12" deep	03	01.30.71	1450	0.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$0	\$0	\$0	0.00	\$0
102															\$0	\$0	\$0	0.00	\$0	
103			GC	1	STR	Slab - Level 3B									\$0	\$0	\$0	0.00	\$0	
104			GC	1	STR	Partial depth concrete slab repair	00		Estm	371.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$22,260	\$3,106	\$289	67.71	\$25,655
105			GC	1	STR	Concrete slab demolition	03	0505.10	0060	0.12	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$34	\$5	0.77	\$40
106			GC	1	STR	Full depth concrete slab replacement around penetrations	00		Estm	0.12	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$370	\$80	\$0	1.54	\$451
107			GC	1	STR	Meter Socket Concrete Demo - 20 places	03	0505.10	0060	1.24	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$343	\$55	7.75	\$399
108			GC	1	STR	Full depth concrete slab replacement around meter sockets - 20 places	00		Estm	1.24	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$3,720	\$806	\$0	15.50	\$4,526
109			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	192.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$5,357	\$9,023	\$0	158.40	\$14,380
110			GC	1	STR	Slab Repair 1/8" crack, 12" deep	03	01.30.71	1450	95.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$243	\$482	\$0	9.86	\$724
111			GC	1	STR	Remove Traffic membrane - 12' x 61' each	07	05.05.10	1120	15.0	SQ	0.667	\$0.00	\$28.00	\$0.00	\$0	\$546	\$0	12.51	\$546
112			GC	1	STR	Slab Joint repair	00		Estm	244.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$14,640	\$2,043	\$190	44.53	\$16,873
113			GC	1	STR	Replace traffic membrane - 12' x 61' each	00	-	Estm	1500.0	SF	0.005	\$3.91	\$0.26		\$7,038	\$507	\$0	9.38	\$7,545
114			GC	1	STR	Overhead partial depth concrete slab repair	00		Estm	69.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$4,140	\$578	\$54	12.59	\$4,771
115			GC	1	STR	Overhead Repair 1/8" crack, 12" deep	03	01.30.71	1450	21.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$54	\$106	\$0	2.18	\$160
116															\$0	\$0	\$0	0.00	\$0	
117			GC	1	STR	Slab - Level 4A									\$0	\$0	\$0	0.00	\$0	
118			GC	1	STR	Partial depth concrete slab repair	00		Estm	59.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$3,540	\$494	\$46	10.77	\$4,080
119			GC	1	STR	Concrete slab demolition	03	0505.10	0060	0.19	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$51	\$8	1.16	\$60

MPA - University Ave Garage - 3 Year Escalation Option				Construction Raw Costs By Contractor Category			Sort Code	Matl & Rntl	Labor	Elect Matl/Rntl	Mech Matl/Rntl	Civil Matl/Rntl	Struct Matl/Rntl	Arch Matl/Rntl	Demo Matl/Rntl	Exp Matl/Rntl	Spec Matl/Rntl	Indirects Matl	Total Matl/Rntl	Quoted Equip
Design Classification: Conceptual Means Cost Data: 2020				Summary 1a: GC-1 General Contractor Raw Costs - Investment Work w/ Indirects			1	\$412,150	\$252,469	\$0	\$0	\$0	\$392,606	\$0	\$0	\$0	\$0	\$19,544	\$412,150	0.0%
Submittal Level/Date: - Lead Engineer: -				Summary 1a: GC-2 General Contractor Raw Costs - Expense Work			2	\$0	\$0	Elect Lbr	Mech Lbr	Civil Lbr	Struct Lbr	Arch Lbr	Demo Lbr	Expense Lbr	Specialty Lbr	Indirects Lbr	Total Labor	Rental Equip
Client Project No: - Estimator: JCS				Summary 2a: SC-3 Subcontractor(s) - Investment Work			3	\$0	\$0	\$0	\$0	\$0	\$182,225	\$0	\$0	\$0	\$0	\$70,244	\$252,469	\$23,849
A/E Project No: C191085.00 Reviewer: -				Summary 2a: SC-4 Subcontractor(s) - Expense Work			4	\$0	\$0	Total ELE	Total MEC	Total CIV	Total STR	Total ARC	Total DEM	Total EXP	Total SPE	Total IND	Total Raw Cost	Indirect Mhrs
EOPC Data Date: 28-Feb-20 Approver: -				Summary 3a: SP-5 Specialized Subcontractor - Specialty Serv - Investment Work			5	\$0	\$0	\$0	\$0	\$0	\$574,831	\$0	\$0	\$0	\$0	\$89,789	\$664,620	1,125.71
				Summary 3a: SP-6 Specialized Subcontractor - Specialty Serv - Expense Work			6	\$0	\$0	0.00	0.00	0.00	3473.72	0.00	0.00	0.00	0.00	0.00	< Manhours	Direct Fld Mhrs
				Capture Total for All M&L Costs w/ Missing Sort Code Above >>>				\$0	\$0	0.00%	0.00%	0.00%	86.49%	0.00%	0.00%	0.00%	0.00%	13.51%	< % of Project	3,473.72

Line No.	Source	Location, Drawing, Notation	GC SC SP	Sort Code	ELE-MEC-CIV-STR-ARC-DEM-EXP-SPE	Construction Activity Description	RSMeans References			Quantity	Unit of Measure	Labor Mhrs/Unit	Material Cost/Unit	Labor Cost/Unit	Equip Rental Cost/Unit	Total Adj Mat'l Costs	Total Adj Labor Costs	Total Adj Equip Rental	Total Mhrs @ 80% Efficient	Total Cost Mat'l, Labor, Equip Rental
							Div.	Section	Line No.											
120			GC	1	STR	Full depth concrete slab replacement around penetrations	00		Estm	0.19	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$556	\$120	\$0	2.31	\$676
121			GC	1	STR	Meter Socket Concrete Demo - 20 places	03	0505.10	0060	1.24	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$343	\$55	7.75	\$399
122			GC	1	STR	Full depth concrete slab replacement around meter sockets - 20 places	00		Estm	1.24	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$3,720	\$806	\$0	15.50	\$4,526
123			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	192.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$5,357	\$9,023	\$0	158.40	\$14,380
124			GC	1	STR	Slab Repair 1/8" crack, 12" deep	03	01.30.71	1450	55.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$141	\$279	\$0	5.71	\$419
125			GC	1	STR	Overhead partial depth concrete slab repair	00		Estm	9.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$540	\$75	\$7	1.64	\$622
126			GC	1	STR	Overhead Repair 1/8" crack, 12" deep	03	01.30.71	1450	10.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$26	\$51	\$0	1.04	\$76
127															\$0	\$0	\$0	0.00	\$0	
128			GC	1	STR	Slab - Level 4B									\$0	\$0	\$0	0.00	\$0	
129			GC	1	STR	Concrete slab demolition	03	0505.10	0060	0.12	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$34	\$5	0.77	\$40
130			GC	1	STR	Full depth concrete slab replacement around penetrations	00		Estm	0.12	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$370	\$80	\$0	1.54	\$451
131			GC	1	STR	Meter Socket Concrete Demo - 20 places	03	0505.10	0060	1.24	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$343	\$55	7.75	\$399
132			GC	1	STR	Full depth concrete slab replacement around meter sockets - 20 places	00		Estm	1.24	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$3,720	\$806	\$0	15.50	\$4,526
133			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	192.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$5,357	\$9,023	\$0	158.40	\$14,380
134			GC	1	STR	Slab Repair 1/8" crack, 12" deep	03	01.30.71	1450	165.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$422	\$837	\$0	17.12	\$1,258
135			GC	1	STR	Overhead partial depth concrete slab repair	00		Estm	1.0	SF	0.146	\$50.00	\$6.44	\$0.78	\$60	\$8	\$1	0.18	\$69
136			GC	1	STR	Overhead Repair 1/8" crack, 12" deep	03	01.30.71	1450	34.0	LF	0.083	\$2.13	\$3.90	\$0.00	\$87	\$172	\$0	3.53	\$259
137															\$0	\$0	\$0	0.00	\$0	
138			GC	1	STR	Slab - Level 4B Extension									\$0	\$0	\$0	0.00	\$0	
139			GC	1	STR	Concrete slab demolition	03	0505.10	0060	0.12	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$34	\$5	0.77	\$40
140			GC	1	STR	Full depth concrete slab replacement around penetrations	00		Estm	0.12	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$370	\$80	\$0	1.54	\$451
141			GC	1	STR	Meter Socket Concrete Demo - 8 places	03	0505.10	0060	0.50	CY	5.000	\$0.00	\$213.00	\$44.50	\$0	\$138	\$22	3.13	\$161
142			GC	1	STR	Full depth concrete slab replacement around meter sockets - 8 places	00		Estm	0.50	CY	10.000	\$2,500.00	\$500.00	\$0.00	\$1,500	\$325	\$0	6.25	\$1,825
143			GC	1	STR	Drill and dowel bars - 8 per opening (6 inch embedment)	03	21.11.60	2430	96.0	EA	0.660	\$23.25	\$36.15	\$0.00	\$2,678	\$4,512	\$0	79.20	\$7,190
144															\$0	\$0	\$0	0.00	\$0	
145			GC	1	STR	Guard Wire Repair									\$0	\$0	\$0	0.00	\$0	
146			GC	1	STR	Guard Wire replacement	05	15.16.50	0810	106.0	LF	0.069	\$6.67	\$4.08	\$0.00	\$848	\$562	\$0	9.18	\$1,410
147			GC	1	STR	Patching at Column Guard Wire Socket	32	06.10.10	0100	96.0	SF	0.146	\$18.20	\$6.44	\$0.78	\$2,097	\$804	\$75	17.52	\$2,975
148															\$0	\$0	\$0	0.00	\$0	
149			GC	1	STR	Masonry Walls									\$0	\$0	\$0	0.00	\$0	
150			GC	1	STR	Retaining wall crack joint sealant	04	01.20.41	0132	30.0	LF	0.050	\$2.98	\$2.60	\$0.00	\$107	\$101	\$0	1.88	\$209
151			GC	1	STR	Clean level 4 masonry - 636' x 4'	04	01.20.53	0280	2500.0	SF	0.048	\$0.29	\$2.27	\$0.00	\$870	\$7,378	\$0	150.00	\$8,248
152			GC	1	STR	Seal level 4 masonry - 636' x 4'	04	01.20.30	0300	2500.0	SF	0.042	\$0.23	\$2.19	\$0.00	\$690	\$7,118	\$0	131.25	\$7,808
153			GC	1	STR	Caulking at joint between slab and masonry wall	00	-	Estm	1215.0	LF	0.064	\$6.55	\$2.93	\$0.50	\$9,550	\$4,628	\$608	97.20	\$14,785
154			GC	1	STR	Caulking at Masonry Expansion joint	00	-	Estm	48.0	LF	0.064	\$6.55	\$2.93	\$0.50	\$377	\$183	\$24	3.84	\$584
155			GC	1	STR	Caulking around joint between column and slab	00	-	Estm	204.0	LF	0.064	\$6.55	\$2.93	\$0.50	\$1,603	\$777	\$102	16.32	\$2,482
156															\$0	\$0	\$0	0.00	\$0	
157			GC	1	STR	Chestnut St Stair Tower									\$0	\$0	\$0	0.00	\$0	
158			GC	1	STR	Chestnut St Stair Tower Beam Clean and Paint	09	97.13.23	6100+	30.0	SF	0.070	\$2.30	\$3.30	\$0.00	\$83	\$129	\$0	2.63	\$212
159															\$0	\$0	\$0	0.00	\$0	

Project Description: MPA - University Ave Garage - 5 Year Escalation Option
Design Classification: Conceptual
Submittal Level: -
Client Project No: -
A/E Project No: C191085.00

Data Date: 27-Feb-20
Lead Engineer: -
Estimator: JCS
Reviewer: -
Approver: -

SUMMARY

NO.	DESCRIPTION	PERCENTAGES *		CAPITAL (INVESTMENT) COSTS			OPERATING (EXPENSE) COSTS		
				MATERIAL	LABOR	TOTAL	MATERIAL	LABOR	TOTAL
A	GENERAL CONTRACTOR RAW COST (GC)			13,564	13,372		0	0	
a.1	Labor Efficiency Factor and Sales Tax (Material)	80.0%	6%	814	3,343		0	0	
a.2	Overhead and G & A		40%		6,686			0	
a.3	Material Handling and Shift Differential/Premium Time	0%	0%						
a.4	Subtotal			14,378	23,401	37,778	0	0	0
a.5	Profit		10%			3,778			0
a.6	Subtotal					41,556			0
a.7	General Contractor Mark-Up on Subs		10%			0			0
A. TOTAL						41,556			0
B	SUBCONTRACTOR RAW COST (SC)			0	0		0	0	
b.1	Labor Efficiency Factor and Sales Tax (Material)	80.0%	0%	0	0		0	0	
b.2	Subtotal					0			0
b.3	Overhead and G & A		40%		0			0	
b.4	Material Handling and Shift Differential/Premium Time	0%	0%						
b.5	Subtotal			0	0	0	0	0	0
b.6	Profit		10%			0			0
B. TOTAL						0			0
C	SPECIALIZED SUBCONTRACTOR RAW COST (SP)			0	0		0	0	
c.1	Labor Efficiency Factor and Sales Tax (Material)	80.0%	0%	0	0		0	0	
c.2	Subtotal					0			0
c.3	Overhead and G & A		40%		0			0	
c.4	Material Handling and Shift Differential/Premium Time	0%	0%						
c.5	Subtotal			0	0	0	0	0	0
c.6	Profit		10%			0			0
C. TOTAL						0			0
CONSTRUCTION SUBTOTAL						41,556			0
D	BOND		1.20%			499			0
E	ESCALATION (Total Percent and Cost thru Scheduled Contract Award Period)	5 Years	13.14%			5,526			0
F	CONTINGENCY		20%			9,516			0
COST ESTIMATE SUBTOTAL						57,097			0
G	COMMISSIONING SERVICES		0.00%			0			0
H	OWNER FURNISHED MAT'L / EQUIP					0			0
I	CLIENT ENGINEERING					0			0
J	A/E ENGINEERING		0%			0			0
COST ESTIMATE GRAND TOTAL						INVESTMENT TOTAL >	57,097	EXPENSE TOTAL >	0

Total Investment Cost: 57,100

Total Expense Cost: 0

Total Cost 57,000

MPA - University Ave Garage - 5 Year Escalation Option				Construction Raw Costs By Contractor Category			Sort Code	Matl & Rntl	Labor	Elect Matl/Rntl	Mech Matl/Rntl	Civil Matl/Rntl	Struct Matl/Rntl	Arch Matl/Rntl	Demo Matl/Rntl	Exp Matl/Rntl	Spec Matl/Rntl	Indirects Matl	Total Matl/Rntl	Quoted Equip
Design Classification: Conceptual Means Cost Data: 2020				Summary 1a: GC-1 General Contractor Raw Costs - Investment Work w/ Indirects			1	\$13,564	\$13,372	\$0	\$0	\$0	\$12,772	\$0	\$0	\$0	\$0	\$792	\$13,564	0.0%
Submittal Level/Date: - Lead Engineer: -				Summary 1a: GC-2 General Contractor Raw Costs - Expense Work			2	\$0	\$0	Elect Lbr	Mech Lbr	Civil Lbr	Struct Lbr	Arch Lbr	Demo Lbr	Expense Lbr	Specialty Lbr	Indirects Lbr	Total Labor	Rental Equip
Client Project No: - Estimator: JCS				Summary 2a: SC-3 Subcontractor(s) - Investment Work			3	\$0	\$0	\$0	\$0	\$0	\$10,525	\$0	\$0	\$0	\$0	\$2,847	\$13,372	\$1,166
A/E Project No: C191085.00 Reviewer: -				Summary 2a: SC-4 Subcontractor(s) - Expense Work			4	\$0	\$0	Total ELE	Total MEC	Total CIV	Total STR	Total ARC	Total DEM	Total EXP	Total SPE	Total IND	Total Raw Cost	Indirect Mhrs
EOPC Data Date: 27-Feb-20 Approver: -				Summary 3a: SP-5 Specialized Subcontractor - Specialty Serv - Investment Work			5	\$0	\$0	\$0	\$0	\$0	\$23,297	\$0	\$0	\$0	\$0	\$3,639	\$26,936	45.62
				Summary 3a: SP-6 Specialized Subcontractor - Specialty Serv - Expense Work			6	\$0	\$0	0.00	0.00	0.00	215.10	0.00	0.00	0.00	0.00	0.00	< Manhours	Direct Fld Mhrs
				Capture Total for All M&L Costs w/ Missing Sort Code Above >>>				\$0	\$0	0.00%	0.00%	0.00%	86.49%	0.00%	0.00%	0.00%	0.00%	13.51%	< % of Project	215.10

Line No.	Source	Location, Drawing, Notation	GC SC SP	Sort Code	ELE-MEC-CIV-STR-ARC-DEM-EXP-SPE	Construction Activity Description	RSMMeans References			Quantity	Unit of Measure	Labor Mhrs/Unit	Material Cost/Unit	Labor Cost/Unit	Equip Rental Cost/Unit	Total Adj Mat'l Costs	Total Adj Labor Costs	Total Adj Equip Rental	Total Mhrs @ 80% Efficient	Total Cost Mat'l, Labor, Equip Rental
							Div.	Section	Line No.											
1						Long Term Repairs									\$0	\$0	\$0	0.00	\$0	
2			GC	1	IND	Construction Indirect Costs: Mob/Demob, Trailers, Support Crafts and Supervision, Safety				1.0	23297	\$0	\$2,190	\$792.09	\$0	\$2,847	\$792	45.62	\$3,639	
3															\$0	\$0	\$0	0.00	\$0	
4			GC	1	STR	Masonry Repairs									\$0	\$0	\$0	0.00	\$0	
5			GC	1	STR	Repointing Masonry Parapet Walls	04	01.20.30	0300	1000.0	SF	0.042	\$0.23	\$2.19	\$0.00	\$276	\$2,847	\$0	52.50	\$3,123
6			GC	1	STR	Elevator Shaft/Elevator Machine Room Masonry Wall Demo - (18' + 18' + 8') x 11' height - Assume 25% replacement	04	05.05.10	0460	500.0	SF	0.020	\$0.00	\$0.84	\$0.00	\$0	\$546	\$0	12.50	\$546
7			GC	1	STR	Elevator Shaft/Elevator Machine Room Masonry Wall Replacement - (18' + 18' + 8') x 11' height - Assume 25% replacement	04	22.10.11	0350	500.0	SF	0.100	\$2.73	\$4.79	\$0.00	\$1,638	\$3,114	\$0	62.50	\$4,752
8															\$0	\$0	\$0	0.00	\$0	
9			GC	1	STR	Beam Repairs									\$0	\$0	\$0	0.00	\$0	
10			GC	1	STR	Beam Impact Repair - 2 Beams	32	06.10.10	0100	40.0	SF	0.292	\$36.40	\$12.88	\$1.56	\$1,747	\$670	\$62	14.60	\$2,479
11			GC	1	STR	Beam Deterioration Repair - Assume 10 beams	32	06.10.10	0100	200.0	SF	0.292	\$36.40	\$12.88	\$1.56	\$8,736	\$3,349	\$312	73.00	\$12,397
12															\$0	\$0	\$0	0.00	\$0	
13															\$0	\$0	\$0	0.00	\$0	
14															\$0	\$0	\$0	0.00	\$0	
15															\$0	\$0	\$0	0.00	\$0	
16															\$0	\$0	\$0	0.00	\$0	
17															\$0	\$0	\$0	0.00	\$0	
18															\$0	\$0	\$0	0.00	\$0	
19															\$0	\$0	\$0	0.00	\$0	
20															\$0	\$0	\$0	0.00	\$0	
21															\$0	\$0	\$0	0.00	\$0	
22															\$0	\$0	\$0	0.00	\$0	
23															\$0	\$0	\$0	0.00	\$0	
24															\$0	\$0	\$0	0.00	\$0	
25															\$0	\$0	\$0	0.00	\$0	
26															\$0	\$0	\$0	0.00	\$0	
27															\$0	\$0	\$0	0.00	\$0	
28															\$0	\$0	\$0	0.00	\$0	
29															\$0	\$0	\$0	0.00	\$0	
30															\$0	\$0	\$0	0.00	\$0	
31															\$0	\$0	\$0	0.00	\$0	
32															\$0	\$0	\$0	0.00	\$0	
33															\$0	\$0	\$0	0.00	\$0	
34															\$0	\$0	\$0	0.00	\$0	
35															\$0	\$0	\$0	0.00	\$0	
36															\$0	\$0	\$0	0.00	\$0	
37															\$0	\$0	\$0	0.00	\$0	
38															\$0	\$0	\$0	0.00	\$0	
39															\$0	\$0	\$0	0.00	\$0	
40															\$0	\$0	\$0	0.00	\$0	



KONE People Flow - Solution for You

- Eco-efficient
- Reliable
- Attractive



02/25/2020

City of Morgantown
389 Spruce St.
Morgantown, PA 26505

KONE Inc.
Elevators & Escalators

RE: Wharf Street Parking Garage
Elevator Modernization

6670 W. Snowville Road, Ste. 7
Brecksville, Ohio, 44141
Mobile 440-558-7108
Work 440-546-1100 Ext. 202
dan.baylor@kone.com
www.kone.us

Dear Rick Whisler,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of \$107,980.00 (incl. use tax):

1340 University Ave.
Morgantown, West Virginia 26505

In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience! Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B".

Should you have any questions or require additional information, please feel to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,

A handwritten signature in black ink that reads "D. Baylor".

Dan Baylor
Sr Sales Consultant
KONE Inc.

1 Solution Specification

Technical Equipment Data

Serial number	FE0850
Address	1340 University Ave., Morgantown WV
Rated load	2500 lbs
Rated speed	100 fpm
Travel height	41 ft 1 in
Number of floors	5

2 DETAILED SPECIFICATION

Door Panels	New car door panel shall be UL fire rated 1 1/2 hour.
Number of floors served	5
Car Panel Finishing Material	New car door panel(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door Type	Single Speed Side Opening
Door Width (Inches)	42
Door Height (Inches)	84
Qty of sets of Car door panel (per car)	1

ReNova Door

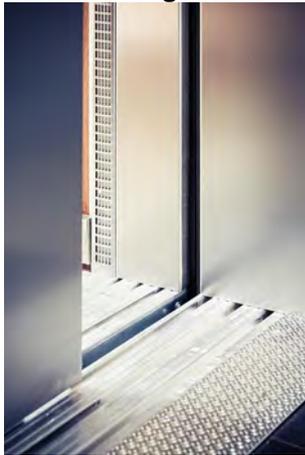


A closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.

Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

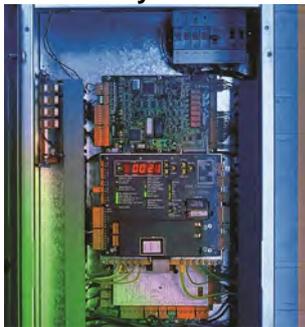
Number of car entrances	Front Opening Only
Number of front openings	5
Door Type	Single Speed Side Opening

Curtain of Light



The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

KCM831 Hydraulic Controller



KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.

Elevator Group Size	Simplex
Travel (in)	493
Rated Speed (fpm)	100
Hoistway NEMA Rating	Hoistway rating is NEMA 1.
Machine Room NEMA Rating	Machine room rating is NEMA 1.
Power Supply Voltage	208
Pit depth (in)	48
Overhead height (in)	156
Machine Room Duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes)
Motor Starts per Hour	80 Standard
Signalization Type	Serial
COP quantity	1
Hoistway Duct	KONE will remove all existing wiring, conduit and duct from the

	hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes)
New Minimum Fuse Size	125
Field Pipe & Accessories	New field pipe and or accessories shall be provided as required.
Rated Load (lb)	2500
Field Pipe Accessories Make	Victaulic
Field Pipe Length (in)	240
Field Pipe Size	2"
Mainline Shutoff Valves	Two automatic safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.
Qty of couplings	8
Qty of elbows	3
Hydraulic Power Unit	A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.
	Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.
	An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.
	An automatic Safety Valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.
	Two (2) manual shut off valves will also be provided.
Existing Motor Size (hp)	30
New Motor Size	30
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Empty Car Weight [lbs]	3000
Field Pipe Length (in)	240
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load Class	Passenger
Car Top Handrail	A top of car handrail will be provided as required by code.

Layout Type Required An engineered machine room layout will be provided for informational purposes only.

Tank Heater A tank heater will be provided to keep the temperature of the oil at a proper operating level.

KSS ReVive 140 Signalization



KONE vandal resistant signalization shall be provided. KONE KSS 140 is an impact, scratch, burn and splash resistant signalization that is easy to clean. The attractive textured face plate conceals scratches, helping to maintain an aesthetically pleasing outlook.

Car Operating Panel: Provide vandal resistant car operating panel with all push buttons, key switches, and message indicators for elevator operation.

Fixture finish to be: Scottish Quad Textured Stainless Steel. Panel shall contain a bank of round, mechanical, illuminated buttons marked to correspond to landings served, emergency call button, door open button, door close button, and key switches for lights, inspection, and exhaust fan. Buttons have amber illumination and shall be flat flush targets. All buttons to have raised text and Braille marking on left hand side. The car operating display panel shall be amber DOT-matrix. All texts, when illuminated, shall be amber.

Emergency Two Way Communication Device: An Emergency Two Way Communication device shall be furnished in the car-operating panel.

Necessary wires for the device shall be included and connected to the car traveling cable. Provide ADA compliant communication device. Communications equipment and connections to the building service system shall be furnished and installed by others. Hall call signalization shall be provided at each landing. Fixtures shall be provided with illuminated, buttons as required. The face plate shall have a Scottish Quad Textured Stainless Steel finish. A fire service key switch shall be provided per code requirements.

Code year	2002
Car fixture material	Car fixture material finish will be #4 Stainless Steel, 304.
COP quantity	1
COP Service Cabinet	Yes
Hall fixture material	Hall fixture material finish will be #4 Stainless Steel, 304.
Qty of New Hall Station	5
Qty of car direction lanterns	1
Fire keyswitch type	FEO-K1 National Code
Fire warning sign	Yes
Qty Hoistway Access Switch	2
Layout Drawings	Machine Room Only Mechanical Layout Drawing



Project notes Pricing is based on elevator work only.

Handover date Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 8-10 weeks from order receipt, deposit and approval of drawings.

Downtime period 5-6 weeks per unit

Price Overview

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.

Total Sales Price (incl. use tax) \$109,400.00

Maintenance Existing maintenance contract will be put on hold during work and continue once elevator has been turned over for use.

Component Overview

Equipment number

- Door Panel(s)
- ReNova Door Equipment
- Curtain of Light
- KCM831 Controller
- Field Pipe & Accessories
- Power unit
- KSS 140 Fixtures

Sales price \$ 109,400.00

Total Sales Price, incl. use tax \$ 109,400.00



3 Tender Approval

Receiver:
KONE Inc.
Dan Baylor
6670 W. Snowville Road, Ste. 7
Brecksville, Ohio, 44141
dan.baylor@kone.com

Sender:
Rick Whisler
CITY OF MORGANTOWN
WHARF STREET
Morgantown, WV 26501

Submitted by:

Dan Baylor
Sr Sales Consultant
00/25/2020

We accept the offer constituted by this proposal (total sales price of \$109,400.00, incl. use tax) and agree to the conditions contained therein.

Approved by KONE Corporate Officer

Approved by Purchaser

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Company Name:

Date:

Clarifications

- Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments. (See Attachment “A” and “B”)
- All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser’s responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
- The existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
- Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades’ failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
- No costs for preventive maintenance services are included in this capital improvement pricing.
- The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
- In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
- Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser’s approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
- Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE’s work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE’s scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE’s work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer’s sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE’s work.
- Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
- For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.



Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

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

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, based on benchmarks as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE's scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements ("Site Requirements"), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE's materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. KONE's site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE's site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE's work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE's standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store the Equipment at Customer's cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization.

KONE shall not be required to perform overtime or any Customer directed change to its work ("Extra Work") without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE's right to seek payment for Extra Work performed. KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, theft or vandalism, Customer shall compensate KONE for said damages. Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE's works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punchlist. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of government, strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12. IDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs or copies of its insurance policies. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by an Owner/Contractor Controlled Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory. The limitation set forth in this section shall not, however, apply to any (i) indemnification obligations for third-party Claims; or (ii) breach by either party of any confidentiality obligations.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Bid Attachment "B" / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others ("Work by Other Trades") that may be required in conjunction with the elevator modernization performed by KONE (the "Work"). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others.

Purchaser shall provide the following unless specifically included in KONE's Work:

Electrical

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified
- If required by building code, standby/emergency power , sufficiently sized to provide power of permanent characteristics to each elevator's disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

Machine Room

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7'-0".
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

Hoistway

- A code-compliant hoistway, constructed in accordance with KONE's requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4".
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42" above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.).
- Elevator hoistway ventilation to the outside atmosphere as required by building code

Fire Service

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12" of each sprinkler head.

Access Integration/Security

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

Counterweighting

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

RK1 Fuses and Circuit Breakers

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

General

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.

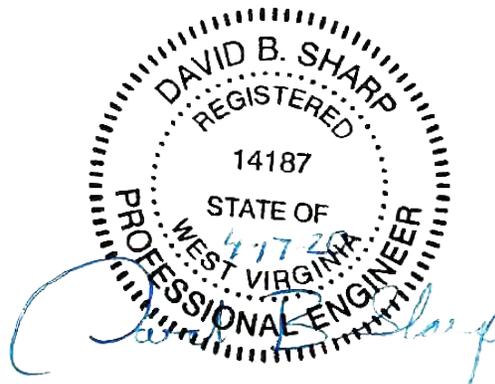
BID TABULATION
Armory Lot Retaining Wall
 BID CALL 2020-10
Morgantown Parking Authority
 300 Spruce Street, Morgantown, West Virginia 26505
Bid Opening: April 9, 2020, 8:00 AM

COMPANY NAME	CONTACT	EMAIL	TOTAL BID
Orders Construction Company, Inc.	Jamie Dorsey	jamied@ordersconstruction.com	\$311,539.00
Anderson Excavating LLC	Steven Jeffries	sjeffries@andersonexcavating.com	\$252,190.00
Bear Contracting LLC	Mark D. Urso	URSO@bear-contracting.com	\$225,000.00
Laurita, Inc.	Ott Meale	ott@laurita.com	\$225,000.00
Landscapes Plus, LLC	Nathan Wolfe	landscapesplusllc@yahoo.com	\$198,975.00
Mountaineer Contractors, Inc.	Jason Workman	jason.workman@mciwv.com	\$198,280.00
Green River Group, LLC	Steve Calvert	scalvert@greenrivergroupllc.com	\$158,488.00
Costabile Construction, Inc.	Dan Costabile	costabileconstruction@hotmail.com	\$132,000.00
Piedmont Services LLC	Monte Piccolomini	montep@piedmontservicesllc.com	\$114,343.00
Blue Gold Development LLC	Andrew Furbee	afurbee@bluegolddevelopmentllc.com	\$114,210.00
Parrotta Paving Company, Inc.	Jason Verno	jverno@parrottapaving.com	\$107,000.00

Bids Certified Correct and Complete:

Potesta & Associates, Inc.
 125 Lakeview Drive
 Morgantown, West Virginia 26508
 Phone: (304) 225-2245

DBS/tak



THE CITY OF MORGANTOWN

AN ORDINANCE AUTHORIZING THE RENOVATION AND IMPROVEMENT OF EXISTING MOTOR VEHICLE PARKING FACILITIES, AND FINANCING OF THE COSTS THEREOF NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF PARKING SYSTEM REVENUE BONDS, SERIES 2021, OF THE CITY OF MORGANTOWN IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,250,000; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, A BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ENACTING OTHER PROVISIONS WITH RESPECT THERETO.

WHEREAS, The City of Morgantown (the “Issuer” or the “City”) presently owns and/or operates through the Morgantown Parking Authority (the “Authority”) certain on-street and off-street public motor vehicle parking facilities within the City consisting of parking lots, buildings, ramps, curb-line parking meters and other facilities necessary, appropriate, useful, convenient or incidental to the regulation and control and parking of motor vehicles (the “System”);

WHEREAS, the Issuer has heretofore financed the design, acquisition and construction of the System and certain additions, betterments and improvements thereto through the issuance of bonds or refunding bonds, of which there are presently outstanding the Issuer’s Parking System Refunding Revenue Bonds, Series 2012, dated December 20, 2012, originally issued in the aggregate principal amount of \$3,534,000, of which approximately \$431,920 is presently outstanding (the “Series 2012 Bonds”) pursuant to a Bond Ordinance enacted by the City Council of the Issuer on July 3, 2012, as supplemented (the “Prior Ordinance”);

WHEREAS, the Issuer has determined that the System is not adequate to serve the present and future anticipated needs of the City, and it is therefore deemed necessary and desirable for the health, welfare and safety of the inhabitants of the City that renovations and improvements be made to existing motor vehicle parking facilities of the Issuer consisting generally of structural repairs to and elevator replacement in the existing multilevel parking building located between University Avenue and Chestnut Street and replacement of a retaining wall in the existing surface parking lot known as the “Armory Lot” located adjacent to 300 Spruce Street (collectively, the “Project”);

WHEREAS, under the provisions of Chapter 8, Article 16 of the Code of West Virginia, 1931, as amended (the “Act”), the Issuer is authorized and empowered to issue revenue

bonds to finance all or a portion of the costs of renovation and improvement of existing public works, including motor vehicle parking facilities;

WHEREAS, the Issuer has determined and hereby determines that it would therefore be to the benefit of the Issuer and its residents to design, acquire, construct and equip the Project with proceeds of the issuance of the Issuer's Parking System Revenue Bonds, Series 2021, in the original aggregate principal amount of not more than \$3,250,000 (the "Series 2021 Bonds" and together with the Series 2012 Bonds and any Additional Bonds hereafter issued, the "Bonds"), such Series 2021 Bonds to be secured by and payable from the Net Revenues (as hereinafter defined) of the System;

WHEREAS, the Original Purchaser and the terms, conditions and provisions of the Series 2021 Bonds shall be approved by the Issuer pursuant to a resolution of the Issuer which is supplemental to this Resolution (the "Supplemental Resolution");

WHEREAS, the Series 2021 Bonds will be issued on a parity with the Series 2012 Bonds and any Additional Bonds (as hereinafter defined) with respect to their lien on and security interest in the Net Revenues of the System, and the Series 2021 Bonds shall contain such other terms and provisions as are hereinafter provided, all in the manner set forth herein; and

WHEREAS, the Issuer has determined and hereby determines that it is in the best interests of the residents of the City that its Series 2021 Bonds be sold to the Original Purchaser (as hereinafter defined) thereof pursuant to the terms and provisions of a bond purchase agreement (the "Bond Purchase Agreement") between the Issuer and the Original Purchaser.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MORGANTOWN HEREBY ORDAINS:

ARTICLE I

DEFINITIONS, STATUTORY AUTHORITY AND FINDINGS

Section 1.01. Definitions. All capitalized terms used in this Ordinance and not otherwise defined in the recitals hereto shall have the meanings specified below, unless the context expressly requires otherwise:

“Act” means Chapter 8, Article 16 of the West Virginia Code of 1931, as amended and in effect on the date of delivery of the Series 2021 Bonds.

“Additional Bonds” means bonds which may be subsequently issued by the Issuer on a parity with respect to lien on and source of and security for payment from the Net Revenues of the System with the Series 2012 Bonds, the Series 2021 Bonds and any bonds subsequently issued on a parity therewith, subject to the conditions and restrictions set forth in Section 7.08 of the Prior Ordinance and Section 7.08 hereof.

“Authority” means the Morgantown Parking Authority and any successor to its functions.

“Authorized Officer” means the Mayor or City Manager of the City of Morgantown or any other officer of such City specifically designated by ordinance or resolution of the Council of the City as such.

“Bond Commission” means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia which succeeds to the functions of the Bond Commission.

“Bond Counsel” means an attorney or firm of attorneys nationally recognized as expert in matters relating to the issuance of tax-exempt bonds, and initially means Steptoe & Johnson PLLC, Bridgeport, West Virginia.

“Bondholder,” “Registered Owner,” “Holder of the Bonds” or any similar term means any person who shall be the registered owner of any outstanding Bond or Bonds.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the Issuer and the Original Purchaser, and agreed to by the Authority, relating to the sale and purchase of the Series 2021 Bonds.

“Bond Register” means the books of the Issuer maintained by the Registrar for the purpose of registering Bonds and the transfer of Bonds.

“Bonds” means, collectively, the Series 2012 Bonds, the Series 2021 Bonds and any Additional Bonds hereafter issued within the terms, restrictions and conditions contained herein.

“Bond Year” means the Fiscal Year, except that the first Bond Year shall begin on the Closing Date.

“Business Day” means any day other than a Saturday, Sunday or a day on which national banking associations or West Virginia banking corporations are authorized by law to remain closed.

“Certificate of Authentication and Registration” means the Certificate of Authentication and Registration on the Series 2021 Bonds, in substantially the form set forth in EXHIBIT A - BOND FORM hereto.

“City” or “Issuer” means The City of Morgantown, a municipal corporation of the State of West Virginia, in Monongalia County thereof, and, where appropriate, the Council, the Authority and any successor thereto.

“City Clerk” or “Clerk” means the City Clerk of the Issuer duly appointed and serving from time to time.

“City Manager” means the City Manager of the Issuer duly appointed and serving from time to time.

“Closing Date” means the date upon which there is an exchange of the Series 2021 Bonds for the proceeds representing the original purchase price or the initial advance thereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and Regulations thereunder.

“Construction Fund” means the Construction Fund created pursuant to Section 5.01 hereof.

“Consulting Engineers” means any qualified engineer or engineers or firm or firms of engineers that shall at any time now or hereafter be retained by the Issuer as Consulting Engineers for the System, or portion thereof.

“Costs” or similar terms means all those costs now or hereafter permitted by the Act to be financed with bonds issued pursuant hereto, including, without limitation, the costs of design, acquisition, construction and equipping of the Project (including reimbursement to the Issuer or the Authority for such costs previously paid), interest accruing or to accrue thereon, funding of a debt service reserve fund and/or a renewal and replacement fund, expenses for fiscal or other agents, legal expenses and any other costs or expenses necessary, incidental, desirable or convenient to the issuance of the Series 2021 Bonds and the design, acquisition, construction and equipping of the Project.

“Costs of Issuance Fund” means the Costs of Issuance Fund created pursuant to Section 5.01 hereof.

“Council” means the City Council of the Issuer or any other governing body of the Issuer that succeeds to the functions of the Council as presently constituted.

“County” means the County of Monongalia, State of West Virginia.

“Debt Service” means the scheduled amount of interest and amortization of principal payable on the Series 2021 Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period, assuming for purposes of any coverage requirement, that the interest rate on the Series 2021 Bonds is equal to the Initial Rate.

“Defeasance Obligations” means Government Obligations.

“Depository Bank” means the bank or national banking association, eligible under the laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC to be named in the Supplemental Resolution or that may hereafter be appointed by the Issuer as Depository Bank.

“Determination of Taxability” means the interest on the Series 2021 Bonds in whole or in part is included in the gross income of a holder (or former holder) for federal income tax purposes for any reason, the determination of which is manifested by (a) a statutory Notice of Deficiency (90-day letter) from the Internal Revenue Service proposing to include such interest in the income of a holder (or former holder), or (b) delivery to the Registrar or Issuer of an opinion of Bond Counsel acceptable to the Registrar to the effect that (i) as a result of a change in the federal tax laws after the date of the issuance of the Series 2021 Bonds such interest on obligations of the general character of the Series 2021 Bonds will be included in whole or in part in the gross income of the holders thereof (for the purposes of this paragraph, such interest becomes subject to federal income taxation when the President of the United States of America signs such legislation) or (ii) that for any other reason, interest on the Series 2021 Bonds, in whole or in part, is included in the gross income of a holder or former holder of the Series 2021 Bonds; provided, however, no Determination of Taxability shall be deemed to exist if the Issuer shall, within 30 days after such assertion of taxability, cause to be delivered to the Registrar an unqualified opinion of Bond Counsel reasonably acceptable to the holder or former holder to the effect that interest on the Series 2021 Bonds has been and continues to be excludable from gross income for federal income tax purposes, then such holder or former holder shall at the expense of the Issuer contest such assertion of taxability by appropriate administrative proceedings through the Internal Revenue Service Appeals Office, whose determination as to taxability shall be final and binding and upon such determination by the Internal Revenue Service Appeals Office a Determination of Taxability shall be deemed to exist. In any such contest the holder or former holder shall cooperate with the Issuer and toward that end shall (a) give prompt notice of any such assertion and (b) permit the Issuer or its representatives to meet with the representatives of the holder or former holder dealing with the Internal Revenue Service to discuss the issues involved.

“Event of Default” means any occurrence or event specified in Section 8.01 hereof.

“FDIC” means the Federal Deposit Insurance Corporation or any successor to the functions of the FDIC.

“Fiscal Year” means each 12-month period beginning on July 1 and ending on the succeeding June 30.

“Government Obligations” means direct and general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury), for the payment of which the full faith and credit of the United States of America is pledged.

“Gross Revenues” means the aggregate gross operating and non-operating revenues of the System, including all revenues, fees and fines derived from all on-street metered parking spaces and all off-street metered or unmetered parking lots, parking garages and other off-street public parking facilities owned, leased or otherwise operated by or for the City or the Authority, now existing or hereafter acquired, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that “Gross Revenues” does not include the revenues derived from any gains from the sale or other disposition of, or from any increase in the value of, capital assets or any fee or charge levied and collected for the furnishing by the Issuer of miscellaneous services.

“Independent Accountant” means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of the System, or for any other purpose except keeping the accounts of such System in the normal operation of its business and affairs.

“Initial Rate” means the rate of interest on the Series 2021 Bonds determined to be applicable on the Closing Date.

“Investment Property” means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract, investment type property or residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes other than specified private activity bonds as defined in Section 57(a)(5)(C) of the Code.

“Maximum Annual Debt Service” means, at the time of computation, the greatest amount of Debt Service required to be paid on the Series 2021 Bonds for the then current or any succeeding Fiscal Year, assuming that the interest rate on the Series 2021 Bonds is equal to the Initial Rate.

“Mayor” means the Mayor of the Issuer.

“Net Proceeds” means the face amount of the Series 2021 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds deposited in the Series 2021 Bonds Reserve Account, if any. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from investment of proceeds of the Series 2021 Bonds, without regard to whether or not such investment is made in tax exempt obligations.

“Net Revenues” means Gross Revenues less Operating Expenses, as hereinafter defined.

“Nonpurpose Investment” means any Investment Property which is acquired with the gross proceeds of the Bonds and is not acquired in order to carry out the governmental purpose of the Series 2021 Bonds.

“Operating Expenses,” unless qualified, means the current expenses, paid or accrued, of repair, operation and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses (other than those capitalized as part of the costs of any project relating to the acquisition or construction of additions, betterments or improvements for the System), supplies, labor, wages, the cost of materials and supplies used for current operations, fees and expenses of fiscal agents and of the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that “Operating Expenses” does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of or any decrease in the value of capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

“Ordinance” regardless of whether preceded by the article “the” or “this,” means this Ordinance, as it may hereafter from time to time be amended or supplemented, by ordinance or by resolution.

“Original Purchaser” or “Purchaser” means the bank or banks or such other entity or entities as shall purchase the Series 2021 Bonds directly from the Issuer, as designated by the Supplemental Resolution.

“Outstanding,” when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being delivered except (a) any Bond for the payment of which moneys, equal to its principal amount, with interest to the date of maturity, shall be held in trust under this Ordinance and set aside for such payment (whether upon or prior to maturity); and (b) any Bond deemed to have been paid as provided in Article X hereof.

“Paying Agent” means the Bond Commission, or its successor.

“Person” means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, a government body, any other political subdivision, municipality or any other group or entity.

“Private Business Use” means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

“Prior Ordinance” means the ordinance of the Issuer authorizing the issuance of the Series 2012 Bonds.

“Qualified Investments” means and includes any investment permitted to be made by a municipality or public corporation of the State pursuant to State Law, specifically including, but not limited to, Chapter 8, Article 13, Section 22 of the Code of West Virginia, and the West Virginia “consolidated fund” managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the Code of West Virginia.

“Rebate Fund” means the Rebate Fund created by Section 5.01 hereof.

“Record Date” means the day of the month which shall be so stated in the Series 2021 Bonds, regardless of whether such day is a Saturday, Sunday or legal holiday.

“Redemption Date” means the date fixed for prepayment or redemption of any of the Series 2021 Bonds subject to prepayment or redemption in any notice of prepayment or redemption published or mailed in accordance herewith.

“Redemption Price” means the price at which the Series 2021 Bonds may be called for redemption and includes the principal amount of the Bonds to be redeemed, plus the premium, if any, required to be paid to affect such redemption.

“Registrar” or “Bond Registrar” means the bank so designated as registrar for the Series 2021 Bonds by the Supplemental Resolution.

“Regulations” means temporary and permanent regulations promulgated under the Code.

“Renewal and Replacement Fund” means the Renewal and Replacement Fund created pursuant to Section 5.01 of the Prior Ordinance and continued hereby.

“Reserve Requirement” means an amount equal to the lesser of (i) 10% of the original principal amount of the Series 2021 Bonds, (ii) Maximum Annual Debt Service at the time of original issuance of the Series 2021 Bonds, or (iii) 125% of average annual Debt Service at the time of original issuance of the Series 2021 Bonds.

“Revenue Fund” means the Revenue Fund created by Section 5.01 of the Prior Ordinance and continued hereby.

“Series 2012 Bonds” means the Issuer’s Parking System Refunding Revenue Bonds, Series 2012, dated December 20, 2012, originally issued in the aggregate principal amount of \$3,534,000 pursuant to the Prior Ordinance.

“Series 2012 Bonds Redemption Account” means the Redemption Account created by Section 5.02 of the Prior Ordinance and continued hereby as the Series 2012 Bonds Redemption Account.

“Series 2012 Bonds Sinking Fund” means the Sinking Fund created by Section 5.02 of the Prior Ordinance and continued hereby as the Series 2012 Bonds Sinking Fund.

“Series 2021 Bonds” means the Parking System Revenue Bonds, Series 2021, of the Issuer, authorized to be issued in the aggregate principal amount of not more than \$3,250,000 pursuant to this Ordinance and the Supplemental Resolution.

“Series 2021 Bonds Reserve Account” means the Series 2021 Bonds Reserve Account authorized to be created, if required, pursuant to Section 5.02 hereof.

“Series 2021 Bonds Sinking Fund” means the Sinking Fund created by Section 5.02 hereof.

“State” means the State of West Virginia.

“Supplemental Resolution” means, collectively, any ordinance or resolution amendatory hereof or supplemental hereto and, when preceded by the article “the,” refers specifically to the Supplemental Parameters Resolution or Supplemental Resolutions to be adopted by the Issuer following enactment of this Ordinance, setting forth the final amounts, maturities, interest rates, redemption provisions and other terms of the Series 2021 Bonds and authorizing the sale of the Series 2021 Bonds to the Original Purchaser; provided, that any provision intended to be included in a Supplemental Resolution and not so included may be contained in any other Supplemental Resolution.

“Surplus Revenues” means the Net Revenues not required by the Prior Ordinance or this Ordinance to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, the funds and accounts established for the Bonds.

“System” means the complete properties, facilities and equipment owned, leased or operated by the Issuer or the Authority, available for the purpose of providing on-street and off-street public motor vehicle parking spaces and facilities within the boundaries of the City, in its entirety or any integral part thereof, and shall include the existing on-street metered parking spaces and off-street motor vehicle parking facilities of the Issuer, and any further additions,

betterments and improvements thereto hereafter constructed or acquired for said System from any sources whatsoever.

“Term Bonds” means Series 2021 Bonds subject to mandatory sinking fund redemption, as described by Section 3.06 hereof.

Additional terms and phrases are defined in this Ordinance as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

Words importing singular number include the plural number in each case and vice versa; words importing the masculine gender include every other gender; and words importing persons include firms, partnerships, associations and corporations.

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Ordinance; and the term “hereafter” means after the date of enactment of this Ordinance.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

Section 1.02. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of the Act and other applicable provisions of the law.

Section 1.03. Findings. It is hereby found, determined and declared as follows:

A. The Issuer is a municipal corporation of the State of West Virginia, in Monongalia County of said State.

B. The Issuer now owns and operates, through the Authority, the System, the acquisition and construction of which has been financed or refinanced pursuant to the issuance of bonds or refunding bonds.

C. The System is not adequate to serve the present and future anticipated needs of the City.

D. It is deemed necessary for the Issuer to issue its Parking System Revenue Bonds, Series 2021, in the original aggregate principal amount of not more than \$3,250,000, in order to finance the design, acquisition, construction and equipping of the Project. The proceeds of the Series 2021 Bonds may also be applied to funding the Series 2021 Bonds Reserve Account, if any; legal expenses; expenses for estimates of costs and revenues; administrative expense; commitment fees; premiums for municipal bond insurance, reserve account insurance or reserve account surety bonds; letter of credit fees; discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2021 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; and the performance of the things herein required or permitted, in connection with any thereof,

provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2021 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall also be permitted.

E. It is in the best interest of the Issuer that the Series 2021 Bonds be sold to the Original Purchaser pursuant to the terms and provisions of a Bond Purchase Agreement to be entered into by and between the Issuer and the Original Purchaser, and agreed to by the Authority, as shall be approved by the Supplemental Resolution of the Issuer.

F. There are or will be outstanding obligations of the Issuer which will rank on a parity with the Series 2021 Bonds as to liens, pledge, source of and security for payment from the Net Revenues of the System, being the Issuer's Series 2012 Bonds and any hereafter issued Additional Bonds, as provided in this Ordinance.

Prior to the issuance of the Series 2021 Bonds, the Issuer will obtain a written statement of an Independent Accountant stating that the coverage and parity tests of the Series 2012 Bonds are met.

Other than the Series 2012 Bonds, there are no other presently outstanding bonds or obligations of the Issuer which are secured by Net Revenues of the System. The Issuer is in compliance with all the covenants of the Series 2012 Bonds and the Prior Ordinance.

G. The Issuer intends to issue the Series 2021 Bonds and to pledge for payment thereof, the Net Revenues of the System.

H. The period of usefulness of the System is not less than 25 years.

I. The estimated revenues to be derived in each year after the date hereof from the operation of the System will be sufficient to provide for the repair, maintenance and operation of the System, the payment of the principal of and interest on all Bonds issued hereunder and all payments into the Series 2021 Bonds Sinking Fund and the Renewal and Replacement Fund, as hereinafter provided, and to make all other payments provided for in this Ordinance.

J. It is in the best interest of the Issuer, and the residents thereof, that the Issuer issue the Series 2021 Bonds and secure the Series 2021 Bonds by a pledge of the Net Revenues derived from the operation of the System, and all the moneys in the Series 2021 Bonds Sinking Fund as further set forth herein.

K. The Series 2021 Bonds and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the forms set forth in EXHIBIT A - BOND FORM attached hereto and incorporated herein by reference, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance, the Supplemental Resolution or as deemed necessary by the Registrar or the Issuer.

L. All things necessary to make the Series 2021 Bonds, when authenticated by the Registrar and issued as in this Ordinance provided, the valid, binding and legal special obligations of the Issuer according to the import thereof, to validly pledge those funds pledged

hereby to the payment of the principal of and interest on the Series 2021 Bonds, and to comply with the provisions imposed by the Act upon the issuance of the Series 2021 Bonds have been timely met, done and duly performed.

M. The enactment of this Ordinance, and the execution and issuance of the Series 2021 Bonds, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the Issuer or the Authority is a party or by which either may be bound or affected.

Section 1.04. Ordinance Constitutes Contract. In consideration of the acceptance of the Series 2021 Bonds by those who shall own or hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holders of any and all of such Series 2021 Bonds, all of which shall be of equal rank and without preference, priority or distinction between any one Series 2021 Bond and any other Series 2021 Bond, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

ARTICLE II

AUTHORIZATION OF DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT

Section 2.01. Authorization of Design, Acquisition, Construction and Equipping of Project. There are hereby authorized (i) the design, acquisition, construction and equipping of the Project, at an estimated cost of approximately \$2,216,400, in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications shall be maintained at the Clerk's office and available for public inspection during normal office hours, and (ii) the expenditure of proceeds of the Series 2021 Bonds to pay the Costs thereof and to pay costs of issuance of the Series 2021 Bonds and related costs, including funding the Series 2021 Bonds Reserve Account, if required. The Issuer has completed the design, has received bids and will enter into contracts for the acquisition, construction and equipping of the Project following the date of issuance of the Series 2021 Bonds.

ARTICLE III

THE SERIES 2021 BONDS

Section 3.01. Form and Payment of Bonds. No Series 2021 Bond shall be issued pursuant to this Ordinance except as provided in this Article III. Any Series 2021 Bonds issued pursuant to this Ordinance may be issued only as fully registered Series 2021 Bonds without coupons, in the denomination of \$100,000 and any increment of \$0.01 in excess thereof for any year of maturity (or such other denominations as may be set forth in the Supplemental Resolution). All Series 2021 Bonds shall be dated as of the date provided in the Bond Purchase Agreement applicable to such series. All Series 2021 Bonds shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2021 Bonds has been paid, from the date thereof; provided however, that, if, as shown by the records of the Registrar, interest on such Series 2021 Bonds shall be in default, Series 2021 Bonds issued in exchange for Series 2021 Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2021 Bonds surrendered.

The principal of and interest on the Series 2021 Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America. Such payments of principal and interest on the Series 2021 Bonds shall be paid by check or draft of the Paying Agent made payable and mailed to the Registered Owner thereof at its address as it appears in the Bond Register at the close of business on the Record Date, or, if requested, in the case of a Registered Owner of \$1,000,000 or more of the Series 2021 Bonds, by wire transfer to a domestic bank account specified in writing at least 5 days prior to such interest payment date by such Registered Owner; provided, however, that the final payment of the principal of and interest on the Series 2021 Bonds shall be made by the Paying Agent to such Registered Owner upon presentation of such Series 2021 Bonds to the Paying Agent for cancellation or destruction.

In the event any Series 2021 Bond is redeemed in part, such bond shall be surrendered to and canceled by the Registrar, and the Issuer shall execute, and the Registrar shall authenticate and deliver to the Registered Owner thereof, another Series 2021 Bond in the principal amount of said Series 2021 Bond then Outstanding.

Section 3.02. Execution of Bonds. The Series 2021 Bonds shall be executed in the name of the Issuer by the Mayor and City Manager, by his or her manual or facsimile signatures, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Clerk by his or her manual or facsimile signature; provided, that, all such signatures and the seal may be by facsimile. In case any one or more of the officers who shall have signed or sealed any of the Series 2021 Bonds shall cease to be such officer of the Issuer before the Series 2021 Bonds so signed and sealed have been actually sold and delivered, such Series 2021 Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2021 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Series 2021

Bonds shall hold the proper office in the Issuer, although at the date of such Series 2021 Bonds such person may not have held such office or may not have been so authorized.

Section 3.03. Authentication and Registration. No Series 2021 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until the Certificate of Authentication and Registration on such Series 2021 Bond, substantially in the form set forth in EXHIBIT A – BOND FORM attached hereto and incorporated herein by reference with respect to such respective Series 2021 Bond, shall have been duly manually executed by the Registrar. Any such manually executed Certificate of Authentication and Registration upon any such Series 2021 Bond shall be conclusive evidence that such Series 2021 Bond has been authenticated, registered and delivered under this Ordinance. The Certificate of Authentication and Registration on any Series 2021 Bond shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2021 Bonds issued hereunder.

Section 3.04. Negotiability and Registration. Subject to the requirements for transfer set forth below, the Series 2021 Bonds shall be, and have all of the qualities and incidents of, negotiable instruments under the Uniform Commercial Code of the State, and each successive Registered Owner, in accepting any of said Series 2021 Bonds, shall be conclusively deemed to have agreed that such Series 2021 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder shall further be conclusively deemed to have agreed that said Series 2021 Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Series 2021 Bonds remain Outstanding, the Registrar shall keep and maintain books for the registration and transfer of the Series 2021 Bonds. The Series 2021 Bonds shall be transferable only by transfer of registration upon the Bond Register by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of a Series 2021 Bond, there shall be issued at the option of the Holder or the transferee another Series 2021 Bond or Bonds of the aggregate principal amount equal to the unpaid amount of the transferred Series 2021 Bond and of the same series, interest rate and maturity of said transferred Series 2021 Bond.

Upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or his attorney or legal representative duly authorized in writing, Series 2021 Bonds may at the option of the Holder thereof be exchanged for an equal aggregate principal amount of Series 2021 Bonds of the same series, maturity and interest rate, in any authorized denominations.

In all cases in which the privilege of transferring or exchanging a Series 2021 Bond is exercised, Series 2021 Bonds shall be delivered in accordance with the provisions of this Ordinance. All Series 2021 Bonds surrendered in any such transfer or exchange shall forthwith be canceled by the Registrar. Transfers of Series 2021 Bonds, the initial exchange of Series 2021

Bonds and exchanges of such Series 2021 Bonds in the event of partial redemption of fully registered Series 2021 Bonds shall be made by the Registrar without charge to the Holder or the transferee thereof, except as provided below. For other exchanges of Series 2021 Bonds, the Registrar may impose a service charge. For every such transfer or exchange of such Series 2021 Bonds, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such tax or governmental charge, and such service charge for exchange other than the initial exchange or in the event of partial redemption, shall be paid by the person requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Series 2021 Bonds that have been called for redemption.

Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2021 Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may execute, in its discretion, and the Registrar shall authenticate, register and deliver any new Series 2021 Bond of like series, maturity and principal amount as the Series 2021 Bond so mutilated, destroyed, stolen or lost, in exchange and upon surrender and cancellation of, such mutilated Series 2021 Bond, or in lieu of and substitution for the Series 2021 Bond so destroyed, stolen or lost, and upon the Registered Owner furnishing the Issuer and the Registrar proof of his ownership thereof and that said Series 2021 Bond has been destroyed, stolen or lost and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer or the Registrar may incur. The name of the Registered Owner listed in the Bond Register shall constitute proof of ownership. All Series 2021 Bonds so surrendered shall be submitted to and canceled by the Registrar, and evidence of such cancellation shall be given to the Issuer. If such Series 2021 Bond shall have matured or be about to mature, instead of issuing a substitute Series 2021 Bond the Issuer, by and through the Registrar, may pay the same, upon being indemnified as aforesaid, and, if such Series 2021 Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2021 Bonds issued pursuant to this section shall constitute original, additional contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Series 2021 Bonds be at any time found by any one, and such duplicate Series 2021 Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of and security for payment from the revenues pledged herein with all other Series 2021 Bonds issued hereunder.

Section 3.06. Term Bonds. In the event Term Bonds are issued as part of the Series 2021 Bonds issued pursuant to this Ordinance, the following provisions shall apply:

A. The amounts to be deposited, apportioned and set apart by the Issuer from the Revenue Fund and into the Series 2021 Bonds Redemption Account in accordance with Subsection 5.03(A)(3) shall include (after credit as provided below) on the first of each month, beginning on the first day of that month which is 13 months prior to the first mandatory redemption date of said Term Bonds, a sum equal to 1/12th of the amount required to redeem the principal amount of such Term Bonds which are to be redeemed as of the next ensuing mandatory

redemption date, which amounts and dates, if any, with respect to the Series 2021 Bonds shall be set forth in the Bond Purchase Agreement relating thereto.

B. At its option, to be exercised on or before the 60th day next preceding any such mandatory redemption date, the Issuer may (a) deliver to the Registrar for cancellation such Term Bonds in any aggregate principal amount desired or (b) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which prior to said date have been redeemed (otherwise than pursuant to this section) and canceled by the Registrar and not theretofore applied as a credit against any such mandatory redemption obligation. Each Term Bond so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory redemption date, and Term Bonds delivered in excess of such mandatory redemption obligation shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

C. The Issuer shall on or before the 60th day next preceding each mandatory redemption date furnish the Registrar and the Bond Commission with its certificate indicating whether and to what extent the provisions of (a) and (b) of the preceding paragraph are to be utilized with respect to such mandatory redemption payment and stating, in the case of the credit provided for in (b) of the preceding paragraph, that such credit has not theretofore been applied against any mandatory redemption obligation.

D. After said 60th day but prior to the date on which the Registrar selects the Term Bonds to be redeemed, the Bond Commission may use the moneys in the Series 2021 Bonds Redemption Account to purchase Term Bonds at a price less than the par value thereof and accrued interest thereon. The Bond Commission shall advise the Issuer and the Registrar of any Term Bonds so purchased, and they shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory redemption date, and any excess shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

E. The Registrar shall call for redemption, in the manner provided herein, an aggregate principal amount of such Term Bonds, at the principal amount thereof plus interest accrued to the redemption date (interest to be paid from the Sinking Fund), as will exhaust as nearly as practicable such Series 2021 Bonds Redemption Account payment designated to be made in accordance with paragraph (A) of this section. Such redemption shall be by random selection made on the 45th day preceding the mandatory redemption date, in such manner as may be determined by the Registrar. For purposes of this section, "Term Bonds" shall include any portion of a fully registered Term Bond, in integrals of \$5,000.

Section 3.07. Notice of Redemption. Unless waived by any Registered Owner of the Series 2021 Bonds to be redeemed, official notice of any redemption shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption

to the applicable bond insurer, if any, and the Registered Owner of the Series 2021 Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

- (1) The Redemption Date,
- (2) The Redemption Price,
- (3) If less than all outstanding Series 2021 Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Series 2021 Bonds to be redeemed,
- (4) That on the Redemption Date the Redemption Price and interest accrued will become due and payable upon each such Series 2021 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) The place where such Series 2021 Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Registrar.

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all the Series 2021 Bonds or portions of such Series 2021 Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Series 2021 Bonds or portions of such Series 2021 Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2021 Bonds or portions of such Series 2021 Bonds shall cease to bear interest. Upon surrender of such Series 2021 Bonds for redemption in accordance with said notice, such Series 2021 Bonds shall be paid by the Registrar at the Redemption Price. Installments of principal and/or interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Series 2021 Bond, there shall be prepared for the registered owner a new Series 2021 Bond or Bonds of the same maturity in the amount of the unpaid principal; provided, that any partial redemption shall at all times have an authorized denomination of the Series 2021 Bonds outstanding. All Series 2021 Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of Series 2021 Bonds, and failure to mail such notice shall not affect the validity of proceedings for the redemption of any portion of Series 2021 Bonds for which there was no such failure.

Section 3.08. Persons Treated as Owners. The Issuer, the Registrar and any agent of the Issuer or the Registrar may treat the person in whose name any Series 2021 Bond is

registered as the owner of such Series 2021 Bond for the purpose of receiving payment of the principal of, and interest on, such Series 2021 Bond and for all other purposes, whether or not such Series 2021 Bond is overdue.

Section 3.09. Temporary Bonds. Until Series 2021 Bonds in definitive form are ready for delivery, the Issuer may execute and the Registrar shall authenticate, register, if applicable, and deliver, subject to the same provisions, limitations and conditions set forth in this Article III, one or more printed, lithographed or typewritten Series 2021 Bonds in temporary form, substantially in the form of the definitive Series 2021 Bonds, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Series 2021 Bonds in definitive form, such Series 2021 Bonds in temporary form shall be entitled to the lien and benefit created under this Ordinance. Upon the presentation and surrender of any Series 2021 Bond in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Registrar, and the Registrar shall authenticate, register, if applicable, and deliver, in exchange therefore, a Series 2021 Bond or Bonds in definitive form. Such exchange shall be made by the Registrar without making any charge therefore to the Holder of such Series 2021 Bond in temporary form.

Section 3.10. Authorization of Bonds. For the purposes of financing the costs of the design, acquisition, construction and equipping of the Project, funding the Series 2021 Bonds Reserve Account, if any, and paying costs of issuance of the Series 2021 Bonds and related costs, there shall be issued the Series 2021 Bonds of the Issuer, in an aggregate principal amount of not more than \$3,250,000. The Series 2021 Bonds shall be designated “The City of Morgantown (West Virginia) Parking System Revenue Bonds, Series 2021” and shall be issued in fully registered form, in denominations of \$100,000 or any increment of \$0.01 in excess thereof for any year of maturity (or such other denominations as may be set forth in the Supplemental Resolution), not exceeding the aggregate principal amount of Series 2021 Bonds maturing in the year of maturity for which the denomination is to be specified. The Series 2021 Bonds shall be numbered from R-1 consecutively upward. The Series 2021 Bonds shall be dated; shall be in such aggregate principal amount; shall bear interest at such rate or rates, not exceeding the then legally permissible rate, payable on such dates; shall mature on such dates not exceeding twenty (20) years from the issuance thereof and in such amounts; shall be subject to such scheduled principal payment and/or mandatory and optional redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Resolution.

Section 3.11. [Reserved.]

Section 3.12. Delivery of Bonds. The Issuer shall execute and deliver the Series 2021 Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2021 Bonds to the Original Purchaser upon receipt of the documents set forth below:

- (1) A list of the names in which the Series 2021 Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;

(2) A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Bonds to the Original Purchaser;

(3) Copies of this Ordinance and the Supplemental Resolution certified by the Clerk;

(4) The unqualified approving opinion of Bond Counsel regarding the Bonds; and

(5) A copy of such other documents and certificates as the Original Purchaser may reasonably require.

Section 3.13. Form of Bonds. The definitive Series 2021 Bonds shall be in substantially the form set forth in EXHIBIT A - BOND FORM attached hereto and incorporated herein by reference, with such necessary and appropriate omissions, insertions and variations as are approved by those officers executing such Series 2021 Bonds on behalf of the Issuer and execution thereof by such officers shall constitute conclusive evidence of such approval.

Section 3.14. Disposition of Proceeds of Bonds. Upon the issuance and delivery of the Series 2021 Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

1. All interest accrued on Series 2021 Bonds, if any, from the date thereof to the date of delivery thereof shall be deposited in the Series 2021 Bonds Sinking Fund and applied to payment of interest on the Series 2021 Bonds at the first interest payment date.

2. An amount of the proceeds of the Series 2021 Bonds equal to the amount, if any, set forth in the Supplemental Resolution shall be remitted to the Bond Commission for deposit in the Series 2021 Bonds Reserve Account.

3. An amount of Series 2021 Bond proceeds which, together with other monies or securities deposited therein, shall be equal to the Costs of issuance of the Series 2021 Bonds shall be deposited with the Depository Bank in the Costs of Issuance Fund established in Section 5.01 hereof and shall be drawn out, used and applied by the Issuer solely to pay costs of issuance of the Series 2021 Bonds at the written direction of the Issuer. Monies not to be applied immediately to pay such Costs of issuance may be invested in accordance with this Ordinance, subject however, to applicable yield restrictions as may be in effect under the Code. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to such purpose within 90 days following the Closing Date for the Series 2021 Bonds, such unapplied proceeds shall be transferred by the Issuer to the Series 2021 Bonds Sinking Fund established in Section 5.01 hereof and applied to the next ensuing payment of debt service (first to interest and then to principal) on the Series 2021 Bonds. All such proceeds shall constitute a trust fund for such purposes, and there hereby is created a lien upon such monies until so applied in favor of the Holders of the Series 2021 Bonds from which such proceeds are derived.

4. The balance of the proceeds of the Series 2021 Bonds shall be deposited with the Depository Bank in the Construction Fund established in Section 5.01 hereof and shall be drawn out, used and applied by the Issuer solely to pay Costs of the design, acquisition, construction and equipping of the Project (including reimbursement to the Issuer or the Authority for amounts previously paid for such purposes) at the written direction of the Issuer. Moneys not to be applied immediately to pay such Costs may be invested in accordance with this Ordinance, subject however, to applicable yield restrictions as may be in effect under the Code. All such proceeds shall constitute a trust fund for such purposes, and there hereby is created a lien upon such monies until so applied in favor of the Holders of the Series 2021 Bonds from which such proceeds are derived. In the event moneys remain in the Construction Fund following the final disbursement for Costs of the design, acquisition, construction and equipping of the Project, such moneys shall be transferred to the Series 2021 Bonds Sinking Fund established in Section 5.01 hereof and applied to the next ensuing payment of debt service (first to interest and then to principal) on the Series 2021 Bonds.

ARTICLE IV

[Reserved]

ARTICLE V

SYSTEM REVENUES; FUNDS AND ACCOUNTS

Section 5.01. Establishment of Funds and Accounts with Depository Bank.

Pursuant to this Article V, the following special funds are created with (or continued if previously established by the Prior Ordinance), and shall be held by, the Depository Bank, segregated from all other funds and accounts of the Depository Bank or the Issuer and from each other, (except as set forth in this Section 5.01) and used solely for the purposes provided herein:

- (1) Revenue Fund (established by Prior Ordinance);
- (2) Renewal and Replacement Fund (established by Prior Ordinance);
- (3) Cost of Issuance Fund;
- (4) Construction Fund; and
- (5) Rebate Fund.

Section 5.02. Establishment of Funds and Accounts with Bond Commission.

The following special funds and accounts are hereby created (or continued if previously established by the Prior Ordinance) with, and shall be held by, the Bond Commission, separate and apart from all other funds and accounts of the Bond Commission or the Issuer and from each other:

- (1) Series 2012 Bonds Sinking Fund (established by Prior Ordinance as Sinking Fund and continued hereby);
- (2) Within the Series 2012 Bonds Sinking Fund, the Series 2012 Bonds Redemption Account (established by Prior Ordinance as Redemption Account and continued hereby);
- (3) Series 2021 Bonds Sinking Fund; and
- (4) Within the Series 2021 Bonds Sinking Fund, the Series 2021 Bonds Reserve Account, if required, and Series 2021 Bonds Redemption Account.

Section 5.03. System Revenues and Application Thereof. So long as any of the Series 2021 Bonds shall be Outstanding and unpaid, the Issuer covenants as follows:

A. The Gross Revenues shall be deposited by the Issuer in the Revenue Fund. The Revenue Fund shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided. All Gross

Revenues at any time remaining on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The Issuer shall first, each month, pay from the Revenue Fund the current Operating Expenses of the System.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Bond Commission (i) for deposit in the Series 2012 Bonds Sinking Fund the amounts required by the Prior Ordinance to pay the interest on the Series 2012 Bonds; and (ii) commencing 7 months prior to the first interest payment date of the Series 2021 Bonds, for deposit in the Series 2021 Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on the Series 2021 Bonds on the next ensuing semiannual interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2021 Bonds Sinking Fund and the next ensuing semiannual interest payment date is more or less than 7 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date; provided further that, the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2021 Bonds Sinking Fund shall be reduced by the amount of accrued interest, if any, on the Series 2021 Bonds deposited therein, and subsequent amounts required to be transferred from the Revenue Fund and deposited in the Series 2021 Bonds Sinking Fund shall be reduced by the amount of any earnings credited to the Series 2021 Bonds Sinking Fund.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Bond Commission (i) for deposit in the Series 2012 Bonds Sinking Fund the amounts required by the Prior Ordinance to pay the principal of the Series 2012 Bonds; and (ii) commencing 13 months prior to the first principal payment date or mandatory Redemption Date of the Series 2021 Bonds, for deposit in the Series 2021 Bonds Sinking Fund and in the Series 2021 Bonds Redemption Account therein in the case of the Term Bonds which are to be redeemed, a sum equal to 1/12th of the amount (or 1/6th of the amount if the Series 2021 Bonds mature semiannually rather than annually) of principal which will mature or be redeemed and become due on the Series 2021 Bonds on the next ensuing principal payment date or mandatory Redemption Date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2021 Bonds Sinking Fund and the next ensuing principal payment date or

mandatory Redemption Date is more or less than 13 months (or 7 months if the Series 2021 Bonds mature semiannually rather than annually), then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing principal payment date or mandatory Redemption Date, the required amount of principal coming due on such date, and provided further, that the amount of such deposits shall be reduced by the amount of any earnings credited to the Series 2021 Bonds Sinking Fund and not previously credited pursuant to the preceding paragraph.

Moneys in the Series 2021 Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2021 Bonds, whether by maturity or redemption prior to maturity. Moneys on deposit in the Series 2021 Bonds Reserve Account, if any, shall be used only for the purpose of paying principal of and interest on the Series 2021 Bonds when the funds on deposit in the Series 2021 Bonds Sinking Fund are insufficient therefore, and for no other purpose. Pending such use, such moneys shall be invested in accordance with Article VI.

The Issuer shall not be required to make any further payments into the Series 2021 Bonds Sinking Fund when the aggregate amount of funds therein, including the Series 2021 Bonds Reserve Account, if any, therein, is at least equal to the aggregate principal amount of Series 2021 Bonds then Outstanding, plus the amount of interest due or thereafter to become due on such Series 2021 Bonds then Outstanding.

As and when Additional Bonds ranking on a parity with the Bonds are issued, provision shall be made for additional deposits into the respective Sinking Funds sufficient to pay the interest on such Additional Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve account in an amount equal to the requirement thereof.

The payments into the Series 2021 Bonds Sinking Fund shall be made on the first day of each month, except that, when the first day of any month shall be a Saturday, Sunday or legal holiday, then such payments shall be made on the next succeeding Business Day, and all such payments shall be remitted to the Bond Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Ordinance.

(4) If the Series 2021 Bonds Reserve Account is created for the Series 2021 Bonds, the Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Bond Commission commencing 13 months prior to the first date of payment of principal of the Series 2021 Bonds, if not fully funded upon issuance of the Series 2021 Bonds, for deposit in the Series 2021 Bonds Reserve Account, an amount equal to 1/120th of the Reserve Requirement; provided that, no further payments shall be made into the Series 2021 Bonds Reserve Account when there shall have been deposited therein, and

as long as there shall remain on deposit therein, an amount equal to the Reserve Requirement, and thereafter the Issuer shall deposit in the Series 2021 Bonds Reserve Account, an amount sufficient to remedy any decrease in value of the Series 2021 Bonds Reserve Account below the Reserve Requirement or any withdrawal from the Series 2021 Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2021 Bonds Reserve Account results in a determination that the amount of moneys and the value of the Qualified Investments deposited to the credit of the Series 2021 Bonds Reserve Account is less than the Reserve Requirement, or (b) any amount is withdrawn from the Series 2021 Bonds Reserve Account for deposit into the Series 2021 Bonds Sinking Fund. To the extent Net Revenues and any other legally available funds are available therefore, the amount so deposited shall be used to restore the amount of moneys on deposit in the Series 2021 Bonds Reserve Account to an amount equal to the Reserve Requirement to the full extent that such Net Revenues are available; provided however, that if the shortfall in the Series 2021 Bonds Reserve Account is due to a decrease in value of investments therein, such shortfall shall be replenished by not less than 6 equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2021 Bonds Reserve Account, such shortfall shall be replenished by not less than 12 equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2021 Bonds Reserve Account whenever and as long as the amount on deposit therein shall be equal to the Reserve Requirement.

If the Series 2021 Bonds Reserve Account is created for the Series 2021 Bonds, amounts in the Series 2021 Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the Series 2021 Bonds when due, when amounts in the Series 2021 Bonds Sinking Fund are insufficient therefore and for no other purpose.

(5) The Issuer shall next, on the first day of each month, transfer from the monies remaining in the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Series 2021 Bonds Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VI hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, or improvements or extensions to the System; provided, that any deficiency in the Series 2021 Bonds Reserve Account, if any, except to the extent such deficiency exists because

the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof, shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(6) The Issuer may next, each month, after making the above required transfers of moneys from the Revenue Fund, apply any remaining revenues (“Surplus Revenues”) for any lawful purpose of the System.

B. The Bond Commission is hereby designated as the fiscal agent for the administration of the Series 2021 Bonds Sinking Fund created hereunder, and all amounts required for the Series 2021 Bonds Sinking Fund shall be remitted to the Bond Commission from the Revenue Fund and from the proceeds of the sale of the Series 2021 Bonds by the Issuer at the times provided herein. All remittances made by the Issuer to the Bond Commission shall clearly identify the fund or account into which each amount is to be deposited. Notwithstanding the foregoing, however, the Bond Commission shall deposit all remittances in the fund or account in the priority established by this Ordinance.

C. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section, and the Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

D. Principal and interest payments, and any payments made for the purpose of funding the Series 2021 Bonds Reserve Account, if any, shall be made on a parity basis and pro-rata, with respect to the Bonds and any Additional Bonds hereinafter issued, in accordance with the respective principal amounts of each such series of Bonds then Outstanding, if less than the full amount required hereby.

E. The Gross Revenues of the System shall only be used for purposes of the System.

ARTICLE VI

INVESTMENTS AND NON-ARBITRAGE; REBATES

Section 6.01. Investments. The Issuer shall invest and reinvest, and shall instruct the Bond Commission and the Depository Bank to invest and reinvest, any moneys held as a part of the funds and accounts created by this Ordinance in Qualified Investments to the fullest extent possible under applicable laws, this Ordinance, the need for such moneys for the purposes set forth herein and the specific restrictions and provisions set forth in this section.

Except as provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The Issuer shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Issuer may make any and all investments permitted by this section through the bond department of the Depository Bank. The Depository Bank shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The following specific provisions shall apply with respect to any investments made under this section:

(A) Qualified Investments acquired for the Renewal and Replacement Fund or any Series 2021 Bonds Reserve Account shall mature or be subject to retirement at the option of the holder within not more than 3 years from the date of such investment.

(B) The Issuer shall, or shall cause the Bond Commission to, semiannually transfer from the Series 2021 Bonds Reserve Account, if any, to the Series 2021 Bonds Sinking Fund any earnings on the moneys deposited therein and any other funds in excess of the applicable Reserve Requirement; provided, however, that there shall at all times remain on deposit in the Series 2021 Bonds Reserve Account an amount at least equal to the applicable Reserve Requirement.

(C) In computing the amount in any fund or account, Qualified Investments shall be valued at the lower of the cost or the market price thereof, exclusive of accrued interest. Valuation of all funds and accounts shall occur annually, except in the event of a withdrawal from any Series 2021 Bonds Reserve Account, whereupon it shall be valued immediately after such withdrawal. If amounts on deposit in the Series 2021 Bonds Reserve Account, if any, shall, at any time, be less than the applicable Reserve Requirement, the applicable bond insurer, if any, shall be notified immediately of such deficiency, and such deficiency shall be made up from the first available Net Revenues after required deposits to the Series 2012 Bonds Sinking Fund and otherwise in accordance with Section 5.03A(4).

(D) All amounts representing accrued interest shall be held by the Bond Commission, pledged solely to the payment of interest on the Bonds and invested only in

Government Obligations maturing at such times and in such amounts as are necessary to match the interest payments to which they are pledged.

(E) Notwithstanding the foregoing, all moneys deposited in the Series 2012 Bonds Sinking Fund may be invested by the Bond Commission in the West Virginia “consolidated fund” managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the Code of West Virginia, 1931, as amended.

Section 6.02. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Series 2021 Bonds in such manner and to such extent as may be necessary, so that such Series 2021 Bonds will not constitute “arbitrage bonds” under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to such Series 2021 Bonds) so that the interest on the Series 2021 Bonds will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 6.03. Tax Certificate, Rebates, and Rebate Fund. The Issuer shall deliver a certificate of arbitrage, a tax certificate or other similar certificate to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2021 Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2021 Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Ordinance.

The Issuer shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the Issuer or the Authority shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be from time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available therefore. The Issuer at its

expense, may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer may deem appropriate in order to assure compliance with this Section 6.03. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 6.03 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

ARTICLE VII

GENERAL COVENANTS AND PROVISIONS

Section 7.01. Covenants Binding and Irrevocable. All the covenants, agreements and provisions of this Ordinance shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2021 Bonds, as prescribed by Article VII. In addition to the other covenants, agreements and provisions of this Ordinance, the Issuer hereby covenants and agrees with the Holders of the Series 2021 Bonds, as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2021 Bonds, or the interest thereon, are Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2021 Bonds shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, nor a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer or the Authority, but shall be payable solely from the Net Revenues of the System. No Holder or Holders of any Series 2021 Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2021 Bonds or the interest thereon.

Section 7.03. Bonds Secured by Parity Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of all of the Series 2021 Bonds issued hereunder shall be secured forthwith equally and ratably by a first lien on the Net Revenues derived from the ownership or operation of the System, on a parity with the lien on the Net Revenues in favor of the Holders of the Series 2012 Bonds. The payment of the debt service on the Series 2021 Bonds shall also be secured by the monies in the Series 2021 Bonds Sinking Fund, including the Series 2021 Bonds Reserve Account therein, if any. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Series 2012 Bonds and the Series 2021 Bonds herein authorized, and all other payments provided for in this Ordinance, and all monies and securities in the Series 2021 Bonds Sinking Fund, including the Series 2021 Bonds Reserve Account therein, are hereby irrevocably pledged in the manner provided in this Ordinance to the payment of the principal of and interest on the Series 2012 Bonds and the Series 2021 Bonds herein authorized as the same become due and for the other purposes provided in this Ordinance.

Section 7.04. Rates. Prior to the issuance of the Series 2021 Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Clerk of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous

performance of this covenant with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule or schedules of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System, (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the Maximum Annual Debt Service on the Bonds. All such rates and charges, if not paid when due, shall constitute a lien upon the premises served by the System.

The Issuer hereby covenants to commence enactment of such ordinance or ordinances as shall be required to increase the rates and charges for the services and facilities of the System within 30 days following a determination of the Independent Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

Section 7.05. Operation and Maintenance. The Issuer will maintain the System in good condition and will operate the same as a revenue-producing enterprise in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof from the Gross Revenues of said System in the manner provided in this Ordinance.

Section 7.06. Sale of the System; Removal of Parking Spaces. A. The System may be sold, mortgaged, leased or otherwise disposed of only as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to defease the pledge created by this Ordinance as provided by Section 11.01. The proceeds from such sale, mortgage, lease or other disposition of the System shall be immediately remitted to the Paying Agent for payment of the Bonds. Any balance remaining after such payment shall be remitted to the Issuer by the Paying Agent unless necessary for the payment of other obligations of the Issuer payable out of the Net Revenues of the System.

B. The foregoing provision notwithstanding, the Issuer or the Authority shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor is not in excess of \$50,000, the Issuer or the Authority shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Revenue Fund. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of \$50,000 but not in excess of \$200,000, the Issuer shall first, in writing, determine with the written approval of the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of \$50,000 and not in excess of \$200,000, shall be deposited by the Issuer into

the Renewal and Replacement Fund. Such payments of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds by other provisions of this Ordinance.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom shall be in excess of \$200,000 and insufficient to defease the pledge created by this Ordinance, as provided by Section 10.01, without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of 60% in amount of Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

C. The Issuer or the Authority may at any time cease operation of any portion of the System and discontinue its use for public parking purposes, provided however, that if during any Fiscal Year, more than 200 parking spaces are discontinued or otherwise removed from the System, the Issuer shall first obtain from an Independent Accountant a certification to the effect that following such discontinuance or removal, the Net Revenues of the System shall be not less than 120% of Maximum Annual Debt Service.

Section 7.07. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. The Issuer shall not issue any other obligations whatsoever, except Additional Bonds provided for in Section 7.08 hereof, payable from the Gross Revenues or Net Revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from the Net Revenues with the Bonds; and all obligations hereafter issued by the Issuer payable from the Gross Revenues or Net Revenues of the System, except such Additional Bonds, shall contain an express statement that such obligations are junior and subordinate as to lien on and source of and security for payment from such Gross Revenues or Net Revenues and in all other respects to the Bonds.

The Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or, except with respect to such Additional Bonds, being on a parity with the lien of the Bonds, and the interest thereon, upon any of the income and Revenues of the System pledged for payment of the Bonds and the interest thereon in this Ordinance or upon the System or any part thereof.

Section 7.08. Additional Bonds. No Additional Bonds, as in this section defined, payable out of the Gross Revenues or Net Revenues of the System shall be issued after the issuance of any Bonds pursuant to this Ordinance, except under the conditions and in the manner herein provided.

No such Additional Bonds shall be issued except for the purpose of financing the costs of the construction of additions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds issued for the System, to pay claims which may exist against the revenues or facilities of the System or any combination of such purposes.

No such Additional Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Clerk of the Issuer a written statement by an Independent Accountant, reciting the conclusion that the Net Revenues actually derived from the System during any 12 consecutive months in the 18 months immediately preceding the date of the actual issuance of such Additional Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such parity Bonds, if any, shall not be less than 115% of the Maximum Annual Debt Service on the following:

- (1) The Series 2021 Bonds then Outstanding;
- (2) The Series 2012 Bonds then Outstanding;
- (3) Any Additional Bonds theretofore issued pursuant to the provisions contained in this Ordinance then Outstanding; and
- (4) The Additional Bonds then proposed to be issued.

Notwithstanding the foregoing, the Issuer shall be permitted to issue bonds which refund any Outstanding Bonds or any Additional Bonds hereafter issued if, prior to the issuance of such refunding bonds, the Issuer shall have filed with the Clerk: (i) a verification report of the Independent Accountants concluding that present value debt service savings shall be realized by the Issuer as a result of such refunding, after taking into account all costs of issuance of such refunding bonds, and (ii) a certificate of the Independent Accountants reciting the conclusion that the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the issuance of such refunding bonds shall not be less than 115% of the Maximum Annual Debt Service on the following:

- (1) The Series 2021 Bonds then Outstanding;
- (2) The Series 2012 Bonds then Outstanding;
- (3) Any Additional Bonds theretofore issued pursuant to the provisions contained in this Ordinance which shall be Outstanding following such refunding; and
- (4) The refunding bonds then proposed to be issued as Additional Bonds.

The “estimated average increased annual Net Revenues to be received in each of the 3 succeeding years” as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Additional Bonds any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the date of delivery of such Additional Bonds, and shall not exceed the amount to be stated in the aforementioned certificate of Independent Accountants, which shall be filed in the office of the Clerk of the Issuer prior to the issuance of such Additional Bonds.

The Net Revenues actually derived from the System during the 12-consecutive month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Accountants, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to issuance of such Additional Bonds.

The term “Additional Bonds,” as used in this section, shall be deemed to mean additional bonds issued in compliance with the provisions and within the limitations of this section, payable from the Net Revenues of the System on a parity with the Bonds, and all the covenants and other provisions of this Ordinance (except as to details of such Additional Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Additional Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. All such Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Net Revenues of the System, and their source of and security for payment from said Net Revenues, without preference of any bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Ordinance required for and on account of such Additional Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Ordinance.

The term “Additional Bonds,” as used in this section, shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien on the Net Revenues of the System of which is subject to the prior and superior lien of the Bonds on such Net Revenues. Any such subordinate bonds, notes, certificates or other obligations shall be payable from the Net Revenues remaining after all payments required to be made pursuant to the Prior Ordinance and this Ordinance have first been paid. The Issuer shall not issue any obligations whatsoever payable from the Gross Revenues or Net Revenues of the System, or any part thereof, which rank prior to or equally, as to lien and source of and security for payment from such Gross Revenues or Net Revenues, with the Bonds except in the manner and under the conditions provided in this section.

No Additional Bonds, as in this section defined, shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Ordinance on account of the Bonds then Outstanding, if any (excluding the Renewal and Replacement Fund), and any other payments provided for in this Ordinance shall have been made in full as required to the date of delivery of the Additional Bonds.

Section 7.09. Insurance and Bonds. The Issuer hereby covenants and agrees, that so long as the Bonds remain Outstanding, the Issuer or the Authority will, as an Operating Expense, procure, carry and maintain insurance and bonds and worker’s compensation coverage with a reputable insurance carrier or carriers or bonding company or companies covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the greater of the fair appraised value or the original cost thereof. In the

time of war the Issuer will also carry and maintain insurance to the extent available against risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged and destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund.

B. PUBLIC LIABILITY INSURANCE, with limits of not less than \$1,000,000 per occurrence to protect the Issuer from claims for bodily injury and/or death and not less than \$500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

C. WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Issuer and such payment bonds will be filed with the Clerk of the County in which such work is to be performed prior to commencement of construction of any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

D. FLOOD INSURANCE, to extent available at reasonable cost to the Issuer.

E. BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

F. FIDELITY BONDS will be provided as to every officer and employee of the Issuer or the Authority having custody of the revenues or of any other funds of the System, in an amount at least equal to the total funds in the custody of any such person at any one time.

Section 7.10. No Free Services to be Rendered to the Authority or Issuer. Neither the Issuer nor the Authority will render or cause to be rendered any free services of any nature by the System; and, in the event the Authority, the Issuer or any department, agency, instrumentality, officer or employee thereof shall avail themselves of the facilities or services provided by the System or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Authority, the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Authority or the Issuer shall transfer from its general funds sufficient sums to pay such charges for service to any of its departments or properties. The revenues so received shall be deemed to be revenues derived from the operation of the System and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.11. Enforcement of Collections. The Issuer or the Authority will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State of West Virginia.

Section 7.12. Books and Records. The Authority will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Authority or the City, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds shall have the right at all reasonable times to inspect the System, and all parts thereof, and all records, accounts and data of the Authority relating thereto.

The Issuer or the Authority shall also, at least once a year, cause the books, records and accounts of the System to be completely audited by an Independent Accountant, shall mail upon request, and make available generally, the report of said Independent Accountant, or a summary thereof, to any Holder or Holders of Bonds issued pursuant to this Ordinance.

Section 7.13. Operating Budget. The Authority shall annually, at least 30 days preceding the beginning of each Fiscal Year, or at such earlier date required by the charter of the Issuer, prepare and adopt by resolution a detailed budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year. The Authority shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to any Bondholder and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Bondholder or anyone acting for and in behalf of such Bondholder who requests the same.

Section 7.14. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2021 Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or interest due on the Series 2021 Bonds during the term thereof is, under the terms of the Series 2021 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2021 Bonds during the term thereof is, under the terms of the Series 2021 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2021 Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the System, or if the Series 2021 Bonds are for the purpose of financing more than one project, a portion of the System, and shall not exceed the proceeds used for the governmental use of that portion of the System to which such Private Business Use is related.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2021 Bonds or \$5,000,000 are used, directly or indirectly, to make or finance a loan to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2021 Bonds to be directly or indirectly “federally guaranteed” within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2021 Bonds and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 7.15. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2021 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon delivery of the Bonds and shall be on a parity with the statutory mortgage lien in favor of the holders of the Series 2012 Bonds and any Additional Bonds.

Section 7.16. Designation of Bonds as “Qualified Tax-Exempt Obligations”. The Issuer hereby designates the Series 2021 Bonds as “Qualified Tax-Exempt Obligations” for purposes of Section 265(b)(3) of the Code and covenants that the Series 2021 Bonds do not constitute private activity bonds as defined in Section 141 of the Code, and that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Series 2021 Bonds, have been or shall be issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2021.

ARTICLE VIII

DEFAULT AND REMEDIES

Section 8.01. Events of Default. Each of the following events shall constitute an “Event of Default” with respect to the Series 2021 Bonds:

(A) If default by the Issuer occurs in the due and punctual payment of the principal of or interest on any Bond;

(B) If default occurs in the Issuer’s observance of any of the covenants, agreements or conditions on its part relating to the Bonds in this Ordinance or any supplemental resolution, or in the Bonds, as the case may be, contained, and such default shall have continued for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by the Registered Owner of any Bond; or

(C) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

Section 8.02. Remedies. Upon the happening and continuance of any Event of Default, any Holder of a Series 2021 Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of the Holders of the Series 2021 Bonds including the right to require the Issuer to perform its duties under the Act and the Ordinance relating thereto, (iii) bring suit upon the Series 2021 Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Holders of the Series 2021 Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Ordinance with respect to the Series 2021 Bonds, or the rights of the Holders of the Series 2021 Bonds.

No remedy by the terms of this Ordinance conferred upon or reserved to the Registered Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Registered Owners hereunder or now or hereafter existing at law or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Registered Owners shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 8.03. Appointment of Receiver. If there be any Event of Default existing and continuing, any Registered Owner shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System on behalf of the Issuer, with power to charge rates, rentals, fees, fines and other charges sufficient to provide for the payment of the principal of and interest on the Bonds, the deposits into the funds and accounts hereby established as herein provided and the payment of Operating Expenses of the System and to apply such rates, rentals, fees, fines, charges or other revenues in conformity with the provisions of this Ordinance and the laws of the State.

The receiver so appointed shall forthwith, directly or by his agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate, maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might do.

Whenever all that is due upon the Bonds issued pursuant to this Ordinance and interest thereon and under any covenants of this Ordinance for reserve, sinking or other funds and accounts and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Ordinance shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby and a successor receiver appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and the Holders of the Bonds issued pursuant to this Ordinance. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the possession, operation and maintenance of the System, for the sole purpose of the protection of both the Issuer and the Bondholders, and the curing and making good of any default under the provisions of this Ordinance, and the title to and ownership of said System shall remain in the Issuer or the Authority, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage or otherwise dispose of any assets of the System.

Section 8.04. Restoration of Issuer and Bondholder. In case a majority of Registered Owners shall have proceeded to enforce any right under this Ordinance by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been

discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and all Bondholders shall be restored to their former positions and rights hereunder, and all rights and remedies of the Bondholders shall continue as if no such proceedings had been taken.

ARTICLE IX

REGISTRAR AND PAYING AGENT

Section 9.01. Appointment of Registrar. The Registrar, Paying Agent and Depository Bank (collectively, the “Fiduciaries”) for the Series 2021 Bonds shall be appointed and designated in the Supplemental Resolution. The Issuer is hereby authorized and directed to enter into an agreement or agreements with the Fiduciaries relating to the duties and responsibilities thereof.

Section 9.02. Responsibilities of Fiduciaries. The recitals of fact in the Series 2021 Bonds shall be taken as statements of the Issuer, and the Fiduciaries shall not be responsible for their accuracy. The Fiduciaries shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of the Series 2021 Bonds by the Issuer. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication on the Series 2021 Bonds. The Fiduciaries and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Ordinance and any other duties and responsibilities incident thereto, all as provided by said agreement described in this Section 9.02.

Section 9.03. Evidence on Which Fiduciaries May Act. Except as otherwise provided by Section 11.02, the Fiduciaries shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by them to be genuine and to have been signed or presented by the proper party or parties. Whenever any Fiduciary shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Issuer, but in its discretion such Fiduciary may instead accept other evidence of such fact or matter.

Section 9.04. Compensation and Expenses. The Issuer shall pay to the Fiduciaries from time to time reasonable compensation for all services, including the transfer of registration of Series 2021 Bonds, the first exchange of Series 2021 Bonds and the exchange of Series 2021 Bonds in the event of partial redemption, incurred in the performance of their duties hereunder.

Section 9.05. Certain Permitted Acts. The Registrar may become the owner of or may deal in Series 2021 Bonds as fully and with the same rights it would have if it were not Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or effect or aid in any reorganization growing out of the enforcement of the Series 2021 Bonds or this Ordinance, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds Outstanding.

Section 9.06. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Ordinance by giving not less than

60 days' written notice to the Issuer and mailing such notice to each Bondholder, specifying the date when such resignation shall take effect, within 20 days after the giving of such written notice. A copy of such notice shall also be mailed to each owner of a fully registered Series 2021 Bond or a coupon Series 2021 Bond registered as to principal (other than to bearer). Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the Issuer or Bondholders, in which event such resignation shall take effect immediately.

Section 9.07. Removal. The Registrar may be removed at any time by the Issuer or by the Holders of a majority in principal amount of the Series 2021 Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly acknowledged by the Issuer or by such Bondholders or their attorneys duly authorized in writing and delivered to the Issuer, as the case may be. Copies of each such instrument shall be delivered by the Issuer to the Registrar.

Section 9.08. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Holders of a majority in principal amount of the Series 2021 Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Bondholders or their attorneys duly authorized in writing and delivered to the Issuer and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the Issuer shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Bondholders. The Issuer shall mail to each Bondholder notice of any such appointment within 20 days after the effective date of such appointment. A copy of such notice shall also be mailed to each owner of a fully registered Series 2021 Bond or a coupon Series 2021 Bond registered as to principal (other than to bearer). Any successor Registrar appointed by the Issuer shall, immediately and without further act, be superseded by a Registrar appointed by such Bondholders. If in a proper case no appointment of a successor Registrar shall be made within 45 days after the Registrar shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Ordinance.

Section 9.09. Transfer of Rights and Property to Successor. Any predecessor Registrar or Paying Agent shall pay over, assign and deliver any moneys, books and records held by it to its successor.

Section 9.10. Merger or Consolidation. Any company into which the Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper

or the performance of any further act; provided, however, that such company shall be a bank, trust company or national banking association meeting the requirements set forth in Section 9.08.

Section 9.11. Adoption of Authentication. In case any of the Series 2021 Bonds shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver such Series 2021 Bonds so authenticated, and, in case any Series 2021 Bonds shall have been prepared but not authenticated, any successor Registrar may authenticate such Series 2021 Bonds in the name of the predecessor Registrar or in its own name.

Section 9.12. Paying Agent and Depository Bank. The Registrar shall also serve as the Depository Bank. The Registrar's acceptance of the duties and responsibilities of the Registrar expressed in Section 9.02 shall also include the trusts and the duties of Depository Bank. The Bond Commission shall serve as the Paying Agent. Any alternate or Co-Paying Agent must be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Ordinance. Such alternate or Co-Paying Agent shall signify its acceptance of the duties and obligations imposed upon it pursuant hereto by executing and delivering to the Issuer a written acceptance thereof.

Each Paying Agent shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by such Paying Agent in connection with such services solely from moneys available therefor.

Any bank, trust company or national banking association with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Ordinance. If the position of Paying Agent shall become vacant for any reason, the Issuer shall, within 30 days thereafter, appoint a bank, trust company or national banking association located in the same city as such Paying Agent to fill such vacancy; provided, however, that, if the Issuer shall fail to appoint such Paying Agent within said period, the Bond Commission, a court of competent jurisdiction or a majority of the Registered Owners may make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in this Article IX with respect to the Registrar, insofar as such provisions may be applicable.

Notice of the appointment of successor or additional Paying Agents or fiscal agents shall be given in the same manner as provided by Section 9.08 hereof with respect to the appointment of a successor Registrar.

All moneys received by the Paying Agent shall, until used or applied as provided in this Ordinance, be held in trust for the purposes for which they were received.

ARTICLE X

DEFEASANCE; DISCHARGE OF PLEDGE OF ORDINANCE

Section 10.01. Defeasance; Discharge of Pledge of Ordinance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Registered Owners of all Series 2021 Bonds, the principal of and interest due or to become due thereon, then this Ordinance and the pledges of the Net Revenues and other moneys and securities pledged hereunder, and all covenants, agreements and other obligations of the Issuer on behalf of the Registered Owners of the Series 2021 Bonds made hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 2021 Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the respective principal of and interest on such Series 2021 Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2021 Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Bond Commission or an escrow trustee either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Bond Commission or said escrow trustee at the same or earlier time shall be sufficient, to pay when due the principal of, any redemption premium on and interest due and to become due on the Series 2021 Bonds on and prior to the maturity date thereof, or if the Issuer irrevocably determines to redeem any of the Series 2021 Bonds prior to the maturity thereof, on and prior to said redemption date. Neither securities nor moneys deposited with the Bond Commission or an escrow trustee pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Series 2021 Bonds; provided, that any cash received from such principal, redemption premium, if any, and interest payments on such securities deposited with the Bond Commission or said escrow trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal of and redemption premium, if any, and interest to become due on the Series 2021 Bonds on and prior to such maturity or redemption dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Bond Commission or said escrow trustee, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment of Ordinance. This Ordinance and any supplemental resolution may be amended or modified without the consent of any Registered Owner or other person, solely for the purpose of maintaining the tax-exempt status of the Series 2021 Bonds, provided that, in the event any of the Series 2021 Bonds are insured, no such amendment or modification which adversely affects the security for the Series 2021 Bonds or the rights of the bond insurer for the Series 2021 Bonds may be effected without the written consent of such bond insurer. Otherwise, no materially adverse amendment or modification to this Ordinance, or of any supplemental resolution, may be made without the written consent of the Registered Owners of 60% in aggregate principal amount of the Series 2021 Bonds then Outstanding and affected thereby and the bond insurer, which must be filed with the Clerk of the Issuer before any such modification or amendment may be made. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of payment of the principal of or interest on, any Series 2021 Bond without the express written consent of the Registered Owner of such Series 2021 Bond, nor reduce the percentage of Series 2021 Bonds required for consent to any such modification or amendment.

Section 11.02. Evidence of Signatures of Registered Owners and Ownership of Bonds. Any request, consent, revocation of consent or other instrument which this Ordinance may require or permit to be signed and executed by Registered Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Registered Owners in person or by their attorneys duly authorized in writing. Proof of the execution of any such instrument, or of an instrument appointing or authorizing any such attorney, shall be sufficient for any purpose of this Ordinance if made in the following manner, or in any other manner satisfactory to the Issuer or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by any Registered Owner or his attorney of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a bank, a trust company or a financial firm or corporation satisfactory to the Issuer or the Registrar, as the case may be, that the person signing such instrument acknowledged to such bank, trust company, firm or corporation the execution thereof.

B. The authority of a person or persons to execute any such instrument on behalf of a corporate Holder may be established without further proof if such instrument is signed by a person purporting to be the president or treasurer or a vice-president or an assistant treasurer of such corporation with a corporate seal affixed, and is attested by a person purporting to be its secretary or assistant secretary.

C. The amount of fully registered Series 2021 Bonds held by a person executing any instrument as a Registered Owner, the date of his holding such Series 2021 Bonds and the numbers and other identification thereof, shall be confirmed by the Bond Register.

Any request, consent or other instrument executed by the Registered Owner of any Series 2021 Bond shall bind all future Registered Owners of such Series 2021 Bond in respect of anything done or suffered to be done hereunder by the Issuer or the Registrar in accordance therewith.

Section 11.03. Preservation and Inspection of Documents. To the extent allowable under law, all reports, certificates, statements and other documents received by the Registrar under the provisions of this Ordinance shall be retained in its possession and shall be available at all reasonable times for the inspection of the Issuer or any Registered Owner, and their agents and their representatives, but any such reports, certificates, statements or other documents may, at the election of the Registrar, be destroyed or otherwise disposed of at any time after such date as the pledge created by this Ordinance shall be discharged as provided in Section 10.01.

Section 11.04. Cancellation of Bonds. All Series 2021 Bonds purchased or paid shall, if surrendered to the Issuer, be canceled and delivered to the Registrar, or, if surrendered to the Registrar, be canceled by it. No such Series 2021 Bonds shall be deemed Outstanding under this Ordinance and no Series 2021 Bonds shall be issued in lieu thereof. All such Series 2021 Bonds shall be canceled and upon order of the Issuer shall be destroyed, and a certificate evidencing such destruction shall be delivered to the Issuer.

Section 11.05. Failure to Present Bonds. Anything in this Ordinance to the contrary notwithstanding, any moneys held by the Bond Commission or a subsequent Paying Agent in trust for the payment and discharge of any of the Series 2021 Bonds which remain unclaimed for 1 year after the date on which such Series 2021 Bonds have become due and payable, whether by maturity or upon call for redemption, shall at the written request of the Issuer be paid by the Bond Commission or said Paying Agent to the Issuer as its absolute property and free from trust, and the Bond Commission or said Paying Agent shall thereupon be released and discharged with respect thereto, and the Registered Owners of such Series 2021 Bonds shall look only to the Issuer for the payment of such Series 2021 Bonds; provided, however, that, before making any such payment to the Issuer, the Registrar, if so advised by the Bond Commission, or said Paying Agent shall send to the Registered Owner, at the address listed on the Bond Register, by certified mail, a notice that such moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of such notice is mailed, the balance of such moneys then unclaimed will be returned to the Issuer.

Section 11.06. Notices, Demands and Requests. Unless otherwise expressly provided, all notices, demands and requests to be given or made hereunder to or by the Issuer, the Registrar, the Depository Bank, or the Original Purchaser shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows or if hand-delivered to the individual to whom such notice, demand or request is required to be directed as indicated below:

CITY:

The City of Morgantown
389 Spruce Street
Morgantown, West Virginia 26505
Attention: Mayor

REGISTRAR AND DEPOSITORY:

[Name and address
to be set forth in the
Supplemental Resolution]

PAYING AGENT:

West Virginia Municipal Bond Commission
900 Pennsylvania Avenue
Suite 1117
Charleston, West Virginia 25302
Attention: Executive Director

ORIGINAL PURCHASER:

[Name and address
to be set forth in the
Supplemental Resolution]

Any party listed above may change such address listed for it at any time upon written notice of change sent by United States mail, postage prepaid, to the other parties.

Section 11.07. No Personal Liability. No member of the Council or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any Series 2021 Bond, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Ordinance.

Section 11.08. Law Applicable. The laws of the State shall govern the construction of this Ordinance and of all Bonds issued hereunder.

Section 11.09. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2021 Bonds and the Original Purchaser, any right, remedy or claim under or by reason of this Ordinance. All the covenants, stipulations, promises and agreements contained in this Ordinance by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds.

Section 11.10. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Ordinance.

Section 11.11. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 11.12. Conflicting Provisions Repealed. All ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 11.13. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, City Manager, City Clerk and members of the Council were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 11.14. Procedure on Enactment of Ordinance; Public Hearing. Upon adoption of this Ordinance, the Clerk is hereby authorized and directed to have an abstract of this Ordinance, which abstract has been determined by the Council to contain sufficient information to give notice of the contents of such Ordinance, published once each week for 2 successive weeks, with not less than six full days between each publication, the first such publication to be not less than 10 days before the date stated below for the public hearing, in the Dominion Post, a newspaper published and having a general circulation in the City of Morgantown, together with a notice to all persons concerned, stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Bonds described in this Ordinance and that any person interested may appear before the Council of the Issuer upon a date certain, not less than 10 days subsequent to the date of the first publication of the said abstract and notice, and present protests, and that a certified copy of this Ordinance is on file with the Clerk for review by interested parties during the office hours of the Clerk. At such hearing all protests and suggestions shall be heard by the Council and it shall then take such action as it shall deem proper in the premises.

First Reading: _____, 2021

Second Reading: _____, 2021

Passed on Final Reading
Following Public
Hearing: _____, 2021

Section 11.15. Effective Date. This Ordinance shall take effect immediately upon enactment.

[Remainder of Page Intentionally Blank]

Enacted this ___ day of _____, 2021.

[SEAL]

By: _____
Mayor

By: _____
City Manager

ATTEST:

City Clerk

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of THE CITY OF MORGANTOWN on the ____ day of _____, 2021, pursuant to proper notice, at which meeting a quorum was present and acting throughout, and which Ordinance was enacted following a public hearing thereon, notice of which public hearing was published once a week for two successive weeks in a newspaper having a general circulation in the City of Morgantown, the first publication having been not less than 10 days prior to such public hearing.

Dated this ____ day of _____, 2021.

[SEAL]

City Clerk

EXHIBIT A - BOND FORM

THIS BOND IS REGISTERED WITH THE REGISTRAR, _____, AND IS NOT REGISTERED WITH THE DEPOSITORY TRUST COMPANY, AND ANY REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT SHOULD BE SUBMITTED TO THE REGISTRAR, _____.

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS OR ANY OTHER APPLICABLE SECURITIES LAWS. NEITHER THIS BOND NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS BOND BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (A) TO THE ISSUER, (B) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON THE HOLDER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 UNDER THE SECURITIES ACT THAT IS ACQUIRING THE BOND FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN "ACCREDITED INVESTOR," FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (C) OR (D) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO IT. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES THAT IT WILL COMPLY WITH THE FOREGOING RESTRICTIONS.

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF MORGANTOWN (WEST VIRGINIA)
PARKING SYSTEM REVENUE BONDS, SERIES 2021
\$ _____

No. R- _____

Dated: _____, 2021

THE CITY OF MORGANTOWN, a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer") for value received, hereby promises to pay, solely from the special fund provided therefore, as hereinafter set forth, to the order of

- _____ -

or registered assigns (the "Registered Owner"), the principal sum of _____ and 00/100 DOLLARS (\$ _____) in lawful money of the United States of America, together with interest thereon at the fixed annual percentage rate of _____ %, from the date of this Bond, in _____ equal amortizing semi-annual installments of principal and interest in the amount of \$ _____, commencing on _____ 1, 2021, and continuing on each _____ 1 and _____ 1 thereafter occurring to and including _____ 1, 20____, which shall be the maturity date of this Bond (the "Maturity Date"), at which time all principal of and interest on this Bond not theretofore paid shall become due and payable. Interest shall be computed on the basis of a year of 365 days and for the actual number of days elapsed during any month or portion thereof.

Notwithstanding any other provision of this Bond to the contrary, in the event of a Determination of Taxability, the rate of interest on this Bond shall be equal to _____% per annum (the "Taxable Rate"). Interest at the Taxable Rate shall commence to accrue on the Date of Taxability and such interest rate shall be charged retroactively and prospectively for all periods in which interest paid on this Bond is asserted, declared or determined to be subject to federal income taxation, and shall continue until the entire principal of and interest on this Bond is paid, notwithstanding that the entire principal amount of this Bond may have been paid in full prior to the Determination of Taxability. Any interest being past due on this Bond by reason of such increase shall become immediately due and payable. In addition, in the event of a Determination of Taxability, the Registered Owner shall be entitled to payment, on demand, of any Special Charges. Special Charges means (a) an amount equal to any penalties or interest paid to the Internal Revenue Service or to the State of West Virginia by the present and former Registered Owner resulting from the failure to include interest on this Bond in its gross income for purposes of determining its federal income tax or State income tax, plus any tax payable by them as a consequence of the receipt of such amount; plus (b) an amount equal to all reasonable administrative, out-of-pocket and other expenses incurred by the present and former Registered Owner which are directly or indirectly attributable to interest on this Bond becoming subject to federal or State income tax as a result of the failure to include interest on this Bond in its gross

income for purposes of determining its federal or state income tax, including without limitation, costs incurred by the present and former Registered Owner in amending its federal or State tax returns.

As used herein the term "Determination of Taxability" means the interest on the Bonds in whole or in part is included in the gross income of a holder (or former holder) for federal income tax purposes for any reason, the determination of which is manifested by (a) a statutory Notice of Deficiency (90-day letter) from the Internal Revenue Service proposing to include such interest in the income of a holder (or former holder), or (b) delivery to the Registrar or Issuer of an opinion of Bond Counsel acceptable to the Registrar to the effect that (i) as a result of a change in the federal tax laws after the date of the issuance of the Bonds such interest on obligations of the general character of the Bonds will be included in whole or in part in the gross income of the holders thereof (for the purposes of this paragraph, such interest becomes subject to federal income taxation when the President of the United States of America signs such legislation) or (ii) that for any other reason, interest on the Bonds, in whole or in part, is included in the gross income of a holder or former holder of the Bonds; provided, however, no Determination of Taxability shall be deemed to exist if the Issuer shall, within 30 days after such assertion of taxability, cause to be delivered to the Registrar an unqualified opinion of Bond Counsel reasonably acceptable to the holder or former holder to the effect that interest on the Bonds has been and continues to be excludable from gross income for federal income tax purposes, then such holder or former holder shall at the expense of the Issuer contest such assertion of taxability by appropriate administrative proceedings through the Internal Revenue Service Appeals Office, whose determination as to taxability shall be final and binding and upon such determination by the Internal Revenue Service Appeals Office a Determination of Taxability shall be deemed to exist. In any such contest the holder or former holder shall cooperate with the Issuer and toward that end shall (a) give prompt notice of any such assertion and (b) permit the Issuer or its representatives to meet with the representatives of the holder or former holder dealing with the Internal Revenue Service to discuss the issues involved. All other capitalized terms used in this Bond but not defined in this Bond shall have the meaning set forth in the Ordinance (hereinafter defined).

The principal of and interest on this Bond are payable in any coin or currency which on the date of payment thereof is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia, as Paying Agent. The Record Dates for the Series 2021 Bonds shall be each _____ 15 and _____ 15 during the term of the Series 2021 Bonds (whether or not such date shall be a business day).

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$_____ designated "The City of Morgantown (West Virginia) Parking System Revenue Bonds, Series 2021" (the "Bonds" or "Series 2021 Bonds") each being in substantially similar form and effect, except as to number and principal amount, dated _____, 2021, the proceeds of which are to be used (i) to finance the costs of renovations and improvements to existing motor vehicle parking facilities of the Issuer, (ii) to fund the Series 2021 Bonds Reserve Account, if any, and (iii) to pay certain costs of issuance of the Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 16 of the Code of West

Virginia, 1931, as amended (the “Act”), and an ordinance duly enacted by the Council of the Issuer on _____, 2021, as supplemented by a Supplemental Resolution adopted on _____, 2021 (together, the “Ordinance”), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in the City of Morgantown, West Virginia.

The principal of and interest on the Bonds are payable from, and secured by a first lien on the Net Revenues of the Issuer’s on-street and off-street motor vehicle parking facilities, together with all related facilities (the “System”), as more particularly described in the Ordinance, and all moneys in the Series 2021 Bonds Sinking Fund established under the Ordinance, including the Series 2021 Bonds Reserve Account, if any, and the Issuer hereby and in the Ordinance pledges such revenues and moneys to such payment.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT FROM THE NET REVENUES OF THE SYSTEM WITH THE FOLLOWING PARKING SYSTEM REVENUE BONDS OF THE ISSUER:

(1) **PARKING SYSTEM REVENUE BONDS, SERIES 2012, DATED DECEMBER 20, 2012, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,534,000 (THE “SERIES 2012 BONDS”).**

The Bonds shall be subject to prepayment at the option of the Issuer, prior to the maturity thereof, in whole at any time, or in part on any semiannual installment payment date, at a prepayment price equal to 100% of the principal amount prepaid, without premium, plus accrued interest at the applicable rate to the date of any such prepayment, and other payments due hereunder. Any partial prepayment shall be in the minimum amount of \$_____ and shall be applied in such manner so as to reduce the principal amount of Bonds Outstanding, shall be applied pro-rata as to each of the Series 2021 Bonds, in proportion to the outstanding principal amount of each such Series 2021 Bond so as to reduce the amount of the semi-annual installment payments in inverse order of payment due date, and the Paying Agent shall thereafter recalculate the installment payments then due on the Bonds. Notwithstanding the foregoing, partial prepayments shall not be made or applied in such a fashion so as to reduce the principal amount of any Series 2021 Bond to an amount less than an authorized denomination thereof.

Prepayment shall be made on the date selected by the Issuer, which date shall be not less than 15 days nor more than 45 days after receipt by the Paying Agent of a certificate of the Issuer (i) requesting that the Bonds or portion thereof be prepaid, and (ii) stating the principal amount of the Bonds to be so prepaid, and the date upon which the same will be prepaid.

Unless waived by any Registered Owner of the Series 2021 Bonds to be redeemed, official notice of any redemption shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Original Purchaser and the Registered Owner of the Series 2021 Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

Notice of prepayment having been given in the manner hereinabove provided for, the Bonds or portion thereof shall on the date fixed for prepayment specified in such notice, become due and payable at the proper prepayment price as herein provided, and from and after the date fixed for prepayment (unless the Issuer shall default in the payment of the prepayment price) interest on such Bonds or portion thereof shall cease to accrue, and upon presentation and surrender of such Bonds at the office of any Paying Agent, such Bonds shall be paid at the prepayment price aforesaid (provided that in the event of a partial prepayment such payment shall be made by the Paying Agent without the need for the Registered Owner to tender such Bond to the Paying Agent for cancellation and issuance of a new Bond or Bonds in the amount of the remaining principal amount thereof).

This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon except from the Net Revenues of the System, the funds on deposit from time to time in the Series 2021 Bonds Sinking Fund and any unexpended proceeds of the Bonds. Under the Ordinance, the Issuer has entered into certain covenants with the Registered Owners, for the terms of which reference is made to said Ordinance. Remedies provided the Registered Owners are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

Subject to the requirements for transfer set forth below, this Bond is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia. This Bond is transferable, as provided in the Ordinance, only by transfer of registration upon the books of _____, _____, _____, as Registrar, to be made at the request of the Registered Owner hereof in person or by his attorney duly authorized in writing, and upon surrender hereof, together with a written instrument of transfer satisfactory to said registrar duly executed by the Registered Owner or his duly authorized attorney. Upon transfer hereof, there shall be issued another fully registered Bond or fully registered Bonds of the aggregate principal amount equal to the unpaid amount hereof.

This Bond shall only be transferable by transfer of registration upon the books of the Registrar as provided herein and in the Ordinance. This Bond shall be registered in the Bond Register and such registration shall be noted on this Bond. After such registration, no registration of transfer hereof shall be valid unless made on the Bond Register at the written request of the registered owner or his duly authorized attorney or legal representative and similarly noted on this Bond.

The Bond Registrar shall not be obligated to make any registration or transfer of (a) any Bonds during the 15 day period preceding (i) an interest payment date or (ii) the date of publication or mailing, whichever is earlier, of a notice of redemption, or (b) any Bonds called for redemption.

[This Bond is hereby and in the Ordinance designated a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.]

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the Bonds, together with all other obligations of the Issuer, do not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia.

All provisions of the Ordinance and the statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

This Bond shall not be valid or obligatory unless authenticated by the Registrar by the execution of the Registrar’s Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, THE CITY OF MORGANTOWN has caused this Bond to be signed by its Mayor and City Manager, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Bond to be dated the date specified above.

THE CITY OF MORGANTOWN

[SEAL]

By: _____
Mayor

By: _____
City Manager

ATTEST:

By: _____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below.

Dated: _____, 2021.

_____,
as Registrar

By _____
Its Authorized Officer

(FORM OF)
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____, _____

SIGNATURE GUARANTEED:

(Bank, Trust Company or Firm)

(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

(No writing on this Bond except by the Registrar)

SCHEDULE OF REGISTERED OWNERS

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

RESOLUTION OF THE CITY OF MORGANTOWN, WEST VIRGINIA, DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES MADE FROM PROCEEDS OF BONDS OR OTHER OBLIGATIONS

WHEREAS, Treasury Regulations Section 1.150-2 (the “**Reimbursement Regulation**”) sets forth the rules for determining when proceeds of bonds or other obligations are deemed spent for purposes of applying Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “**Code**”), including the arbitrage yield restrictions and rebate requirements under Code Section 148, if the proceeds are used to reimburse expenditures made prior to the date of issue of the bonds or other obligations; and

WHEREAS, the Reimbursement Regulation requires that a declaration of official intent to reimburse the expenditures (“**Declaration of Official Intent**”) be made not later than sixty (60) days after payment of the “original expenditure,” as such term is defined in the Reimbursement Regulation (the “**Original Expenditures**”), and that an allocation in writing evidencing use of proceeds of a reimbursement bond to reimburse an Original Expenditure be made within eighteen (18) months after the later of the date the Original Expenditure is paid or the date the project is placed in service or abandoned, but in no event later than three (3) years after the Original Expenditure is paid; and

WHEREAS, The City of Morgantown, West Virginia (the “**City**”) wishes to take such action as is necessary or permitted to comply with the Reimbursement Regulation; and

WHEREAS, the City owns and operates, through the Morgantown Parking Authority (the “**Authority**”), certain on-street and off-street public motor vehicle parking facilities within the City consisting of parking lots, buildings, ramps, curb-line parking meters and other facilities necessary, appropriate, useful, convenient or incidental to the regulation and control and parking of motor vehicles (the “**System**”), and both the City and the Authority desire to undertake certain improvements to the System, including but not limited to, structural repairs to and elevator replacement in the existing multilevel parking building located between University Avenue and Chestnut Street and replacement of a retaining wall in the existing surface parking lot known as the “Armory Lot” located adjacent to 300 Spruce Street, together with all necessary appurtenances and the payment of engineering costs in connection therewith (collectively, the “**Project**”);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MORGANTOWN, WEST VIRGINIA, AS FOLLOWS:

1. This is a Declaration of Official Intent within the meaning of Treasury Regulations Section 1.150-2.
2. The City intends and reasonably expects that Original Expenditures made by the City or the Authority for the design, acquisition, construction and equipping of the Project will be reimbursed with proceeds of parking system revenue bonds or other obligations (the “**Bonds**”) to be issued by the City, for the benefit of the Project, in the maximum principal amount of \$3,250,000.

3. The source of payment for Original Expenditures relating to the Project to be made by the City and reimbursed from proceeds of the Bonds will be cash dispersed from the City's _____ Fund. The source of payment for Original Expenditures relating to the Project to be made by the Authority and reimbursed from proceeds of the Bonds will be cash dispersed from the Authority's _____ Account.

4. The Mayor and City Manager of the City and the Executive Director and President of the Authority are hereby authorized, empowered and directed to take any additional action necessary to comply with the requirements of the Reimbursement Regulation so that Bond proceeds used to reimburse expenditures which are the subject of this Declaration of Official Intent will be deemed spent, including making an allocation in writing evidencing the use of proceeds of the Bonds to reimburse an Original Expenditure within eighteen (18) months after the later of the date the Original Expenditure is paid or the date the Project is placed in service or abandoned, but in no event later than three (3) years after the Original Expenditure is paid.

5. The appropriate officials of the City and the Authority, including without limitation the Mayor, City Manager and City Clerk of the City and the Executive Director and, President of the Authority, are hereby authorized and directed to execute and deliver for and on behalf of the City and the Authority respectively any or all additional certificates and other documents and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution.

6. This Resolution shall become effective upon the date of its adoption.

Adopted this __ day of _____, 2021.

THE CITY OF MORGANTOWN,
WEST VIRGINIA

Mayor

City Manager

CERTIFICATION

The undersigned, being the duly qualified, elected and acting City Clerk of The City of Morgantown, does hereby certify that the foregoing Resolution was duly adopted by The City of Morgantown at a regular meeting duly held, pursuant to proper notice thereof, on _____, 2021, a quorum being present and acting throughout, and which Resolution has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this _____, 2021.

By: _____
City Clerk



Development Services
389 Spruce Street
Morgantown, WV 26505
304.284.7431

MEMORANDUM

Date: December 17, 2020
To: Kim Haws, City Manager *via email*
cc: Christine Wade, City Clerk..... *via email*
Heather Carl, Deputy City Clerk..... *via email*
RE: City Council Committee of the Whole Agenda – January 26, 2021
TX20-04 | Bucklew | Permitted Land Uses

During its December 10, 2020 hearing, the Planning Commission voted to forward a recommendation to City Council to deny TX20-04’s application and approve text amendment to the definition of “Video Gaming or Lottery Establishment” in the Planning and Zoning Code as follows:

1329.02 DEFINITION OF TERMS

VIDEO GAMING or LOTTERY ESTABLISHMENT – An establishment at which “video lottery” machines licensed by the West Virginia Lottery Commission pursuant to Chapter 29, Article 22B of the Code of West Virginia are operated, but excluding establishments that only sell lottery tickets. Such establishments are permitted only in industrial zoning districts, and shall be subject to the same parking requirements as a food service establishment.

Attached herewith are the Staff Report presented to the Planning Commission, TX20-04 application materials, and the draft ordinance. The following dates will keep to standard P&Z Code Amendment protocol:

City Council Meetings

Committee of the Whole Tue, January 26, 2021 at 7:00 p.m.
1st Reading Tue, February 2, 2021 at 7:00 p.m.
Public Hearing and 2nd Reading..... Tue, March 2, 2021 at 7:00 p.m.

Please include this item on the City Council meeting agendas noted above and include this communication and attachments in the January 26, 2020 Committee of the Whole meeting packet. Only the ordinance should be included in the February and March meeting packets.

Thank you.

**VIDEO GAMING or
LOTTERY
ESTABLISHMENT
DRAFT ORDINANCE**

AN ORDINANCE AMENDING SECTION 1329.02 OF THE CITY OF MORGANTOWN PLANNING AND ZONING CODE AS IT RELATES TO VIDEO GAMING OR LOTTERY ESTABLISHMENT USES.

The City of Morgantown hereby ordains Section 1329.02 of the Planning and Zoning Code is amended as follows (deleted matter strike-through, new matter underlined):

ARTICLE 1329
Definitions

1329.02 DEFINITION OF TERMS

VIDEO GAMING or LOTTERY ESTABLISHMENT – An establishment at which ~~any form of gambling of chance is permitted or played, including~~ “video lottery” machines licensed by the West Virginia Lottery Commission pursuant to Chapter 29, Article 22B of the Code of West Virginia are operated, but excluding establishments that only sell lottery tickets. Such establishments are permitted only in industrial zoning districts, and shall be subject to the same parking requirements as a food service establishment.

FIRST READING:

Mayor

ADOPTED:

FILED:

RECORDED:

City Clerk

TX20-04

Bucklew

Permitted Land Uses

**STAFF REPORT AND
APPLICATION MATERIALS**



MORGANTOWN PLANNING COMMISSION

October 8, 2020
6:30 p.m.
By Electronic Means

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.

CASE NO: TX20-04 / Bucklew / Permitted Land Uses

REQUEST:

A request by Robert Bucklew to amend Sections 1329.02 and 1331.06(13) and Permitted Land Uses Table 1331.05.01 so that "Video Gaming or Lottery Establishment" uses are permitted either by-right or by conditional use approval in the B-2, Service Business District.

BACKGROUND:

The petitioner owns property commonly known as 100 East Brockway Street (Tax District 10, Tax Map 35, Parcels 36, 37, and 38). This property was the location of the former "Buck's Place," which was both a legal pre-existing nonconforming "Private Club" and "Video Gaming or Lottery Establishment" in addition to structure nonconformities. The principal building for "Buck's Place" was destroyed by a fire on September 28, 2015. The subject property was not re-built in accordance with Article 1373 Nonconforming Provisions of the Planning and Zoning Code and the use for the property was abandoned.

The petitioner seeks a text amendment to the Planning and Zoning Code Permitted Land Uses Table, to allow for "Video Gaming or Lottery Establishment" in the B-2, Service Business District. Currently, "Video Gaming or Lottery Establishment" uses are only permitted in the I-1, Industrial District and with the following supplemental conditions as provided in Section 1331.06(13):

(13) VIDEO GAMING OR LOTTERY ESTABLISHMENTS shall comply with the following conditions:

- (a) May locate no closer than 500 feet from another video gaming or lottery establishment. Proof that the establishment meets this distancing requirement shall be submitted by the applicant to the Planning Director in a form approved by the Planning Director.
- (b) May locate no closer than 500 feet from a place of worship, school, hospital, nursing home, assisted living facility and residential uses of all types. Proof that the establishment meets this distancing requirement shall be submitted by the applicant to the Planning Director in a form approved by the Planning Director.
(Amended by Ord. 06-14, Passed 06-06-2006.)
- (c) Subject to all applicable zoning regulations including parking, signage, landscaping, etc.
- (d) Subject to all applicable State regulations.
- (e) The 500 foot buffer provided in paragraphs (a) and (b) above shall be measured as the shortest distance between any portion of both buildings.
(Amended by Ord. 06-14, Passed 06-06-2006.)
- (f) For the purpose of paragraph (b) above, a place of worship shall be defined as an institution which qualifies as tax exempt under the provisions of 26 U.S.C. §501(c)(3), within which weekly religious services are offered to the congregation and/or the general public. (Amended by Ord. 06-14, Passed 06-06-2006.)

Development Services

John Whitmore, AICP
Interim Director

389 Spruce Street
Morgantown, WV 26505
304.284.7431



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The "Video Gaming or Lottery Establishment" use is defined in Section 1329.02 of the Planning and Zoning Code thusly.

VIDEO GAMING or LOTTERY – A lottery that allows a game to be played utilizing an electronic computer and an interactive terminal device, equipped with a video screen and keys, a keyboard or other equipment allowing input by an individual player, into which the player inserts coins or currency as consideration in order for play to be available, and through which terminal device, the player may receive free games or a voucher that can be redeemed for a cash or non-cash prize, or nothing, determined wholly or predominantly by chance. "Video lottery" does not include a lottery game that merely utilizes an electronic computer and a video screen to operate a lottery game and communicate the results of the game and which does not utilize an interactive electronic terminal device allowing input by one or more players. Video gaming or lottery shall be regulated in accordance with all applicable State and other regulations.

VIDEO GAMING or LOTTERY ESTABLISHMENT – An establishment at which any form of gambling of chance is permitted or played, including "video lottery" machines licensed by the West Virginia Lottery Commission pursuant to Chapter 29, Article 22B of the Code of West Virginia, but excluding establishments that only sell lottery tickets. Such establishments are permitted only in industrial zoning districts, and shall be subject to the same parking requirements as a food service establishment.

ANALYSIS:

Limited Video Lottery

West Virginia State Code Chapter 29, Article 22B Limited Video Lottery, provides requirements for the operation of The West Virginia Lottery's Limited Video Lottery system. Limited Video Lottery is considered by the Development Services Department as the "Video Gaming or Lottery Establishment" use. Limited Video Lottery retailers are restricted state-wide to those locations that have a private club license (an establishment that sells liquor for on-premise consumption) or in limited instances a restaurant location that has at least forty-percent (40%) annual gross sales of non-intoxicating beer (also known as beer) of which eighty-percent (80%) is consumed on site [§29-22B-328(a)]. Any establishment that sells petroleum products in conjunction with other retail products that is not an Authorized West Virginia Truck Stop is not permitted to operate a Limited Video Lottery [§29-22B-328(b) and Legislative Rule Title 179 Series 5 as amended in 2017].

Limited Video Lottery retailers are permitted to install up to seven (7) Limited Video Lottery machines as of 2017. The location of the machine is regulated to a separate room if persons under the age of twenty-one (21) are permitted into the establishment. ATM machines are not permitted to be in the same room as a Limited Video Lottery Machine. Retailers are not permitted to provide incentives or advertising for patrons who only use Limited Video Lottery machines on-site.

A Limited Video Lottery machine is different than a traditional slot machine that one would experience at a casino. A Limited Video Lottery machine is functionally a graphic interface where the player selects games of chance that are regulated by a random number generator. Games include slot styled games of chance, card games, and Keno. A slot

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machine is typically a device that incorporates reels that move in a randomized setting. Both machine types can use images, lights, and sounds to provide the patron with sensory stimulation in addition to the sensation from the act of gambling. Examples of both machines are provided below:



Traditional Slot Machine



Limited Video Lottery Machine

City of Morgantown Land-Uses

Limited Video Lottery Retailers are required to sell certain types of alcohol for licensure. The City of Morgantown’s Planning and Zoning Code recognizes four (4) land uses that permit the sale and on-premise consumption of liquor or beer. These uses are “Private Club;” “Restaurant, Private Club;” “Restaurant, Private Wine;” and “Tavern.” These uses are defined below:

PRIVATE CLUB – Any corporation or unincorporated association meeting the definition of private club as contained and utilized within the Code of West Virginia Chapter 60, Article 7, Section 1 et seq. as the same applies to licensing for sale of alcoholic liquor. These establishments are permitted to sell liquor, beer and wine.

RESTAURANT, PRIVATE CLUB – A restaurant that also dispenses liquor and has been issued a license by the West Virginia Alcohol and Beverage Control Agency.

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RESTAURANT, PRIVATE WINE – A restaurant that is licensed to sell beer and wine, but no liquor, and that sells at least \$2500 worth of food each month, as stated in West Virginia State Law.

TAVERN – A place licensed to sell only beer and wine, but no liquor. Food may or may not be served. Taverns are allowed in all districts except residential and office districts.

The following land-use table shows which zoning districts these and “Video Gaming or Lottery Establishment” uses are permitted in the City of Morgantown.

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Private Club							C			P	P	18
Restaurant, Private Club						C	P	C		P	P	18, 27
Restaurant, Private Wine						P	P	P		P	P	
Tavern						P	P	P		P	P	21, 28
Video Gaming / Lottery Establishment											P	13

The following supplemental regulation is related to “Private Club” and Restaurant, Private Club uses:

(18) When reviewing new or the expansion of existing conditional use PRIVATE CLUB applications, the Board of Zoning Appeals shall consider potential adverse impacts on surrounding residential properties such as, but not limited to, the arrangement and use of outdoor seating areas, hours of wine and liquor sales, noise, etc.
 (Ord. 07-20. Passed 6-5-07.)

Supplemental Regulation 21 relates to “Warehousing/Distribution Facility” uses which may be related to “Tavern” uses given the flexibility available to taverns:

(21) Except no WAREHOUSING/DISTRIBUTION FACILITY of any type shall be located within 300 feet of any property line of any residential district.
 (Ord. 07-53. Passed 11-6-07.)

Supplemental Regulation 27 relates to nonconforming “Private Club” and “Restaurant Private Club” uses in the B-1, Neighborhood Business District and B-4, General Business District. Supplemental Regulation 28 relates to B-1, District development standards.

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It should be noted that these four (4) on-premise alcoholic beverage consumption uses may also be associated with “Hotel, Full-Service” or incorporated into “Shopping Center” or “Multi-Use Nonresidential Building” uses.

Comparative Analysis of the B-2 and I-1 Zoning Districts

The petitioner is seeking to allow a more intensive land-use in the B-2, Service Business District. The “Video Gaming or Lottery Establishment” use is currently permitted in the I-1, Industrial District. The purpose of the I-1, District is provided in Section 1355.01 of the Planning and Zoning Code as follows:

1355.01 PURPOSE.
The purpose of the Industrial District (I-1) is to allow for the development of research and industrial parks, wholesale business, manufacturing and the like while ensuring the health and safety of Morgantown residents. Industrial districts are intended to be located on major thoroughfares where truck traffic does not disrupt local streets.
(Ord. 12-29. Passed 7-3-12.)

The purpose of the B-2, District is provided in Section 1347.01 of the Planning and Zoning Code as follows:

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.

Both zoning districts are to be located on major thoroughfares and provide for commercial activities within the City of Morgantown. The B-2, District is to be an area for many different types of businesses. The I-1, District is for land uses that create nuisances including but not limited to increased vehicular traffic, pollution, noxious odors, hazardous conditions, and/or visual disturbance as compared to other areas of the city. The I-1, District is not limited to only light or heavy industrial uses. Many uses permitted in the B-2, District are also permitted in the I-1, District. The following land-uses are exclusively permitted in the I-1, District:

Consumer Fireworks Wholesale Establishment; Distribution Center; Extractive Industry; Fairgrounds; Industrial Equipment Repair Establishment; Industrial Park; Industrial Supplies Establishment; Manufactured Housing Sales; Heavy Manufacturing; Medical Cannabis Growing Facility; Recyclable Collection Center/ Solid Waste Transfer Station; Truck or Motor Freight Terminal; and Video Gaming or Lotter Establishment uses.

The following uses are exclusively allowed in the I-1, District and also require conditional-use approval:

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Airport; Heavy Industry; Penal/Correctional Institution; Salvage Yard; and Sexually Oriented Business uses.

Mobile Device Gambling

When studying highest and best land uses within the B-2 District, Staff recommends the Planning Commission consider the relationship of the “Video Gaming or Lottery Establishment” use in the context of more recent developments in technology and the legal status of gambling using a smartphone or other online terminal. There are currently three sportsbooks operational in the State of West Virginia. These are *DraftKings* operating from Hollywood Casino at Charles Town and both *FanDuel* and *BetMGM* operating from The Greenbrier. Mardi Gras and Wheeling Island casino sportsbooks were suspended in March of 2019 and Mountaineer Casino is anticipated to enter the marketplace. In addition to sports betting, these applications also include virtual table games including roulette, card games, keno, and slot machine styled games of chance.

The atmosphere and style of play using a smartphone is different than a traditional Limited Video Lottery machine. A limited Video Lottery machine is strictly occurring in a location that sells alcohol and has heightened sensory application given the size of the machine. The machine itself is designed solely for gambling. It should be noted that with online sportsbooks, there is no practical way to limit mobile or online gambling in a specific location in the City of Morgantown. However, staff wishes to convey that while the act of gambling can occur anywhere in the city, the physical infrastructure and patron experience related to Limited Video Lottery gambling is unique.

STAFF RECOMMENDATION:

In reviewing the petition, staff is concerned that the proposed change to the Planning and Zoning Code increasing Limited Video Lottery locations within the City of Morgantown may negatively impact the city’s commercial corridors and residential neighborhoods. The land-use as established by the State of West Virginia, is directly tied to the on-premise consumption of alcoholic beverages. The City of Morgantown has historically regulated the presence of Private Clubs with multiple attempts made in the past forty years to limit their proliferation within the Downtown and Sunnyside neighborhood. From an individual economic perspective, the addition of Limited Video Lottery would be an expected component for those existing and future on-premise alcoholic beverage consumption establishments in the B-2, District.

The Planning Commission should evaluate the physical land development pattern associated with the “Video Gaming or Lottery Establishment” use. Land-use trends related to “Video Gaming or Lottery Establishment” within the state of West Virginia often focus solely on the gambling activity. Page 7 of this report provide Google Streetview Images of examples of existing nonconforming single-occupancy structures with “Video Gaming or Lottery Establishment” uses in the B-2, Service Business District employing or *Hot Spot* branding (via Google keyword search) in Morgantown. Additional locations are located in “Shopping Centers, Small-Scale” use structures.

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There is currently no Planning and Zoning Code method available to limit further development of single-story single-occupant structures in the B-2, Service Business District. Staff believes it is not unreasonable to expect further development of similar structures in the B-2, Service Business District if this zoning text amendment is approved. This development pattern is inconsistent with “Corridor Enhancement” areas provided in the City of Morgantown 2013 Comprehensive Plan Update’s Land Management Map. The “Corridor Enhancement” areas are planned in the vicinity of B-2, Service Business District locations along major traffic corridors, and call for increased development intensity.

In reviewing the current Permitted Land Use Table, staff does not see a situation where the land-use is unreasonably regulated. The current land-use designation, allowing for “Video Gaming or Lottery Establishment” uses only in the I-1, Industrial District is not the most restrictive business styled use within the City of Morgantown. “Sexually Oriented Business” uses are regulated as requiring conditional-use approval by default, with

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additional restrictions included in the Supplemental Regulations section of the Planning and Zoning Code. A “Sexually Oriented Business” is an establishment that provides the sale and display of pornographic material. While clearly not the same land-uses, both uses only cater to adult individuals who engage in state and federally regulated activities and create phenomena that has historically had negative connotations.

In completing this report, staff did observe a potential issue with the definition of “Video Gaming or Lottery Establishment.” Staff recommends the following text amendment (deleted matter struck-through; new matter underlined), as the current definition does not appear to be practical given mobile device gambling as and further only provides duplicated information that is provided in Section 1331.01.05 for permitted land uses and Section 1365.04 for minimum parking standards:

~~VIDEO GAMING or LOTTERY ESTABLISHMENT – An establishment at which any form of gambling of chance is permitted or played, including~~ “video lottery” machines licensed by the West Virginia Lottery Commission pursuant to Chapter 29, Article 22B of the Code of West Virginia are operated, but excluding establishments that only sell lottery tickets. Such establishments are permitted only in industrial zoning districts, and shall be subject to the same parking requirements as a food service establishment.

In the event that the Planning Commission considers approval for this petition, staff recommends that the Planning Commission provide said recommendation of approval to with the following conditions to the City Council to ensure that nearby service business land uses and commercial districts are promoted to the best extent possible:

First, that the definition for “Video Gaming or Lottery Establishment” be amended as follows (deleted matter struck-through; new matter underlined):

~~VIDEO GAMING or LOTTERY ESTABLISHMENT – An establishment at which any form of gambling of chance is permitted or played, including~~ “video lottery” machines licensed by the West Virginia Lottery Commission pursuant to Chapter 29, Article 22B of the Code of West Virginia are operated, but excluding establishments that only sell lottery tickets. ~~Such establishments are permitted only in industrial zoning districts, and shall be subject to the same parking requirements as a food service establishment.~~

Second, that the Permitted Land-Use table be amended as follows (new matter highlighted and underlined):

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
<u>Video Gaming / Lottery Establishment</u>							<u>C</u>				P	13

And finally, that Supplemental Regulation 13 [1331.06(13)] be amended to include the following regulation (new matter underlined):

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(g) Video Gaming or Lottery Establishments shall only be permitted in the B-2, Service Business District if the Video Gaming or Lottery Establishment is associated with a bona fide Restaurant, Private Club use or Restaurant, Private Wine use. For the purposes of this section, a Restaurant, Private Club use shall include the requirement that food and non-alcoholic beverages shall comprise a minimum of 60 percent of total gross sales of all food and drink items in each calendar month. In addition, both Restaurant, Private Club uses or Restaurant, Private Wine uses shall be required to have the following conditions:

- (i) The establishment shall provide a seating capacity for at least fifty (50) persons, at a table or counter maintained for the principal purpose of serving meals. Seats at a bar, which is primarily for the serving of alcoholic beverages, shall not be counted as meeting the minimum seating capacity of the establishment.
- (ii) Liquor or wine shall not be served later than 1:00 a.m., except on New Year's Eve.
- (iii) That Limited Video Lottery or similar machines shall be located in a separate room from the main dining area.
- (iv) That occupancy of the establishment shall not be restricted to persons under the age of 21.

Development Services staff believe that these text amendments should permit the "Video Gaming or Lottery Establishment" use in a more favorable manner and will not excessively harm other nearby B-2, District land-uses or the wider Morgantown community. These regulations would effectively require the establishment to operate as a restaurant as opposed to a "Private Club" or "Tavern" catering to those individuals who are primarily engaged in on-premise gambling. Staff believes this may ensure that single-occupancy structures like *Hot Spot* branded facilities would not occur in the B-2, Service Business District.

Development Services

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389 Spruce Street
Morgantown, WV 26505
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City of Morgantown, West Virginia

\$1 250.00
1/2
10/17

TX20-04

APPLICATION FOR ZONING TEXT AMENDMENT

OFFICE USE	
CASE NO.	
RECEIVED:	8/31/2020
COMPLETE:	✓ JW

Zoning Code Text Amendment Process – See Addendum A of this Application

(PLEASE TYPE OR PRINT IN BLACK INK)

I. APPLICANT			
Name:	Robert R. Bucklew	Phone:	304.296.6250
Mailing Address:	557 Madison Avenue	Mobile:	304.290.0827
	Street Morgantown	State	26501
	City	State	Zip
		Email:	robertberrymanlaw@gmail.com
II. PROPOSED TEXT AMENDMENT			
Section of the Zoning Code to be Amended:	1331.05.01		
Summary of Proposed Text Amendment (an additional sheet may be attached hereto): A request by Robert R. Bucklew to amend Table 1331.05.01 "Permitted Land Uses" so that LVL or Video Gaming or Lottery Establishment uses are permitted either by right or by conditional use approval in the B-2 District of the Brockway Avenue/Peninsula Boulevard area of Second Ward			
VIII. ATTEST			
I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of application will be complied with whether specified herein or not. The granting of an approval does not presume to give authority to violate or cancel the provisions of any other federal, state, or local law regulating same. This application has not been requested within the past year.			
Robert R. Bucklew Jr.		8-27-2020	
Type/Print Name of Applicant/Agent	Signature of Applicant/Agent	Date	

\$250.00
Z-RZ
2021-000007872
Kim Morigida
8/31/2020 2:44:47 AM
Zoning Map Amendment Deposit
City of Morgantown
Applicant

T X 20-04

1690-441

THIS DEED, made this the 5th day of August, 2019, by and between **ROBERT R. BUCKLEW, JR., DIXIE JEAN BUCKLEW and PAMELA M. BERRYMAN**, parties of the first part, **GRANTORS**, and **ROBERT R. BUCKLEW, JR.**, party of the second part, **GRANTEE**.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00), and more, cash in hand paid, the receipt of which is hereby acknowledged, Grantors, Robert R. Bucklew, Jr., Dixie Jean Bucklew and Pamela M. Bucklew, do hereby **GRANT** and **CONVEY** with covenants of **GENERAL WARRANTY** unto Grantee, Robert R. Bucklew, Jr., all the following described tract or parcel of real estate, together with the improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Second Ward of the City of Morgantown, Monongalia County, West Virginia, and being more particularly bounded and described as follows:

BEGINNING at a city monument on the South Eastern edge of Peninsula Boulevard, corner to Robert Bucklew; thence leaving said Peninsula Boulevard and with three lines of said Robert Bucklew, S. 26°12'12" E. 50.00 feet to a 1/2" iron pin; thence S. 10°40' W. 6.00 feet to a 3/8" iron pin; thence S. 79°20' E. 60.00 feet to a 3/8" iron pin on the Western edge of East Brockway Avenue, corner to said Robert Bucklew; thence with line of East Brockway Avenue, N. 10°40' E. 111 feet to a nail being at the intersection of the southern right of way line of Peninsula Boulevard and the western right of way line of East Brockway Avenue, thence along the southern right of way line of Peninsula Blvd S. 64°49'44" E. 111.02 feet to a spike being the point and place of beginning.

Containing 6285 square feet, more or less, and being all of Lot 1 and part of Lot 2 and Lot 3 of the Peninsula Company First Section as depicted on a plat of survey prepared by Michael P. Dorsch, PLS 457 of Cornerstone Energy Surveyors, Inc. and attached hereto and made a part hereof.

And being part of the same part of Lot 3 conveyed to Robert R. Bucklew and Jocelyn Joy Bucklew, by deed dated the 9th day of July, 1970, and recorded in the Office of the Clerk of the County Commission of

Monongalia County, West Virginia, in Deed Book 700, at page 75 and the same parcels described as Lot 1 and part of Lot 2 conveyed by deed dated the 26th day of June, 1964 and recorded in Deed Book 625 at Page 452.

Robert R. Bucklew died on July 3, 2018 and by virtue of the terms of the survivorship provision in said deeds, the premises vested solely in Jocelyn Joy Bucklew.

Jocelyn Joy Bucklew died testate on April 4, 2019, and by the terms of her Last Will and Testament recorded in Will Book 186 at Page 827, she devised the Buck's Place building and land to Robert R. Bucklew, Jr. This deed is given to clearly delineate the area described as "Buck's Place" in the Last Will and Testament of Jocelyn Joy Bucklew.

This conveyance is made subject to all exceptions, reservations, conditions, covenants, restrictions, agreements, municipal zoning ordinances, land use regulations, assessments, charges, easements, rights of way, and mineral severances as have been imposed upon such property by grantors and their predecessors in title, and the covenant of general warranty set forth and contained in this deed is limited by the same.

TAXING INFORMATION

The real estate herein described and conveyed is assessed upon the Land Books of Monongalia County, West Virginia, in the Second Ward of the City of Morgantown, for the year 2019 as follows:

Bucklew, Robert R. & Jocelyn J.
Map 35, Parcel 36
Bl 1 Lot 1
Pen Add

And part of the following:

Bucklew, Robert R. & Jocelyn J.
Map 35, Parcel 37
Bl 1 Lot 2 100 E Brockway
(Beer Garden)

TX20-04

Bucklew, Robert R. & Jocelyn J.
Map 35, Parcel 38
Bl 1, Pt Lot 3 34 X 90'

DECLARATION OF CONSIDERATION

The undersigned Grantors do hereby declare, under penalties of fine and imprisonment, that this is a transfer exempt from taxation, it being a transfer between siblings without consideration.

**GRANTORS ARE RESIDENTS OF THE STATE OF WEST VIRGINIA
AND ARE SUBJECT TO STATE WITHHOLDING TAX.**

WITNESS the following signatures:

Robert R. Bucklew, Jr.
Robert R. Bucklew, Jr.

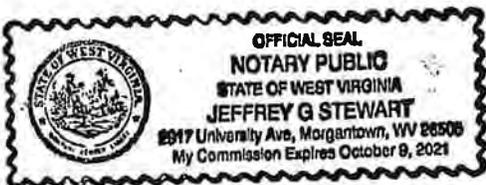
Dixie Jean Bucklew fka Dixie Jean Fischer
Dixie Jean Bucklew fka Dixie Jean Fischer

Pamela M. Berryman fka Pamela M. Bucklew
Pamela M. Berryman fka Pamela M. Bucklew

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, to-wit:

The foregoing deed was acknowledged before me this the 30th day of August, 2019, by Robert R. Bucklew, Jr.

My commission expires: Oct 9 2021



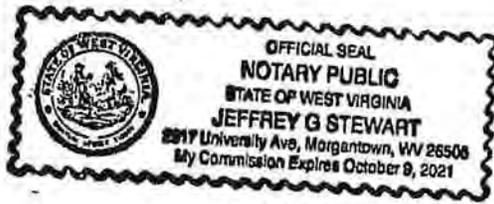
Jeffrey G. Stewart
Notary Public

TX20-04

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, to-wit:

The foregoing deed was acknowledged before me this the 30th day of August, 2019, by Dixie Jean Bucklew, fka Dixie Jean Fischer.

My commission expires: Oct 9, 2021



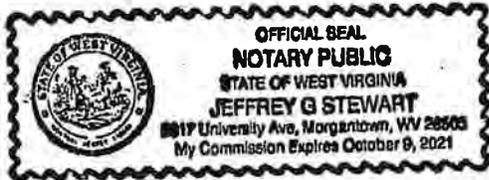
Jeffrey G Stewart

Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, to-wit:

The foregoing deed was acknowledged before me this the 30th day of August, 2019, by Pamela M. Berryman, fka Pamela M. Bucklew.

My commission expires: Oct 9, 2021



Jeffrey G Stewart

Notary Public

This instrument prepared without benefit of title examination by:
Robert D. Berryman, Esq.
2917 University Avenue
Morgantown, WV 26505
(304) 296-6250

TX 20-04

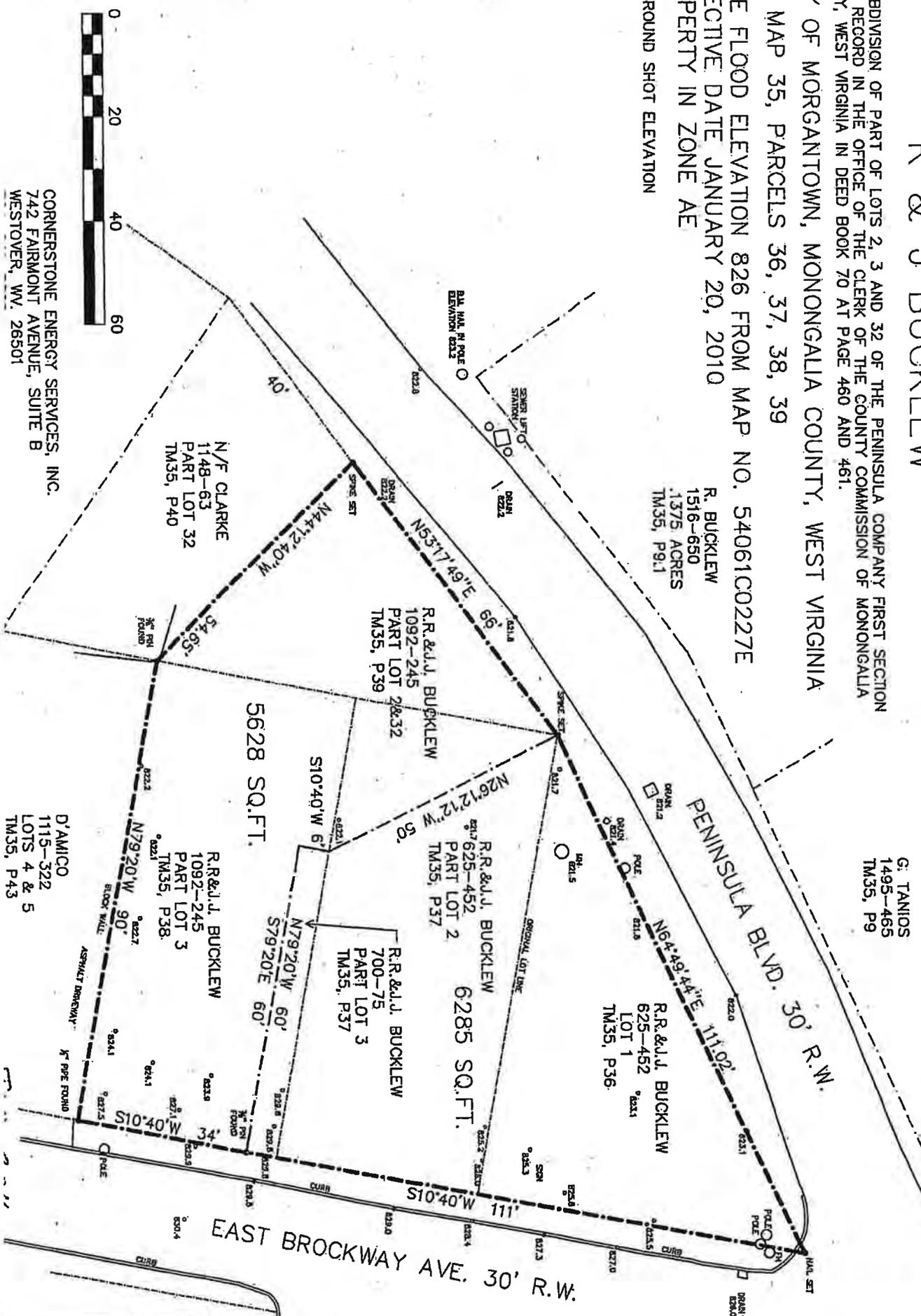
PLAN OF SURVEY FOR R & J BUCKLEW

RE-SUBDIVISION OF PART OF LOTS 2, 3 AND 32 OF THE PENINSULA COMPANY FIRST SECTION AS ON RECORD IN THE OFFICE OF THE CLERK OF THE COUNTY COMMISSION OF MONONGALIA COUNTY, WEST VIRGINIA IN DEED BOOK 70 AT PAGE 460 AND 461.

CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA
TAX MAP 35, PARCELS 36, 37, 38, 39

BASE FLOOD ELEVATION 826 FROM MAP NO. 54061C0227E
EFFECTIVE DATE JANUARY 20, 2010
PROPERTY IN ZONE AE

DATA GROUND SHOT ELEVATION



CORNERSTONE ENERGY SERVICES, INC.
742 FAIRMONT AVENUE, SUITE B
WESTOVER, WV, 26501



STATE TAX COMMISSIONER OF WEST VIRGINIA
SALES LISTING FORM

TX 20-04

The Instrument May Not Be Recorded If This Form Is Not Completed In Its Entirety

West Virginia Code §§11-22-6, 11A-3-2 & 11A-3-3 (Amended 3-11-95)

Revised 8/12

County: Mason Taxing District: 2nd Ward
Tax Map No.(s): _____ Parcel(s): _____
Tax Map No.(s): 35 Parcel(s): 36 p/o 37,38
Account #: _____
Mineral ID #: _____
Grantor's Name: Robert R. Bucklew Dixie J. Bucklew Pamela H. Bergman
Grantee's Name: Robert R. Bucklew Phone No. (_____) _____
Mailing Address of New Owner: 557 Madison Avenue Morgantown, WV 26501
Mailing Address for Tax Statements: same
Most Recent Previous Deed Book No.: WB 186 Page No.: 827
Grantor's Source of Title: _____

(If not by "Previous Deed" referenced above.)

Consideration/Value: (a) Real Estate: \$ 0.00 (b) Other Valuable Goods/Services: (If Applicable) \$ _____
Lot Size or Acreage Involved: _____
Estate(s) Transferred: _____

(Examples: Fee, Surface, Mineral, Coal, etc.)

- (1) Was this transaction on the open market? Yes / No (Circle One)
- (2) Does this transaction involve more than one parcel? Yes / No (Circle One)
- (3) Was this sale between related individuals or related corporations? Yes / No (Circle One)
- (4) Was this a liquidation, foreclosure or other "Forced" sale? Yes / No (Circle One)
- (5) Is this transaction pursuant to a land contract or owner financing? Yes / No (Circle One)
- (6) Does this transaction include personal property? Yes / No (Circle One)
- (7) Does this transaction include minerals and/or timber? Yes / No (Circle One)
- (8) Any other financing arrangements materially affecting consideration? Yes / No (Circle One)
- (9) Is this a mineral sale only? Yes / No (Circle One)

If "No" to Question 1 or "Yes" to Questions 2 - 8 above, please explain below:

Explanation: Distribution of Estate of Robert R. Bucklew
Printed Name: Robert Bergman Signature: _____ Phone Number: _____

Filed By (check one): Buyer Seller Agent/Attorney Other

LIENHOLDER INFORMATION (OPTIONAL)

Check if change of name or address

Name: _____
Address for Notice: N/A

INTEREST IN PROPERTY

_____ Surface Owner's Rights Deed Book: _____ Page No.: _____
_____ Fiduciary Interest Relationship to Owner: _____
_____ Lienholder Trust Deed Book No.: _____ Page No.: _____
_____ Other

To Be Completed By County Clerk:	
Stamp Fee Paid:	<u>12/20/2019</u>
Date Recorded:	<u>1690</u>
New Deed Book No.:	<u>441</u>
New Deed Book Page No.:	<u>08/30/2019</u>
Date of Transaction:	

Sheriff's Use Only	
Date Received:	
Effective Dates of Lien:	
Date Entered:	
Entered By:	
Tax Ticket No.:	

RELEASE OF LIEN

COMPLETE THIS SECTION IF YOU ARE RELEASING THIS LIEN

Date Lien Is Released: _____
Signature of Lienholder: _____ Page 155 of 183



Development Services
389 Spruce Street
Morgantown, WV 26505
304.284.7431

MEMORANDUM

Date: December 17, 2020
To: Kim Haws, City Manager *via email*
cc: Christine Wade, City Clerk..... *via email*
Heather Carl, Deputy City Clerk..... *via email*
RE: City Council Committee of the Whole Agenda – January 26, 2021
RZ20-05 | Bruceton Farm Service Inc. | Unit Block of Brookhaven Road

During its December 10, 2020 hearing, the Planning Commission voted to forward a recommendation to City Council to approve the above referenced zoning map amendment petition, which would provide for the reclassification of four parcels from R-1, Single-Family Residential to B-2, Service Business District. The purpose of the zoning map amendment is not affiliated with an active site plan application.

Attached herewith are the Staff Report presented to the Planning Commission and the draft ordinance. The following dates will keep to standard P&Z Code Zoning Map Amendment protocol:

City Council Meetings

Committee of the Whole Tuesday, January 26, 2021 at 7:00 p.m.
1st Reading: Tuesday, February 2, 2021 at 7:00 p.m.
Public Hearing and 2nd Reading:..... Tuesday, March 2, 2021 at 7:00 p.m.

Please include this item on the City Council meeting agendas noted above and include this communication and attachments, in color, in the January 26, 2021 Committee of the Whole meeting packet. Only the ordinance should be included in the February and March meeting packets.

Thank you.

RZ20-05

**Bruceton Farm Services Inc.
Unit Block Brookhaven Road**

DRAFT ORDINANCE

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF CERTAIN PARCELS OF REAL ESTATE IN THE SIXTH WARD OF THE CITY OF MORGANTOWN FROM R-1, SINGLE-FAMILY RESIDENTIAL DISTRICT TO B-2, SERVICE BUSINESS DISTRICT AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WERE FULLY SET FORTH HEREIN.

Properties included in this ordinance are identified as: Tax District 14, Tax Map 45; Parcels 5.2, 6, 7, and 7.4.

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the zoning designation for Tax District 14, Tax Map 45; Parcels 5.2, 6, 7, and 7.4 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-2, Service Business District.
2. That the Official Zoning Map be accordingly changed to show said zoning classifications.

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

FIRST READING:

Mayor

ADOPTED:

FILED:

RECORDED:

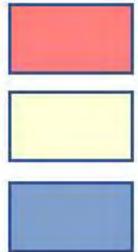
City Clerk



Monongalia Parcel Viewer



RZ20-05
Bruceton Farm
Service Inc.
Unit Block of
Brookhaven Road



B-2, District
R-1, District
Changing from R-1 to B-2

RZ20-05

**Bruceton Farm Services Inc.
Unit Block Brookhaven Road**

**STAFF REPORT AND
APPLICATION MATERIALS**



MORGANTOWN PLANNING COMMISSION

December 10, 2020

6:30 p.m.

By Electronic Means

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.

STAFF REPORT

CASE NO: RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

REQUEST and LOCATION:

Request by Howard Goodstein on behalf of Bruceton Farm Service, Inc. for a Zoning Map Amendment to reclassify properties located in the Unit Block of Brookhaven Road from R-1, Single-Family Residential District to B-2, Service Business District.

TAX MAP NUMBER(s) and ZONING DESCRIPTION:

Tax District 14, Tax Map 45, Parcels 5.2 & 6; R-1, Single-Family Residential District and Tax District 14, Tax Map 45, Parcels 7 & 7.4; R-1, Single-Family Residential District and B-2, Service Business District.

SURROUNDING ZONING:

North and West: B-2, Service Business District

East: R-1, Single-Family Residential District

South: R-1, Single-Family Residential District and portions of Unincorporated Monongalia County.

BACKGROUND:

The petitioner seeks to amend the zoning map by changing the zoning classification for the subject premises from R-1 to B-2. Addendum A of this report identifies the location of the subject site and illustrates the existing and proposed zoning and property ownership for the subject premises and immediate area.

The current land use classification for these locations is "Dwelling, Single-Family." Staff believes the proposed zoning map amendment would be considered a permitted map amendment and not "spot zoning" because the subject area adjoins the B-2 zoning district. Accordingly, the proposed zoning map amendment would be a boundary adjustment of the B-2 zoning district.

ANALYSIS:

The subject premises are situated near the intersection of Earl L. Core Road and Brookhaven Road. The properties are located directly south of the U.S. Interstate 68 on and off ramps associated with Exit 4.

As Addendum A illustrates, the petitioner's proposed zoning map amendment would expand the B-2, Service Business zoning district. The Unit Block of Brookhaven Road has limited development including some residential uses, a commuter parking lot, and wooded areas. The properties are located near the City of Morgantown corporate limits.

**Development Services
Department**

John Whitmore, AICP
Interim Director

389 Spruce Street
Morgantown, WV 26505
304.284.7431



MORGANTOWN PLANNING COMMISSION

December 10, 2020

6:30 p.m.

By Electronic Means

President:

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Planning Commissioners:

Sam Loretta, 1st Ward

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William Blosser, 3rd Ward

Bill Petros, 4th Ward

Michael Shuman, 5th Ward

Ronald Dulaney, City Council

AJ Hammond, City Admin.

Addendum B of this report provides Article 1347 “B-2, Service Business District” and Table 1331.05.01 “Permitted Land Uses” of the Planning and Zoning Code. It is included as a resource to understand the density, intensity, and land uses permitted in the B-2, District.

Comprehensive Plan Concurrence

As recommended in Chapter 9 “Implementation” of the 2013 Comprehensive Plan Update, 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.

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.

The properties are incorrectly identified as a “Developed Area” in the 2013 City of Morgantown Comprehensive Plan and as such, no development or conservation priority is established in the Land Management Map.

 **Developed Areas:** Existing developed areas outside the city where neither a conservation nor development intent applies.

These properties are identified in the Conceptual Growth Framework map as “Controlled Growth” locations and in the Pattern and Character map as Mountain/Valley Corridor.

It appears the requested zoning classification change for the subject properties from R-1 to B-2 is in concurrence with the Comp Plan’s principals for infill and redevelopment land management 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 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.

Staff encourages the Planning Commission to review the Comp Plan for guidance as Addendum C is not intended to represent a complete comparative assessment and there is a known issue with the Land Management Map as it relates to these properties.

**Development Services
Department**

John Whitmore, AICP
Interim Director

389 Spruce Street
Morgantown, WV 26505
304.284.7431



MORGANTOWN PLANNING COMMISSION

December 10, 2020

6:30 p.m.

By Electronic Means

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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.

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, Service Business District is the appropriate zoning classification for the petitioner's development premises, 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 Development Services Department that the petitioner's request to reclassify the property to B-2, Service Business District is supported by the intent, location, pattern and character goals set forth in the 2013 Comprehensive Plan Update. Staff recommends approval of the zoning map amendment as requested.

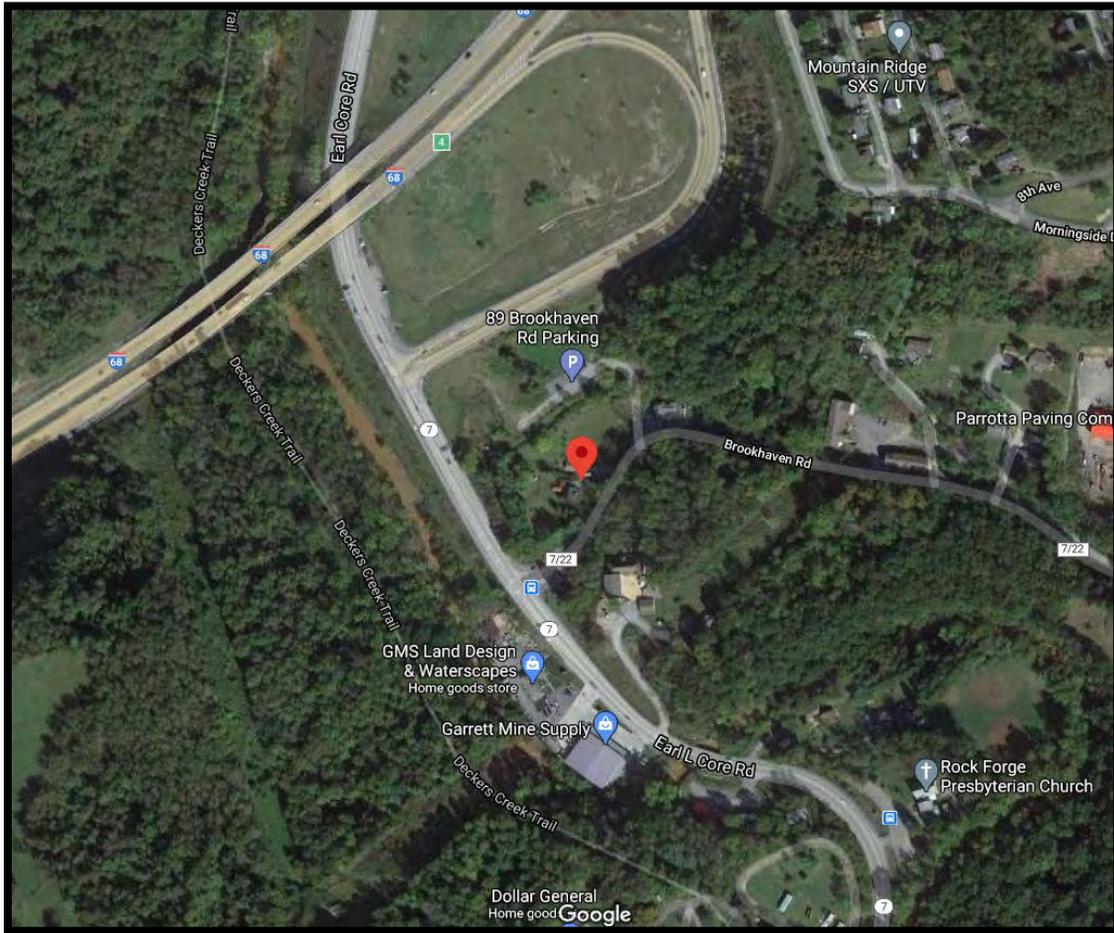
**Development Services
Department**

John Whitmore, AICP
Interim Director

389 Spruce Street
Morgantown, WV 26505
304.284.7431

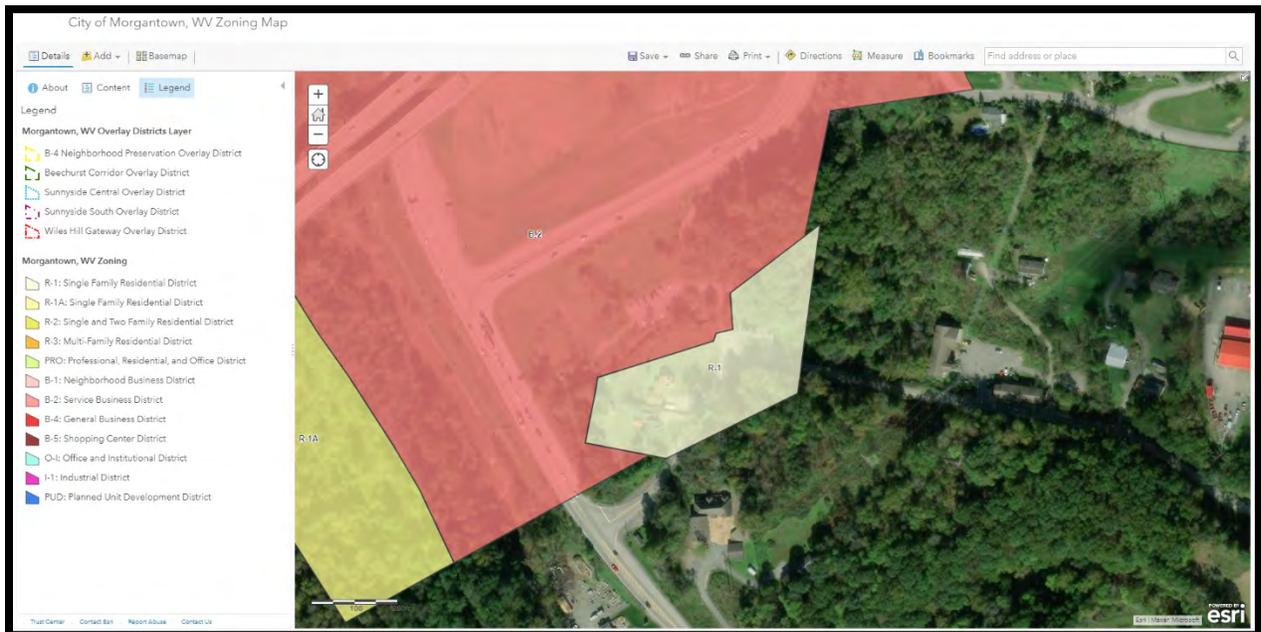
STAFF REPORT ADDENDUM A

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road



STAFF REPORT ADDENDUM A

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road



STAFF REPORT ADDENDUM B

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

§ 1345.07

MORGANTOWN CODE

(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 feet above the sidewalk and extend no closer than three feet from the curb line. An encroachment permit is required.
(Ord. No. 06-01, 1-3-2006 ; Ord. No. 18-36, 12-4-2018)

Sec. 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*

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

Sec. 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.

Sec. 1347.02. Permitted and conditional uses.

See the Permitted Land Use Table 1331.05.01.

Sec. 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.

Sec. 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

*Cross references—Outdoor kennels—see P. & Z. 1331.06(7), (24); daycare facility—see P. & Z. 1331.06(19).

State law reference—Group residential facility—see W. Va. Code 8A-11-2.

CD13:750

STAFF REPORT ADDENDUM B

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

PART THIRTEEN—PLANNING AND ZONING CODE

§ 1347.07

- (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 feet from the rear property line and ten 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 times the normal side yard setback requirements.

Sec. 1347.05. Building height, use and size.

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

(b) The maximum height of an accessory structure shall not exceed 20 feet.
(Ord. No. 06-40, 11-21-2006)

Sec. 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 facade of a building and any street right-of-way.

Sec. 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 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.

CD13:751

STAFF REPORT ADDENDUM B

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

§ 1347.07

MORGANTOWN CODE

- (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 feet wide, or the same width as an existing but incomplete sidewalk along the same side of the street.

Sec. 1347.08. Landscaping.

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

ARTICLE 1349. B-4, GENERAL BUSINESS DISTRICT*

- Sec. 1349.01. Purpose.
- Sec. 1349.02. Permitted and conditional uses.
- Sec. 1349.03. Lot provisions.
- Sec. 1349.04. Setbacks and encroachments.
- Sec. 1349.05. Building height.
- Sec. 1349.06. Floor area ratio (FAR).
- Sec. 1349.07. Lot area per dwelling unit (residential density).
- Sec. 1349.08. Parking and loading standards.
- Sec. 1349.09. Performance standards.
- Sec. 1349.10. Landscaping.

Sec. 1349.01. Purpose.

The purposes of the General Business District (B-4) are to:

- (a) Promote development of a compact, pedestrian-oriented central business district consisting of a high-intensity employment center, vibrant and dynamic mixed-use areas, and residential living environments that provide a broad range of housing types for an array of housing needs;
- (b) Promote a diverse mix of residential, business, commercial, office, institutional, education, and cultural and entertainment activities for workers, visitors, and residents;
- (c) Encourage pedestrian-oriented development within walking distance of public transit opportunities at densities and intensities that will help to support transit usage and businesses;
- (d) Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction;

*Cross references—Outdoor kennels—see P. & Z. 1331.06(7), (24); daycare facility—see P. & Z. 1331.06(19).

State law reference—Group residential facility—see W. Va. Code 8A-11-2.

CD13:752

STAFF REPORT ADDENDUM B

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

PART THIRTEEN—PLANNING AND ZONING CODE

§ 1331.05

C — Use is allowed only as a conditional use in a particular zoning district subject to the limitations and conditions specified; a conditional use permit is required.

Empty — Use is not permitted in a particular zoning district.

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

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

Table 1331.05.01: Permitted Land Uses

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	O1	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	

CD13:705

STAFF REPORT ADDENDUM B

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

§ 1331.05

MORGANTOWN CODE

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

CD13:706

STAFF REPORT ADDENDUM B

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

PART THIRTEEN—PLANNING AND ZONING CODE

§ 1331.05

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
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
Helipad or Helipad								C		C	C	
Home Improvement Center							P	C		P		
Home Occupation, Class 1	A	A	A	A	A	A	A	A	A	A	A	2
Home Occupation, Class 2	C	C	C	C	C	C	C	C	C	C	C	2
Hospital	C	C	C	C		C	P	C		P	C	
Hotel							P	P	P	P		
Hotel, Full-service							P	P	P	P		1
Hypermarket							P			P		
Industrial Equipment Repair Establishment											P	
Industrial Park											P	

CD13:707

STAFF REPORT ADDENDUM B

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

§ 1331.05

MORGANTOWN CODE

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Industrial Supplies Establishment											P	
Industry, Heavy											C	32
Industry, Light							C			C	P	9, 10
Instructional Studio		C	C	C		P	P	P		P		28, 29
Junkyard											C	17
kennel, Commercial						C	P					7
Laboratories									P	P	P	9, 10
Laundromat			C	C		P	P	P		P		28, 29
Liquor Store							P	P		P		
Lodging or Rooming House			C	P			P					
Manufactured Homes	P	P	P	P	P							16
Manufactured Housing Sales											P	
Manufacturing, Heavy											P	32
Marina, Commercial							C	C		C	C	14
Marina, Private							C	C		C	C	14
Marine Supplies Establishment							P			P	P	9, 10
Medical Cannabis Dispensary							P			P		
Medical Cannabis Growing Facility											P	
Medical Cannabis Processing Facility										P	P	
Mixed Use Building			C	P		P	P	P	P	P		20, 26, 28
Motel							P	P		P		
Motorcycle Sales Establishment							P			P		
Movie Theater, Large							P	C		P		
Movie Theater, Small						P	P	P		P		28
Multi-Use Nonresidential Building					C	C		C	P		P	29
Newsstand		C	C	C		P	P	P	P	P		29
Nursery, Plant							P	C		C		
Nursing Home				P			P		P			
Office Building					P	C	P	P	P	P	P	
Office Equipment Repair Establishment							P	P		P	P	4, 9, 10
Office, Medical					P		P	P	P	P		
Office Park									C	P	P	
Office Supplies Establishment						P	P	P	P	P		28
Oil Change Facility							P	P		P	P	
Outdoor Flea Market						C	C	C		C		
Outdoor Storage							C			C	P	

CD13:708

STAFF REPORT ADDENDUM B

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

PART THIRTEEN—PLANNING AND ZONING CODE

§ 1331.05

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Outdoor Storage, Seasonal							P			P	P	
Park and Recreational Services	C	C	C	P		P	P	P	P			11, 28
Parking Lot, Principal Use				C		P	P	C		P	P	
Parking Structure, Principal Use				C		P	P	C		P	P	28
Passenger Station, Motor Bus, Railroad						C	P	P		P	P	
Pawnshop						P	P	P		P		28
Penal/Correctional Institution											C	
Personal Services Establishment				C	P	P	P	P	C	P		28, 29
Personal Storage Facility							C			C	C	15
Private Club							C			P	P	18
Professional Services Establishment			C	C	P	P	P	P		P		28, 29
Recreation Facility, Commercial, Outdoor						C	P			P		11
Recreational Facility, Commercial, Indoor						C	P			P		11
Recyclable Collection Center/ Solid Waste Transfer Station											P	6
Recycling Center										P	P	
Repair, Small Engine and Motor Shop							P	P		P	P	4, 9, 10
Research and Development Center									C	P	P	
Restaurant				P		P	P	P	P	P		27, 28, 29
Restaurant with Drive-in							P	P	P	P		
Restaurant, Family			C	P		C	P	P	P	P		28, 29
Restaurant, Fast Food						C	P	P	P	P		22, 25, 27
Restaurant, Private Club						C	P	C		P	P	18, 27
Restaurant, Private Wine						P	P	P		P	P	
Retail Sales Establishment						P	P	P		P		28
Re-use of Closed/Vacant School or Church	C	C	C	C		C	C	C				
Salvage Yard											C	
School (K-12), Private	C	C	C	C		C	P	P		P		
Sexually Oriented Business											C	
Shooting Range, Indoor							C			C	P	
Shopping Center, Large Scale							P			P		
Shopping Center, Medium Scale							P			P		
Shopping Center, Small Scale							P			P		

CD13:709

STAFF REPORT ADDENDUM B

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

§ 1331.05

MORGANTOWN CODE

Uses	R-1	R-1A	R-2	R-3	PRO	B-1	B-2	B-4	OI	B-5	I-1	Supplemental Regulations
Snack Bar/Snack Shop				C		P	P	P	A	P		28, 29
Sporting Goods Establishment						C	P	P		P		
Tavern						P	P	P		P	P	21, 28
Taxicab Service							P			P	P	23
Telecommunications Class I	P	P	P	P	P	P	P	P	P	P	P	30
Telecommunications Class II			P	P		P	P	P	P	P	P	30
Telecommunications Class III						C	C	C		C	C	30
Transient Amusement Enterprise							P			P	P	
Terminal, Truck or Motor Freight											P	
University or College, Private							C	P		P		
Upholstery/Interior Decorating Service							P	P		P		4
Video Gaming/Lottery Establishment											P	13
Veterinary Clinic					C	P	P	P		P		7, 28
Warehousing/Distribution									P		P	21
Wellness Center			C	C	P	C	P	P	P	P		29
Wholesale Establishment									P	P	P	
Wrecker Service							C				P	

(Ord. No. 06-37, 11-8-2006; Ord. No. 06-48, 12-5-2006; Ord. No. 07-17, 6-5-2007; Ord. No. 07-19, 6-5-2007; Ord. No. 07-20, 6-5-2007; Ord. No. 07-53, 11-6-2007; Ord. No. 09-08, 3-3-2009; Ord. No. 09-16, 5-5-2009; Ord. No. 09-29, 7-7-2009; Ord. No. 11-44, 11-1-2011; Ord. No. 12-27, 7-3-2012; Ord. No. 13-32, 7-2-2013; Ord. No. 16-38, 8-2-2016; Ord. No. 16-43, 9-6-2016; Ord. No. 16-48, 10-4-2016; Ord. No. 17-27, 7-5-2017; Ord. No. 18-14, 4-3-2018; Ord. No. 18-23, 7-10-2018; Ord. No. 18-24, 6-5-2018; Ord. No. 18-29, 10-16-2018)

Sec. 1331.06. Supplemental regulations pertaining to permitted land uses table.

(1) A full-service hotel with ten or more separate guest rooms that also has an accessory restaurant within the same building may have a private club located within the establishment.

(2) Home occupations shall be permitted when the following conditions can be met:

- a. A home occupation Class 1 is considered an accessory use, and is personal to the applicant, is not transferable to any other person, and does not apply to any other business of the applicant.
- b. A home occupation Class 2 is considered a conditional use, and is personal to the applicant, is not transferable to any other person, and does not apply to any other business of the applicant.

CD13:710

STAFF REPORT ADDENDUM C

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

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.	<input type="checkbox"/> Concurrence <input checked="" type="checkbox"/> Inconsistent <input type="checkbox"/> N/A or Inconclusive
<i>The subject premises are located at the city's edge and are expected to create additional demand for development.</i>		
Principal 2	Expansion of the urban area will occur in a contiguous pattern that favors areas already served by existing infrastructure.	<input type="checkbox"/> Concurrence <input checked="" type="checkbox"/> Inconsistent <input type="checkbox"/> N/A or Inconclusive
<i>The subject premises are located near an automotive transit destination (Exit 4 of U.S. Interstate 68). New infrastructure will be required to support increased development intensity available with the B-2, Service Business District.</i>		
Principal 3	Downtown, adjacent neighborhoods and the riverfront will be the primary focus for revitalizations efforts.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
<i>The premises are located at the periphery of the city's corporate limits and may encourage sprawl development in areas without zoning or local building and life-safety code compliance. However, opportunities for transit-oriented design and other development that would complement the interstate are not readily available with R-1. Single-Family Residential and could be considered at odds with the expected development character of an interstate exit.</i>		
Principal 4	Existing neighborhoods throughout the city will be maintained and/or enhanced.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
<i>The location of the property in the context of the city's urban boundaries is unique. The properties are not identified as being an any city neighborhood and are bounded by a interstate highway to the north, a major arterial highway to the west and unincorporated Monongalia County to the south and east.</i>		

STAFF REPORT ADDENDUM C

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

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.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
	<i>Site and building design are extraneous to the petitioner's zoning map amendment request.</i>	
Principal 6	Development that integrates mixed-uses (residential, commercial, institutional, civic, etc.) and connects with the existing urban fabric is encouraged.	<input checked="" type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input type="checkbox"/> N/A or Inconclusive
	<i>Mixed-use development patterns are permitted in the B-2 District, as opposed to the R-1, District that is predominantly geared to detached single-family dwellings on large parcels. The opportunity of more intense residential, nonresidential, and/or mixed-use development of the subject premises appears possible with the B-2, District.</i>	
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.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
	<i>The map amendment would not result in any immediate street or pedestrian network improvements.</i>	
Principal 8	A broad range of housing types, price levels and occupancy types will provide desirable living options for a diverse population.	<input checked="" type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input type="checkbox"/> N/A or Inconclusive
	<i>The reclassification of the premises currently zoned R-1 to B-2 appears to advance more diverse housing types. Specifically, higher density townhouses, multi-family dwellings and other residential housing options would be permitted as opposed to only single-family dwellings permitted in the R-1, District.</i>	
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.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
	<i>Site design is extraneous to the petitioner's zoning map amendment request.</i>	
Principal 10	Parks, open space, and recreational areas are incorporated as part of future development.	<input type="checkbox"/> Concurrence <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A or Inconclusive
	<i>Site design is extraneous to the petitioner's zoning map amendment request.</i>	

STAFF REPORT ADDENDUM C

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

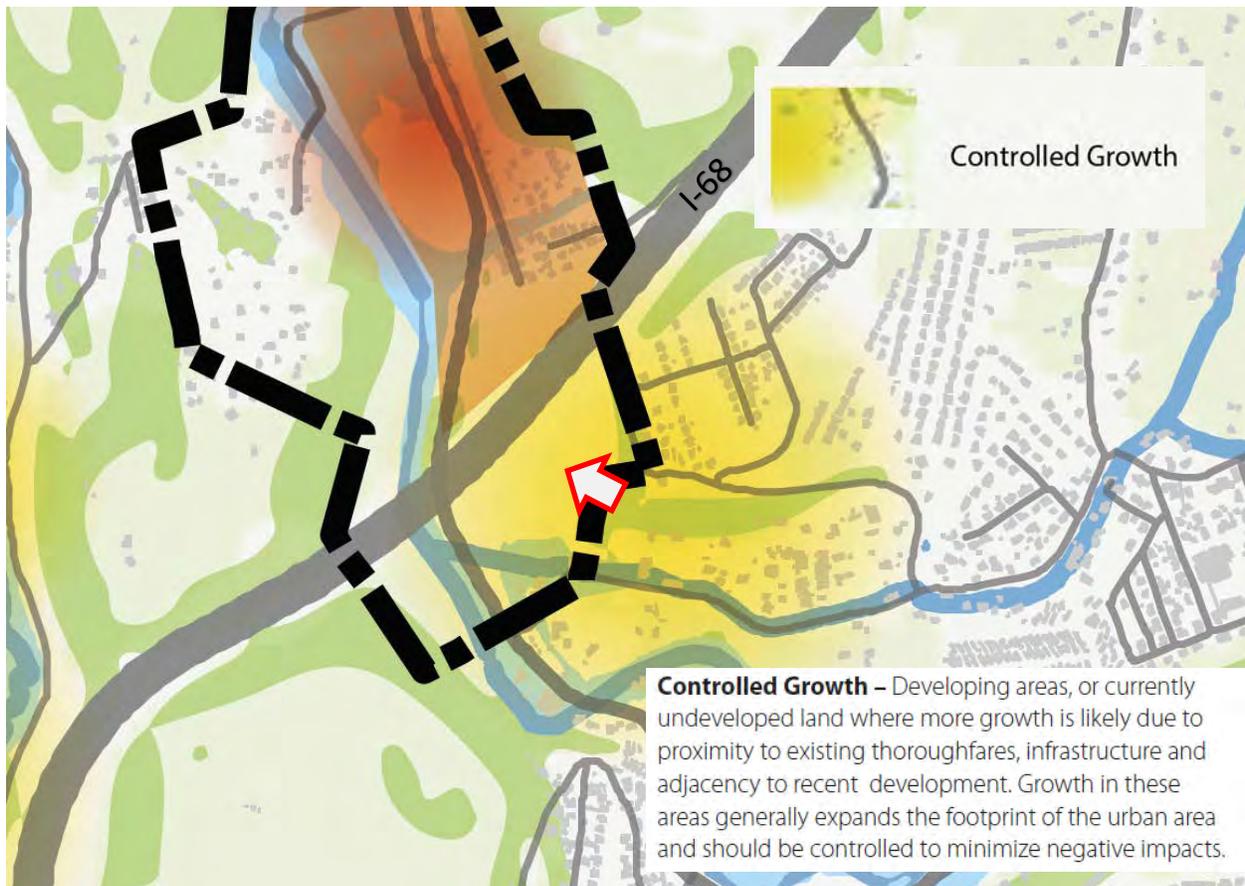
Principal 11 Environmentally sensitive and sustainable practices will be encouraged in future developments. Concurrence
 Inconsistent
 N/A or Inconclusive

Site design is extraneous to the petitioner's zoning map amendment request.

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 properties within a **“Controlled Growth”** concept area.



STAFF REPORT ADDENDUM C

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

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 below is clipped from **Map 3 – Pattern and Character** included on Page 27 of the 2013 Comprehensive Plan Update. The subject properties are located within the “**Mountain / Valley Corridor**” pattern and character area.



Mountain / Valley Corridor. Mountain / Valley Corridors are narrow strips of development that occur along roadways that trace ridges and valleys. They have many qualities associated with rural development such as streets that lack curb and gutter, small, one or two story buildings, and each address typically has direct driveway access to the thoroughfare. However, unlike typical rural areas where buildings are often set back far from the street, development in these corridors is often clustered in pockets that are very close to the street. Uses along these corridors tend to be eclectic, including single-family and multi-family residential, commercial, light industrial, warehousing and other uses.

STAFF REPORT ADDENDUM C

RZ20-05 / Bruceton Farm Service, Inc. / Unit Block Brookhaven Road

The graphic below is clipped from **Map 4 – Land Management** included on Page 39 of the 2013 Comprehensive Plan Update. 424 Evans Street is incorrectly identified as being a “**Developed Area**” and does not have a desired development type identified in the Comprehensive Plan.



Developed Areas: Existing developed areas outside the city where neither a conservation nor development intent applies.



OFFICE USE
CASE NO. RZ20-05

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)

I. OWNER / APPLICANT					
Name:	Bruceton Farm Service, Inc.			Phone:	304-291-6980
Mailing Address:	116 Shannon Drive			Mobile:	304-216-5118
	Street	Morgantown	WV	26508	Email: hgoodstein@bfscompanies.com
	City	State	Zip		
II. AGENT / CONTACT INFORMATION					
Name:	Howard Goodstein			Phone:	304-291-6980
Mailing Address:	116 Shannon Drive			Mobile:	304-216-5118
	Street	Morgantown	WV	26508	Email: hgoodstein@bfscompanies.com
	City	State	Zip		
Mailings:	Send all correspondence to (check one): <input type="checkbox"/> Applicant OR <input checked="" type="checkbox"/> Agent/Contact				
III. PROPERTY					
Street Address (if assigned):	19 and 21 Brookhaven Road, Morgantown, WV				
Tax Map(s) #:	45	Parcel(s) #:	5.2 and 6	Size (sq. ft. or acres):	.41 acres
Current Zoning Classification:	R1		Proposed Zoning Classification:	B2	
Current Land Use:	Residential		Proposed Land Use*:	Commercial	
<p><i>*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.</i></p>					
IV. ATTEST					
<p>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.</p>					
Type/Print Name of Applicant/Agent		Type/Print Name of Applicant/Agent		Date	



OFFICE USE
CASE NO. RZ20-05

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)

I. OWNER / APPLICANT					
Name:	Bruceton Farm Service, Inc.			Phone:	304-291-6980
Mailing Address:	116 Shannon Drive			Mobile:	304-216-5118
	Street	Morgantown	WV	26508	Email: hgoodstein@bfscompanies.com
	City	State	Zip		
II. AGENT / CONTACT INFORMATION					
Name:	Howard Goodstein			Phone:	304-291-6980
Mailing Address:	116 Shannon Drive			Mobile:	304-216-5118
	Street	Morgantown	WV	26508	Email: hgoodstein@bfscompanies.com
	City	State	Zip		
Mailings:	Send all correspondence to (check one): <input type="checkbox"/> Applicant OR <input checked="" type="checkbox"/> Agent/Contact				
III. PROPERTY					
Street Address (if assigned):	29 Brookhaven Road, Morgantown, WV				
Tax Map(s) #:	45	Parcel(s) #:	7 and 7.4	Size (sq. ft. or acres):	.63 and .23 acres
Current Zoning Classification:	R1		Proposed Zoning Classification:	B2	
Current Land Use:	Residential		Proposed Land Use*:	Commercial	
<i>*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.</i>					
IV. ATTEST					
<p>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.</p>					
Type/Print Name of Applicant/Agent		Type/Print Name of Applicant/Agent		Date	

RZ20-05

**Bruceton Farm Services Inc.
Unit Block Brookhaven Road**

**PUBLIC HEARING
MATERIAL**

John Whitmore

From: tarasouth@aol.com
Sent: Tuesday, December 8, 2020 1:01 PM
To: John Whitmore
Subject: RZ20-05/Bruceton Farm Service Inc./Unit Block of Brookhaven Road

Dear Mr. Whitmore-

As you recommended, please accept this message concerning the above referenced rezoning petition.

As property owners directly across Brookhaven Road from the petitioned rezoning area, we are **strongly against the approval of this petition**. The area in question, the intersection of Brookhaven Road and State Route 7 East, is currently one of the most congested and dangerous intersections in the County. This petition from Bruceton Farm Service, if granted, will most likely result in another BFS Gas Station/Convenience Store and the additional traffic impact coming from I68 will further exacerbate the traffic flow from Brookhaven Road onto Route 7 and from Route 7 East through Sabraton and into Morgantown and surrounding areas.

This intersection is currently overloaded due to several housing developments further up Brookhaven Road, Route 7 East and the Summer School Road area. It amazes us that this petition would even be considered as a viable business location. However, for the Petitioner it must be very attractive for just those reasons. Continuous, heavy traffic flow 24/7 with a seemingly unending supply of customers. And we're sure the City Planners see this as a Golden Goose for the City coffers. However, we beseech them to consider the fallout from such an arrangement. I doubt any of them live in or near the Brookhaven Road, Route 7 East, or Summer School Road area. But those of us who do see this petition as another encroachment of big business to an area that is currently zoned as a single family residential area. Allowing this to be rezoned to a Commercial Business Service area will definitely have an adverse impact on our community. And the resulting traffic issues will only cost the City more in the long run. This zoning would additionally have an adverse impact on property values in the area that would also not be conducive to our community's growth.

We join with our neighbors to strongly urge the Planning Commission to deny this rezoning request now and in the future. If you want to fix something, try tackling the current traffic problem at that intersection rather than adding an additional load to an already severely overloaded area. Don't wait for a school bus loaded with children to be hit broadside when pulling out of Brookhaven Road onto Route 7.

Thank you for submitting our email to the Planning Commission for consideration of our strong objections.

Jerry and Brenda Dixon
3025 Earl L Core Road, Morgantown, WV 26508