



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 28, 2020
7:00 p.m.

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:

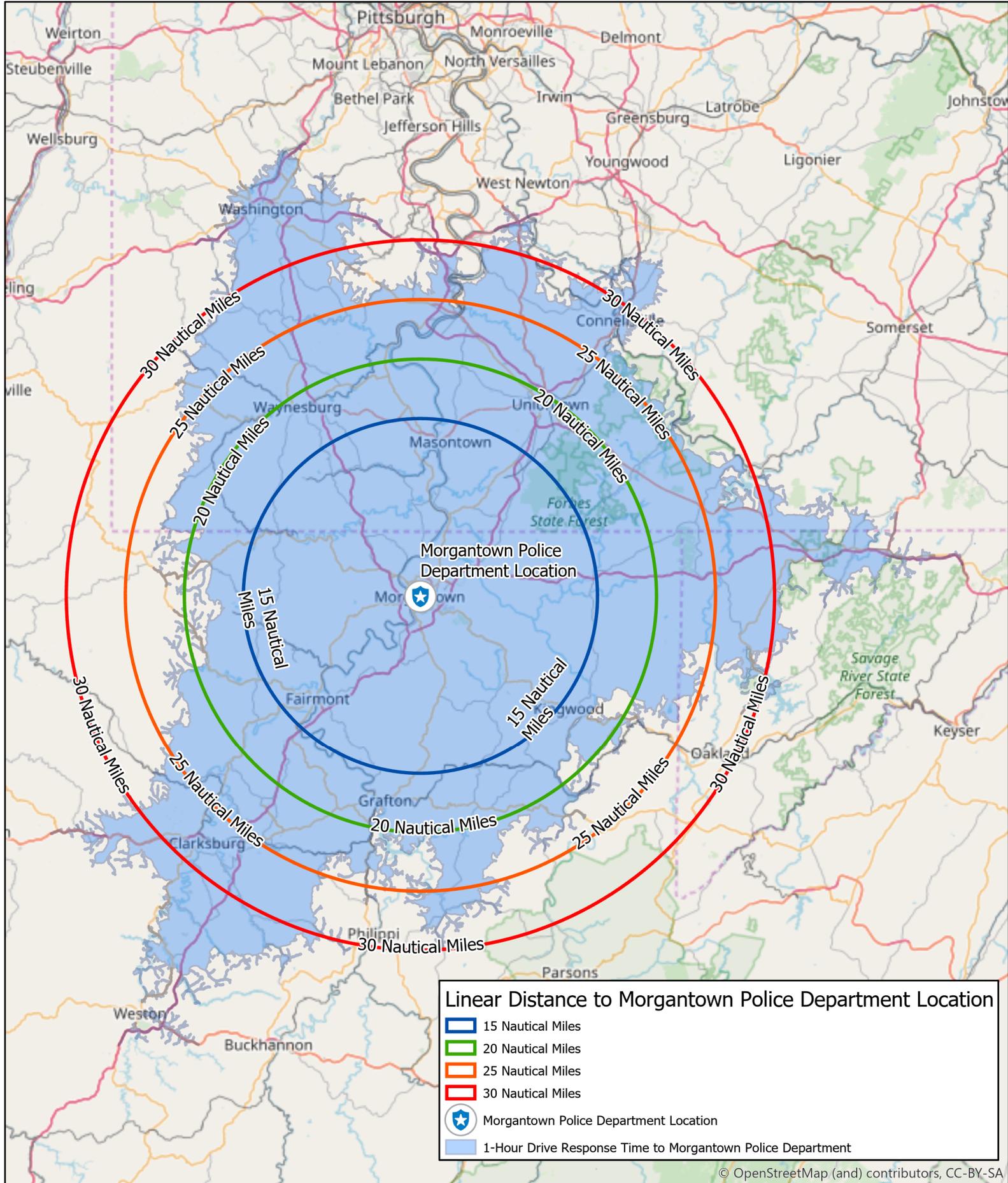
1. Revising Civil Service Code for Residency Requirements – Presenters: Jerry Summers, Chair, Police Civil Service Commission
2. Proposed Sharps Container – Presenter: Lee B. Smith, Executive Director of Monongalia County Health Department
3. Regulating Construction of Sidewalks and Amending Development Standards: Chris Fletcher, City Planner and Damien Davis, City Engineer

PUBLIC PORTION:

ITEMS FOR DISCUSSION:

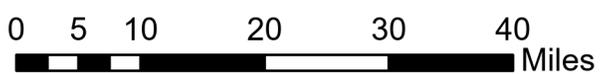
1. Amend Police Civil Service Rules Concerning Residency Requirements
2. Regulating Construction of Sidewalks and Amending Development Standards
3. Ordinance Revising Morgantown Code Penalties for Cannabis Possession
4. Ordinance Approving a Lease for Air Quality Sampler Shelter
5. Ordinance Providing for Audit Reporting by the Land Reuse and Preservation Agency
6. Ordinance Amending the Boundaries of Certain Zoning Overlay Districts
7. Kayak/Bike Rental Facility at the Walnut Street Landing/HRM Riverfront
8. December 2019 Monthly General Fund Finance Report and Detailed Budget Report

IF YOU NEED AN ACCOMMODATION CONTACT US AT 304-284-7439



Tuesday, December 31, 2019

Morgantown Police Department Nautical Mile and Drive Time Analysis



AN ORDINANCE AMENDING SECTION 529.99 OF THE CITY CODE RELATING TO GENERAL OFFENSES INCLUDING CONTROLLED SUBSTANCES

WHEREAS, Section 529.99 prescribes specific penalties for certain violations of Municipal Code Article 529, which establishes criminal offenses relating to persons; and

WHEREAS, City Council desires to amend these penalty provisions to establish a specific penalty for the crime of possession of small amounts of marijuana that is not a synthetic analogue nor mixed with other substances; and

WHEREAS, City Council recognizes that establishment of this penalty applies only to offenses prosecuted in the Municipal Court of the City and will not impact charges brought by other jurisdictions such as the County Sheriff's office, the West Virginia State Police, or the West Virginia University Police; and

WHEREAS, City Council recognizes that establishing this municipal penalty will not ensure that persons within the City are prosecuted in the Municipal Court, that Morgantown police officers may issue citations under state law for the offense, and that any person may be prosecuted for the offense under state law; and

WHEREAS, City Council believes that establishing the minimum penalty for possession of small amounts of marijuana will promote social justice and limit undesirable impacts on those charged with such offenses;

NOW, THEREFORE, The City of Morgantown hereby ordains that Section 529.99 of the City Code is amended as follows:

529.03. CONTROLLED SUBSTANCES.

(a) Except as authorized by West Virginia Code Chapter 60A, no person shall manufacture, deliver or possess with intent to manufacturer or deliver, a controlled substance classified in Schedule V under West Virginia Code 60A-2-211 or 60A-2-212.

(b) Except as authorized by West Virginia Code Chapter 60A, no person shall create, deliver or possess with intent to deliver a counterfeit substance classified in Schedule V under West Virginia Code 60A-2-211 or 60A-2-212.

(c) No person shall knowingly or intentionally possess a controlled substance as defined in West Virginia Code 60A-1-101 unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his professional practice, or except as otherwise authorized by West Virginia Code Chapter 60A.

(d) No person shall knowingly or intentionally:

- (1) Create, distribute or deliver, or possess with intent to distribute or deliver, an imitation controlled substance; or

(2) Create, possess or sell or otherwise transfer any equipment with the intent that such equipment shall be used to apply a trademark, trade name or other identifying mark, imprint, number or device, or any likeness thereof, upon a counterfeit substance, an imitation controlled substance or the container or label of a counterfeit substance or an imitation controlled substance.

The provisions of subsection (d)(1) hereof shall not apply to a practitioner who administers or dispenses a placebo.

529.99. PENALTY.

(a) Whoever violates Section 529.01(a) or 529.02(a) shall be fined not more than one hundred dollars (\$100.00) or imprisoned not more than thirty days, or both.

(b) Whoever violates Sections 529.01(b), 529.02(b) or 529.04 shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than thirty days, or both.

(c) Any person who violates Sections 529.03 by possessing no more than 15 grams of marijuana, as it is defined by West Virginia Code Chapter 60A, Article 1, Section 101, Paragraph (r), excluding any compound, manufacture, salt, immediate derivative, mixture, or preparation of the plant Cannabis sativa L. or its seeds or resin, and which has not undergone any process defined as the manufacture of a controlled substance pursuant to West Virginia Code Chapter 60A, Article 1, Section 101, Paragraph (q), as they may be amended or succeeded, shall be fined no more than fifteen dollars (\$15.00) and shall not be penalized by imprisonment.

This Ordinance is effective upon adoption.

FIRST READING:

Mayor

ADOPTED:

RECORDED:

City Clerk

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT THE MORGANTOWN MUNICIPAL AIRPORT

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached agreement, which is incorporated in this Ordinance by reference, leasing space to the West Virginia Department of Environmental Protection at the Morgantown Municipal Airport, along with any ancillary documents necessary to entering the lease agreement.

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:

CONTRACT OF LEASE

THIS CONTRACT OF LEASE, made _____, 20__, by and between the **CITY OF MORGANTOWN**, as Lessor, hereinafter referred to as "Lessor," and the **STATE OF WEST VIRGINIA**, by the **DEPARTMENT OF ADMINISTRATION, REAL ESTATE DIVISION**, hereinafter referred to as "Lessee".

WHEREAS, pursuant to provisions of Chapter 5A, Article 10, Code of West Virginia, as amended, a Chief Executive Officer of the **DEPARTMENT OF ENVIRONMENTAL PROTECTION** certifies that the space herein leased is necessary for the proper function of this department, and if the leasehold is not State property, that satisfactory space is not otherwise available in other buildings now owned by the State; and

WHEREAS, the **DEPARTMENT OF ADMINISTRATION, REAL ESTATE DIVISION** by executing this lease, hereby leases the premises for use by the **DEPARTMENT OF ENVIRONMENTAL PROTECTION**, hereinafter referred to as "Tenant".

NOW THEREFORE, THIS CONTRACT OF LEASE WITNESSETH:

That for and in consideration of the full and complete performance of the covenants, terms, and conditions hereinafter set forth, the Lessor hereby leases unto the Lessee, for use by the Tenant, the following described Premises:

A 15' x 20' area, for the purpose of erecting an Office of Air Quality Sampling Shelter, on the northwestern corner of the property commonly known as Morgantown Airport at the junction of Routes 119 and 857 in the City of Morgantown, Monongalia County, West Virginia (hereinafter referred to as the "Premises") as depicted in the attached site plan Exhibit "A".

The parties hereto covenant and bind themselves as follows:

(1) USE

Tenant shall use the Premises for location for an Air Monitoring Device and in compliance with all applicable federal, state and local laws, codes, rules and regulations ("Laws").

(2) TERM AND NOTICES

The term of this Contract of Lease, subject to the provisions hereof, shall commence on **SEPTEMBER 1, 2019**, and end at midnight on **AUGUST 31, 2024**. This Contract of Lease shall be considered renewed for each ensuing fiscal year during the term of the Contract of Lease unless it is canceled by the Lessee before the end of the then current fiscal year.

Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:

To the Lessee

Department of Administration
Real Estate Division
601 57th Street S.E., Suite #3
Charleston, WV 25304

To the Lessor

City of Morgantown
389 Spruce Street
Morgantown, WV 26505

(3) LESSOR'S WORK

- (a) Preparation of Premises

INTENTIONALLY LEFT BLANK**(4) TENANT'S WORK**

Lessor hereby consents to Tenant performing any Tenant's work required to maintain its equipment, so long as such work is undertaken in accordance with all applicable Federal Aviation Administration ("FAA") regulations and in a manner that does not interfere with airport operations.

(5) RENT

(a) Base Rent. The Lessee covenants that the Tenant shall pay unto the Lessor as rent for the premises herein leased, the sum of **ONE DOLLAR (\$1.00) ANNUALLY** payable upon receipt of invoice from Lessor to the Tenant and payable on the first day of every month for the preceding month during the term of this Contract of lease. Tenant shall also pay Lessor a prorated rent for any fractional or partial month if the Commencement Date falls on any other day than the first day of the calendar month as described in Section 2 above.

(6) UTILITIES AND OTHER RELATED SERVICES

(a) Tenant. Tenant, at its expense, shall furnish and provide payment for all utilities to the applicable company or vendor for the benefit of the leased Premises:

(b) Interruption. If any utilities or services are interrupted for reasons within Lessor's control and as a result, Tenant's use of the Premises is interrupted for three (3) consecutive business days, Tenant's obligation to pay Rent shall equitably abate commencing upon the fourth (4th) business day and continuing until such time as the interruption ceases. In the event Tenant's ingress to or egress from the Premises is interfered with such that Tenant is unable to conduct its business at the Premises for a period in excess of three (3) consecutive business days, Tenant's Rent shall equitably abate commencing upon the fourth (4th) business day and continuing until such time as the interference ceases.

(7) MAINTENANCE

(a) Lessor. Lessor, at its own expense shall maintain reasonable entry and access to the tenant's property.

(b) Tenant. Tenant, at its sole expense, shall maintain its personal property, equipment, and trade fixtures within the interior of the Premises.

(c) Compliance with Laws. Tenant shall use and maintain the Premises in compliance with all applicable Laws during the Term hereof, excluding those items that are the responsibility of Lessor hereunder.

(8) DEFAULT

(a) Tenant's Default. In the event Lessee or Tenant defaults in any of the covenants contained herein, the Lessor shall notify the Lessee, in writing, of such default and if such default is not corrected within sixty (60) days after Lessee's receipt of written notice, the Lessor may terminate the Lease upon providing ten (10) days written notice of termination to Lessee.

(b) Lessor Default. If Lessor fails to perform any of its obligations under this Lease, and said failure shall continue for a period of twenty (20) days after receipt of written notice of default from Lessee (provided such default can be cured within twenty (20) days and if not, then within a reasonable time thereafter, provided Lessor commenced such cure within twenty (20) days and thereafter diligently pursues such cure to completion), Tenant shall have the right to terminate the Lease upon provision of written notice to Lessor.

(c) Damages. [RESERVED]

(d) General. In all instances of default, the non-defaulting party shall use reasonable efforts to mitigate its damages. All rights and remedies of Lessor, Lessee, and Tenant enumerated herein shall be cumulative and shall not be construed to exclude any other rights or remedies available under this Lease, at law or in equity. No waiver of any right or remedy by a party on one occasion shall constitute a waiver of the same right or remedy on future occasions. In the event of an emergency, the cure periods set forth in Sections 8(a) and 8(b) shall be shortened to a period of time reasonable under the circumstances. An emergency situation is a condition which threatens the Premises or building with the probability of imminent substantial damage or destruction or which creates an imminent risk of personal injury.

(9) EQUIPMENT AND TRADE FIXTURES

Tenant, at its sole expense, shall be entitled to install such equipment and trade fixtures in the Premises as it deems necessary or appropriate for the conduct of its business. Such equipment and trade fixtures shall remain the personal property of Tenant and may be removed by Tenant on or before the expiration or termination of this Lease, provided that Tenant, at its sole expense, shall immediately repair any damage resulting from such removal. Tenant, upon prior notice to Lessor, shall be entitled to make such alterations and improvements to the Premises as Tenant deems necessary or advisable for its business so long as such alterations and improvements are nonstructural in nature, do not affect the building systems, do not affect the exterior of the building or any Common Areas, and are made in compliance with all applicable Laws. Lessor shall not charge any supervisory fees in connection with any such alterations and improvements by Tenant. Tenant shall not permit any mechanic's liens to be filed in connection with such work. Within thirty (30) days after Tenant receives written notice of the filing of any such mechanic's lien, Tenant shall cause such lien to be released or discharged. Tenant shall not be required to remove any equipment or trade fixtures by or for Tenant in compliance with the terms of this lease; provided, however, that Tenant shall remove equipment or trade fixtures at its sole expense, in Lessor's discretion and upon Lessor's written notice to Tenant, if such equipment or trade fixtures were placed in violation of this Agreement or violate applicable laws or regulations including Lessor's grant assurances to FAA, and upon the termination of this Lease for any reason. In the event that the Tenant desires to remove any said equipment or trade fixtures, Tenant shall, at its sole expense, on or before the expiration or termination of this Lease, immediately repair any damage resulting from such removal.

(10) INSURANCE

Throughout the Term, Lessor shall maintain and timely provide payment for, at its sole cost and expense, commercial general liability insurance with coverage limits of at least \$1,000,000.00 for liability resulting from injury or death, and from damage to property, occurring in or about the Premises. In addition, Lessor shall keep the Premises insured against fire, windstorm, and other casualty, under an all risk policy of insurance, written in standard form, in the full replacement value thereof. Throughout the Term, Lessee shall maintain and timely provide payment for, at its sole cost and expense, commercial general liability insurance with coverage limits of at least \$1,000,000.00 for liability resulting from injury or death, and from damage to property, occurring in or about the Premises.. In addition, Lessee shall keep its leasehold interest in the Premises insured against fire, windstorm, and other casualty, under an all risk policy of insurance, written in standard form, in the full replacement value thereof.

(11) TAXES AND ASSESSMENTS

Lessor and Tenant are public entities exempt from real estate taxes.

(12) TRANSFER OR ASSIGNMENT OF LEASE

The Lessee agrees not to transfer or assign this lease, or sublet the subject premises without the written consent of the Lessor except, however, the Lessee may, at its option, reassign this lease and the space leased herein to another State agency other than the tenant named herein, with all other terms and conditions remaining the same throughout the remainder of the term of the lease.

(13) DAMAGE TO PREMISES BY FIRE, ETC.

It is agreed by and between the parties hereto that in the event the premises are destroyed or damaged by fire, natural elements, or other cause to such an extent that continued occupancy by the Tenant would be impractical, the Lessee shall give immediate notice thereof to the Lessor, in writing, and this lease shall terminate. If only a part of the premises shall be rendered untenable, leaving the remainder suitable for occupancy, the rental shall be proportionately abated until the premises have been repaired. The Lessor shall have five (5) days from receipt of such notice to decide whether or not to repair the premises. Any repairs undertaken must be completed within a reasonable length of time after Lessor's decision. Should Lessor decide not to repair the premises, this lease shall terminate, and Lessee shall deliver possession of the premises to the Lessor and thereupon be relieved of any and all liability hereunder or concerning the premises except for any unpaid rent through the final day of occupancy.

(14) PROVISIONS FOR IMMEDIATE TERMINATION

It is further agreed by and between the parties hereto that this lease shall be considered canceled, without further obligation on the part of the Lessee, if the State Legislature or the Federal Government should subsequently fail to appropriate sufficient funds therefore, or should otherwise act to impair this lease or cause it to be canceled [see West Virginia Code § (5A-10-5(c)(2))], or in the event it shall become unlawful to maintain a State facility on leased premises. In any event aforementioned, the Lessee may immediately redeliver possession of the premises to the Lessor and thereupon be relieved from any and all obligations hereunder or concerning the premises except for rent accruing prior to such date of redelivery and any obligation to remove Lessee's or Tenant's property from the Premises.

(15) CANCELLATION OF LEASE

It is further agreed by and between the parties hereto that the Department of Administration, as Lessee, shall have the right to cancel this lease, without further obligation on the part of the Lessee, upon giving thirty (30) days' written notice to the Lessor, such notice being given at least thirty days prior to the last day of the succeeding month [see West Virginia Code §5A-10-5(c)(1)].

(16) ACCESS TO PREMISES

Upon reasonable prior notice to Tenant, Lessor and its representatives shall have the right to enter the Premises at all reasonable times during regular business hours to inspect the same, to maintain and repair the Premises and the building, to post such reasonable notices as Lessor may desire to protect its rights, and during the ninety (90) days immediately preceding the expiration of the Term (provided Lessee has not exercised any available renewal options), to exhibit the Premises to prospective tenants, and to place upon the doors or in the windows of the Premises ordinary "for rent" or "for lease" signs. Notwithstanding the foregoing, Lessor shall have the right to enter the Premises at any time in response to an emergency situation. An emergency situation is a condition which threatens the Premises or building with the probability of imminent substantial damage or destruction or which creates an imminent risk of personal injury.

(17) STRUCTURAL OR OTHER CHANGES TO PREMISES

In the event the Tenant requires structural or other changes in said premises to improve the use and efficiency of same, and if said changes are approved by the Secretary of the Department of Administration, and if said changes are completed by Lessor at its cost and expense, the Lessee agrees to reappraise and renegotiate this lease to arrive at a fair rental value, if warranted.

(18) SUBORDINATION AND NONDISTURBANCE

(a) Subordination and Nondisturbance. Upon notice to the Lessee, Lessor shall have the right to place upon the building and underlying real property any mortgages which Lessor or its lender(s) deem advisable. Such mortgages shall have priority over this Lease and Lessee's and Tenant's rights hereunder. At Lessor's request, Lessee shall execute any and all instruments, the form of which must conform to the State of West Virginia's Constitution and laws, necessary to subordinate this Lease to any such mortgages, provided that each such mortgagee executes a non-disturbance agreement which provides that so long as Tenant is not in default of this Lease, Lessee's and Tenant's right to possession of the Premises and other rights under this Lease, including, without limitation, any options to renew, rights of first refusal, and right to terminate, shall not be affected or disturbed by the mortgagee in the exercise of any of its rights or remedies against Lessor, nor shall Lessee or Tenant be named as a party defendant to any foreclosure of the lien or mortgage. Furthermore, Lessee shall, within thirty (30) days after receipt of a request therefore, execute and deliver to Lessor an estoppel certificate setting forth the name of both Lessee and Tenant, the date of this Lease, a description of the Premises and the Rent payable therefore, certifying that this Lease is in full force and effect, and certifying that Lessor is not in default of this Lease or specifically enumerating any outstanding events of default by Lessor.

(b) Attornment. In the event that Lessor's mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in its mortgage, Lessee agrees to attorn to such transferee as its new Lessor via an agreement in conformance with the State of West Virginia's Constitution and laws, and this Lease shall continue in full force and effect as a direct lease between Lessee and such transferee, upon all of the terms and conditions contained herein.

(19) SUITABILITY OF PREMISES

Lessee has inspected the Premises and determined the Premises are suitable for use as a State facility and for the conduct of Tenant's business.

(a) Fire and Health Hazards. The Lessor will remove and correct any fire or health hazards not caused by the neglect or acts of the Tenant, its agents, employees or servants which any public authority may order corrected or removed during the Term of this lease. Upon refusal or neglect of Lessor to comply with any such order, the Tenant may comply therewith and deduct the costs from monthly rentals payable thereafter to the Lessor until the Tenant is fully reimbursed therefore.

(b) Environmental. [RESERVED]

(20) PARKING

Tenant shall park in unreserved public parking outside of the fenced runway area and enter by foot only.

(21) ROOFTOP ACCESS

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(22) MISCELLANEOUS

(a) Holding Over. Tenant shall have the right to hold over for up to three (3) months after the expiration of the Term upon the same terms and conditions, including Rent, as were applicable during the just expired Term. If Tenant shall continue in possession of the Premises beyond said three (3) month

holdover period, such continued possession shall be considered an extension of this Lease from month to month until terminated by either party as of the end of any calendar month on not less than thirty (30) days prior written notice, and during such month to month tenancy, all terms and conditions of this Lease shall remain in full force and effect.

(b) Quiet Enjoyment. The Lessor covenants that at the Effective Date of this Lease, Lessor was seized of said Premises as the sole owner(s) thereof, in fee simple, free of all liens, encumbrances and any outstanding interests whatsoever that would impair Lessor's ability to execute this Lease and that upon payment of the rentals as herein set forth, the Tenant shall, at all times during the term of this Lease, peaceably and quietly have, hold, and enjoy the Premises subject to the provisions of this Lease.

(c) Rules and Regulations. Lessor shall have the right to prescribe reasonable nondiscriminatory rules and regulations pertaining to the orderly use, entry, care, cleanliness, operation, and management of the Premises, building, and Common Areas and for the preservation of any property therein and the comfort, quiet and convenience of other occupants in the building or using the Common Areas. Tenant agrees to comply with such rules and regulations, if applicable, and incorporated herein by this reference; provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein granted to Tenant.

(d) Force Majeure. If either party shall be delayed in the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, riots, insurrections, wars, catastrophic events or other reasons beyond the reasonable control of such party, then performance of such act shall be extended for a period equivalent to the period of such delay.

(e) Authority. Lessor hereby represents and warrants that it owns the real property subject of this Lease in fee simple. Each party represents and warrants that it is fully authorized to execute this Lease without obtaining the consent of any third party.

(f) Confidentiality. The Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements is adopted by reference during the term of this lease.

(g) Modification. This Lease shall not be amended or modified in any respect except by a writing which is duly executed by all parties.

(h) Construction. The language used in this Lease was mutually negotiated by the parties and shall not be construed for or against either party. The headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, modifying or amplifying the provisions hereof. Time is of the essence of this Lease and of every term, covenant, and condition hereof.

(i) Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises in substantially the same condition as existed at the Commencement Date, or the Rent Commencement Date if a delay in delivery of the Premises occurs under Section 4(a), ordinary wear and tear and damage by casualty excepted, and in accordance with all other provisions of this Lease.

(j) Severability. If any provision of this Lease is rendered void or invalid by the decision of any court or by the enactment of any Law, such provision will be deemed to have never been included herein and the remainder of the Lease shall continue in full force and effect.

(k) Entire Agreement. This Lease constitutes the entire understanding between the parties. Any representation, obligation, term or condition not contained herein is not binding on the parties.

(l) Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and which taken together, shall constitute one and the same Lease.

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West Virginia
Real Estate Division

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this contract of lease.

CITY OF MORGANTOWN, LESSOR

By _____
Paul J. Brake, City Manager

STATE OF _____,

COUNTY OF _____, TO-WIT:

Before me, a notary public in and for the said County and State, personally appeared the above-named, **Paul J. Brake**, who as **City Manager**, for and on behalf of **CITY OF MORGANTOWN**, as Lessor, and he/she acknowledged the signing of the foregoing lease as a voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand this _____ day of _____ 20____.

My commission will expire _____.

NOTARY PUBLIC

[SEAL]

West Virginia
Real Estate Division

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STATE OF WEST VIRGINIA, LESSEE

By _____
**John K. McHugh, Executive Director of the
Department of Administration, Real Estate Division,
for and on behalf of the DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO WIT:

Before me, a notary public in and for said County and State, personally appeared the above-named, **John K. McHugh, Executive Director, WEST VIRGINIA DEPARTMENT OF ADMINISTRATION, REAL ESTATE DIVISION**, on behalf of **DEPARTMENT OF ENVIRONMENTAL PROTECTION**, an agency of the State of West Virginia, and he acknowledged the signing of the foregoing lease as a voluntary act and deed for and as the act and deed of said **DEPARTMENT OF ENVIRONMENTAL PROTECTION**, for the uses and purposes therein mentioned.

Sworn to before me and subscribed in my presence at Charleston, West Virginia this _____ day of _____, 20____.

My commission will expire on: _____.

[SEAL]

NOTARY PUBLIC

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ACKNOWLEDGED BY: DEPARTMENT OF ENVIRONMENTAL PROTECTION, AS TENANT

By _____
Tammy Thornton, Assistant Chief

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO WIT:

Before me, a notary public in and for said County and State, personally appeared the above-named, **Tammy Thornton, Assistant Chief**, on behalf of **DEPARTMENT OF ENVIRONMENTAL PROTECTION**, an agency of the State of West Virginia, and she acknowledged the signing of the foregoing lease as a voluntary act and deed for and as the act and deed of said **DEPARTMENT OF ENVIRONMENTAL PROTECTION**, for the uses and purposes therein mentioned.

Given under my hand this _____ day of _____, 20____.

My commission will expire _____.

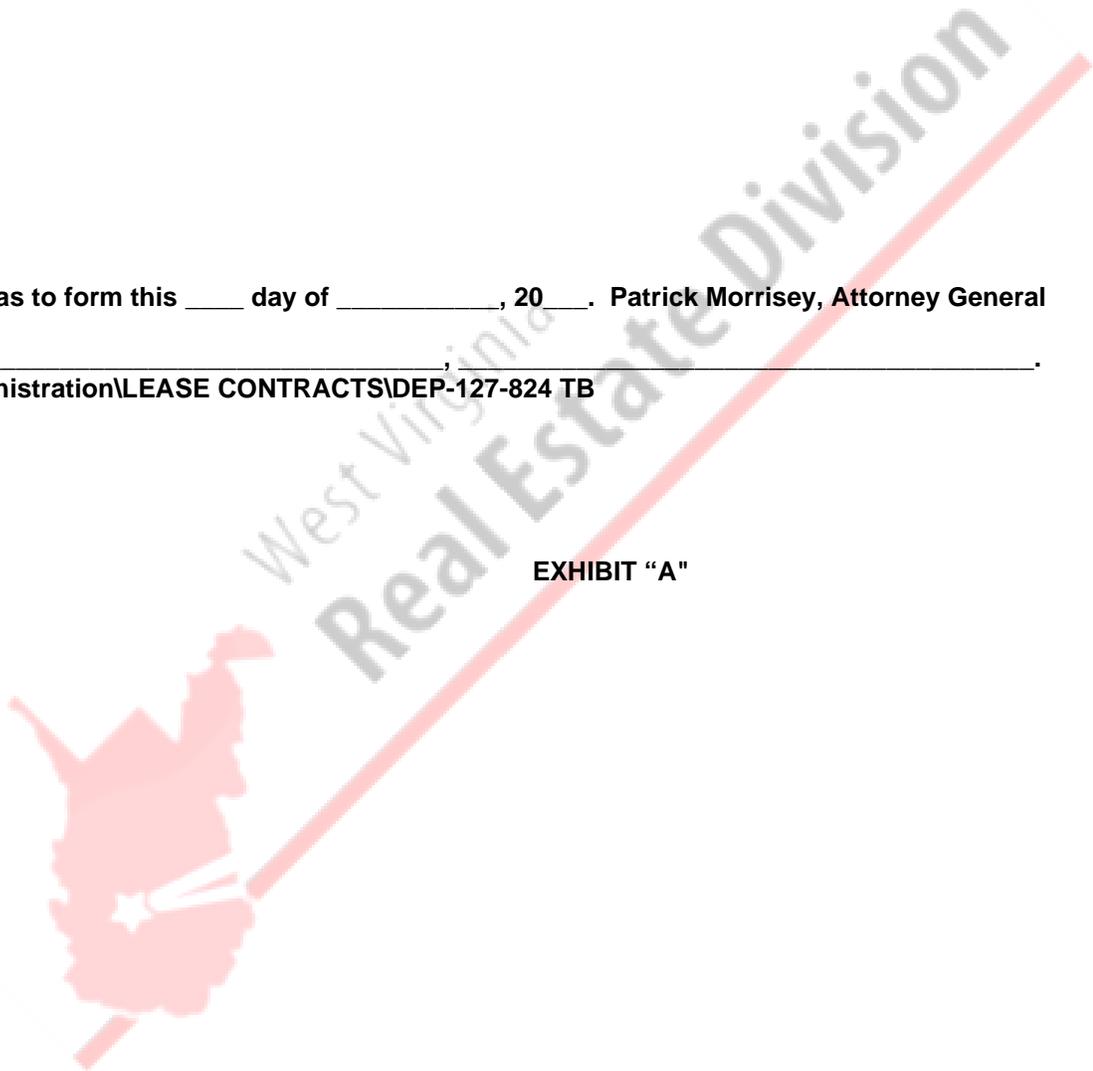
NOTARY PUBLIC

[SEAL]

Approved as to form this ____ day of _____, 20____. Patrick Morrissey, Attorney General

By _____,
RED\Administration\LEASE CONTRACTS\DEP-127-824 TB

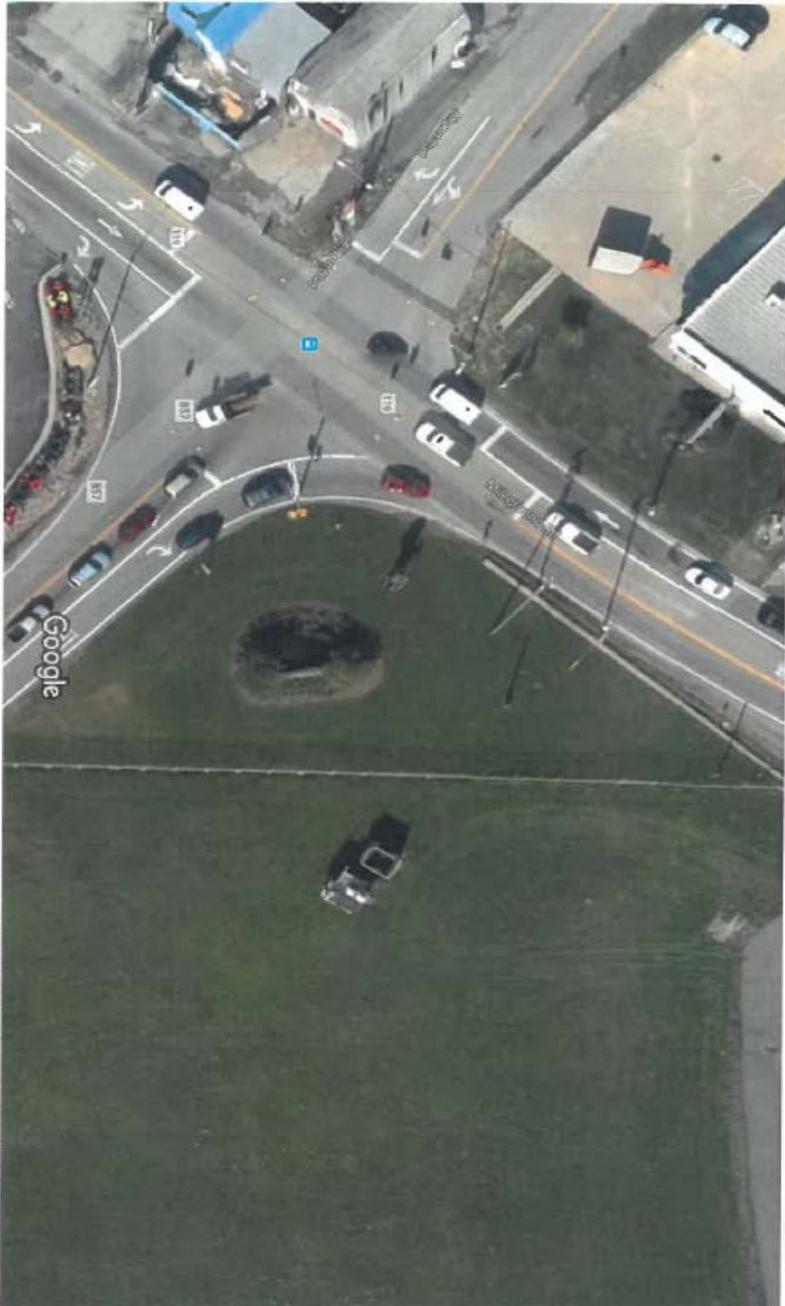
EXHIBIT "A"



8/15/2019

morgantown wv airport - Google Maps

Google Maps morgantown wv airport



Imagery ©2019 Google, Map data ©2019 20 ft

Morgantown Municipal Airport

4.0 ★★★★★ (28)

Airport · 100 Hart Field Rd



Morgantown Airport FBO

<https://www.google.com/maps/search/morgantown+wv+airport/@39.6493478,-79.9211006,75m/data=!3m1!1e3>

1/2

**AN ORDINANCE PROVIDING FOR AUDIT REPORTING BY THE LAND REUSE
AND PRESERVATION AGENCY**

WHEREAS, the City established its Land Reuse and Preservation Agency by adopting Ordinance Number 2018-26 on August 7, 2018, in accordance with the West Virginia Land Reuse Agency Authorization Act codified at West Virginia Code Chapter 31, Article 18E; and

WHEREAS, West Virginia Land Reuse Agency Authorization Act requires, at *W. Va. Code* § 31-18E-18, that the Land Reuse and Preservation Agency submit an audit to the West Virginia Housing Development Fund within 120 days of the close of the fiscal year; and

WHEREAS, in accordance with state law, the City is generally required to procure and submit an audit report within nine months of the close of its fiscal year, generally by March 24th of the succeeding year; and

WHEREAS, the City desires to reduce public expenses and promote efficiency by including the Land Reuse and Preservation Agency within its audit report; and

WHEREAS, in order to accomplish that objective, City Council adopted Ordinance Number 2019-30 authorizing submission of a Home Rule Plan Amendment to the West Virginia Home Rule Board authorizing a change in audit reporting date for the Land Reuse and Preservation Agency; and

WHEREAS, at a public meeting held January 15, 2020, the West Virginia Home Rule Board approved, by unanimous vote, the City's Home Rule Plan Amendment, granting the City authority to change the audit reporting date for the Land Reuse and Preservation Agency to coincide with the City's audit reporting date;

NOW, THEREFORE, the City of Morgantown hereby ordains that Section 147.03 of the City Code is amended as follows:

147.03 POWERS AND DUTIES.

(a) The Agency shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this Article and the West Virginia Land Reuse Agency Authorizing Act, including but not limited to the following:

(1) To adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business;

(2) To sue and be sued in its own name and be a party in a civil action. This paragraph includes an action to clear title to property of the Agency;

(3) To adopt a seal and to alter the same at pleasure;

(4) To borrow from federal government funds, from the state, from private lenders, or from municipalities or counties, as necessary, for the operation and work of the Agency;

(5) To issue negotiable revenue bonds and notes according to the provisions of the West Virginia Land Reuse Agency Authorizing Act;

(6) To procure insurance or guarantees from the federal government or the state of the payment of debt incurred by the Agency and to pay premiums in connection with the insurance or guarantee;

(7) To enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers;

(8) To enter into contracts and intergovernmental cooperation agreements with municipalities or counties for the performance of functions by municipalities or counties on behalf of the Agency or by the Agency on behalf of the City;

(9) To make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Agency. Any contract or instrument signed shall be executed by and for the Agency if the contract or instrument is signed, including an authorized facsimile signature, by:

(A) The chair or vice chair of the Agency; and

(B) Either:

(i) The secretary or assistant secretary of the Agency; or

(ii) The treasurer or assistant treasurer of the Agency;

(10) To procure insurance against losses in connection with the real property, assets, or activities of the Agency;

(11) To invest money of the Agency at the discretion of the board in instruments, obligations, securities, or property determined proper by the board and to name and use depositories for its money;

(12) To enter into contracts for the management of, the collection of rent from, or the sale of real property of the Agency;

(13) To design, develop, construct, demolish, reconstruct, deconstruct, rehabilitate, renovate, relocate, and otherwise improve real property or rights or interests in real property;

(14) To fix, charge, and collect rents, fees, and charges for the use of real property of the Agency and for services provided by the Agency;

(15) To grant or acquire licenses, easements, leases, or options with respect to real property of the Agency;

(16) To enter into partnerships, joint ventures, and other collaborative relationships with municipalities, counties, and other public and private entities for the ownership, management, development, and disposition of real property;

(17) To organize and reorganize the executive, administrative, clerical, and other departments of the Agency and to fix the duties, powers, and compensation of employees, agents, and consultants of the Agency; and

(18) To do all other things necessary or convenient to achieve the objectives and purposes of the Agency;

(19) To administer the City's Land Preservation Program, as established by Ordinance No. 2018-26 and any successors thereto or policies adopted thereunder

(20) To adopt rules governing the following matters: (1) duties of officers; (2) attendance and participation of members at regular and special meetings; (3) a procedure to remove a member by a majority vote of the other members for failure to comply with a rule; and (4) other matters necessary to govern the conduct of a land reuse agency.

(21) To initiate expedited quiet title actions as authorized by West Virginia Code section 31-18E-16, as it may be amended.

(b) The Agency shall annually submit an audit of income and expenditures to the West Virginia Housing Development Fund within nine months of the close of the fiscal year of the City. A duplicate of the audit shall be filed with the governing body of the City.

This ordinance shall be effective upon adoption. The City Clerk is directed to deliver a copy of this Ordinance to the West Virginia Housing Development Fund.

Adopted this ____ day of _____, 2020

FIRST READING:

Mayor

ADOPTED:

FILED:

City Clerk

RECORDED:



MEMORANDUM

Date: 15 JAN 2020
To: Paul Brake, City Manager..... *via email*
Christine Wade, City Clerk *via email*
RE: City Council Committee of the Whole Agenda – 28 JAN 2020
RZ20-01 | Modifications to Boundaries of certain Overlay Districts

During its 09 JAN 2020 hearing, the Planning Commission voted unanimously to forward a recommendation to City Council to approve the administratively requested boundary modifications to certain overlay districts. These modifications reflect Monongalia County Assessor’s digitized tax parcel boundaries and remedy cartographic errors in the current related overlay district boundaries.

Attached herewith is the Staff Report presented to the Planning Commission and the draft ordinance. PLEASE NOTE:

- The Planning Commission included in its recommendation to City Council a minor modification to the boundary of the Sunnyside Central Overlay District (SCOD), which is reflected in the draft ordinance and called out in the Staff Report.
- The draft ordinance includes additional text amendments requested by the City Attorney following the Planning Commission’s 09 JAN 2020 consideration. The City Attorney and I agree the additional text amendments included in the ordinance do not alter and serve to enhance the Planning Commission’s recommendation. This matter is also called out in the Staff Report.

The following dates will keep to standard Planning and Zoning Code Map Amendment protocol:

City Council Meetings

Committee of the WholeTUE, 28 JAN 2020

First Reading:TUE, 04 FEB 2020

Public Hearing and Second Reading:TUE, 03 MAR 2020

Please include this item on the City Council meeting agendas noted above and include this communication and documents attached herewith in the 28 JAN Committee of the Whole meeting packet (in color). Only the ordinance and its exhibits should be included in the 04 FEB and 03 MAR meeting packets (in color).

Thank you.

STAFF REPORT

RZ20-01

Modifications to certain Overlay District Boundaries



MORGANTOWN PLANNING COMMISSION

January 9, 2020
6:30 p.m.
City Council Chambers

President:

TBD

Vice-President:

TBD

Planning Commissioners:

Sam Loretta, 1st Ward

Tim Stranko, 2nd Ward

William Blosser, 3rd Ward

Bill Petros, 4th Ward

Michael Shuman, 5th Ward

Peter DeMasters, 6th Ward

Carol Pyles, 7th Ward

Ronald Dulaney, City Council

AJ Hammond, City Admin.

STAFF REPORT

CASE NO: RZ20-01 / Administrative / Overlay Zoning Districts

REQUEST:

Administratively requested realignment of certain Overlay Zoning Districts on the “Official Zoning Map” to reflect Monongalia County Assessor’s digitized tax parcel mapping and to remedy cartographic errors in the current overlay district boundaries.

BACKGROUND and ANALYSIS:

Morgantown City Council, acting on the recommendation of the Planning Commission, approved Ordinance 2019-29 on 03 DEC 2019, which repealed and replaced the City’s “Official Zoning Map” with updated zoning district boundaries. Specifically, the updated zoning district boundaries reflected the Monongalia County Assessor’s digitized tax parcel mapping and remedied cartographic errors.

The next phase of updating the City’s “Official Zoning Map” for online access is to address the following four (4) overlay zoning districts in the same manner:

1. SCOD, Sunnyside Central Overlay District [Article 1361];
2. SSOD, Sunnyside South Overlay District [Article 1361];
3. BCOD, Beechurst Corridor Overlay District [Article 1361]; and
4. B-4NPOD, B-4 Neighborhood Preservation Overlay District [Article 1362].

It should be noted that the area covered by the ISOD, Interstate Sign Overlay District is described in Article 1359 and has never been included on the City’s “Official Zoning Map.”

Additionally, the Airport Overlay District provides a three-dimensional area of regulatory operation with relative geospatial coordinates in conjunction with Federal Aviation Administration (FAA) guidelines. The area covered by the Airport Overlay District continues to be illustrated in the exhibit attached to and made a part of Ordinance 2014-49. Therefore, the geography of the Airport Overlay District should remain separate from the City’s “Official Zoning Map.”

To address the ISOD, Interstate Sign Overlay District and the Airport Overlay District, in addition to the four (4) overlay districts listed above, the following zoning text amendment is included in Staff’s recommendation.

Development Services

Christopher Fletcher, AICP
Director

John Whitmore, AICP
Senior Planner

Planning Division

389 Spruce Street
Morgantown, WV 26505
304.284.7431



MORGANTOWN PLANNING COMMISSION

January 9, 2020
6:30 p.m.
City Council Chambers

President:

TBD

Vice-President:

TBD

Planning Commissioners:

- Sam Loretta, 1st Ward
- Tim Stranko, 2nd Ward
- William Blosser, 3rd Ward
- Bill Petros, 4th Ward
- Michael Shuman, 5th Ward
- Peter DeMasters, 6th Ward
- Carol Pyles, 7th Ward
- Ronald Dulaney, City Council
- AJ Hammond, City Admin.

1331.01 ESTABLISHMENT OF ZONING DISTRICTS

(B) In addition to the zones listed above, portions of the City may be classified according to the following overlay zones (also referred to as overlay districts):

Abbreviation	Description
ISOD	Interstate Sign Overlay District
<u>Airport Overlay District</u>	
SCOD	Sunnyside Central Overlay District
SSOD	Sunnyside South Overlay District
BCOD	Beechurst Corridor Overlay District
B-4NPOD	B-4 Neighborhood Preservation Overlay District

(C) ~~The~~ With the exception of the Interstate Sign and Airport Overlay Districts, zone and overlay zone boundaries are shown on the Official Zoning Map. The area covered by the Interstate Sign Overlay District is described in Article 1359. The area covered by the Airport Overlay District is shown in the Ordinance 2014-49

STAFF RECOMMENDATION:

Staff advises the Planning Commission to recommend to City Council:

1. That the "Official Zoning Map" be updated to include the boundaries of the four (4) overlay districts presented herein as illustrated in Addendum A to this report; and,
2. That Section 1331.01, Paragraphs (B) and (C) be amended as provided herein.

Proposed text amendments provided in draft ordinance include City Attorney modifications recommended following Planning Commission consideration.

Development Services

Christopher Fletcher, AICP
Director

John Whitmore, AICP
Senior Planner

Planning Division

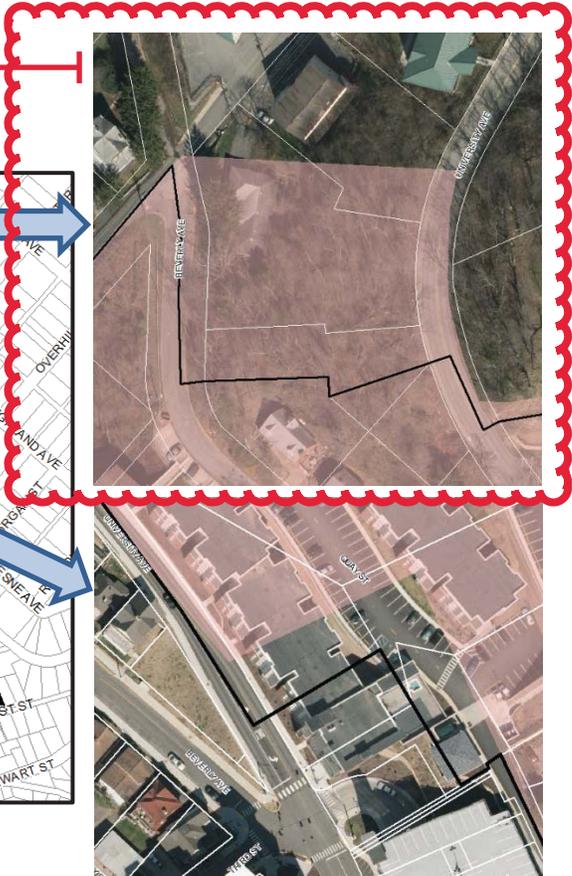
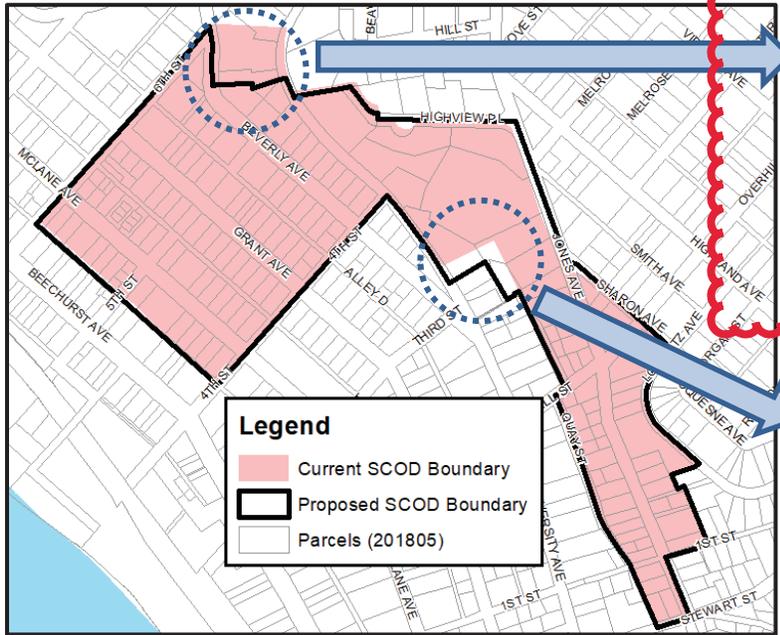
389 Spruce Street
Morgantown, WV 26505
304.284.7431

STAFF REPORT ADDENDUM A

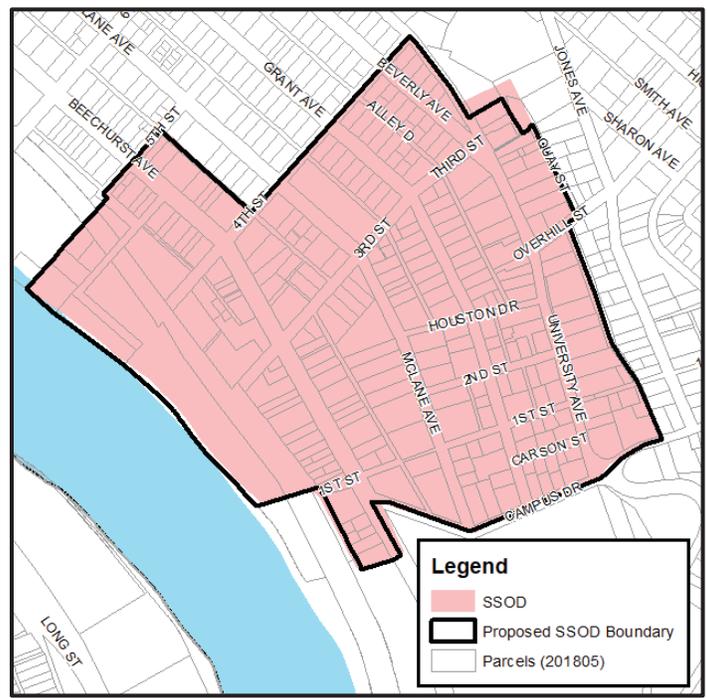
RZ20-01 / Administrative / Zoning Map Overlay Districts

See Planning Commission recommended revision illustrated on the following page.

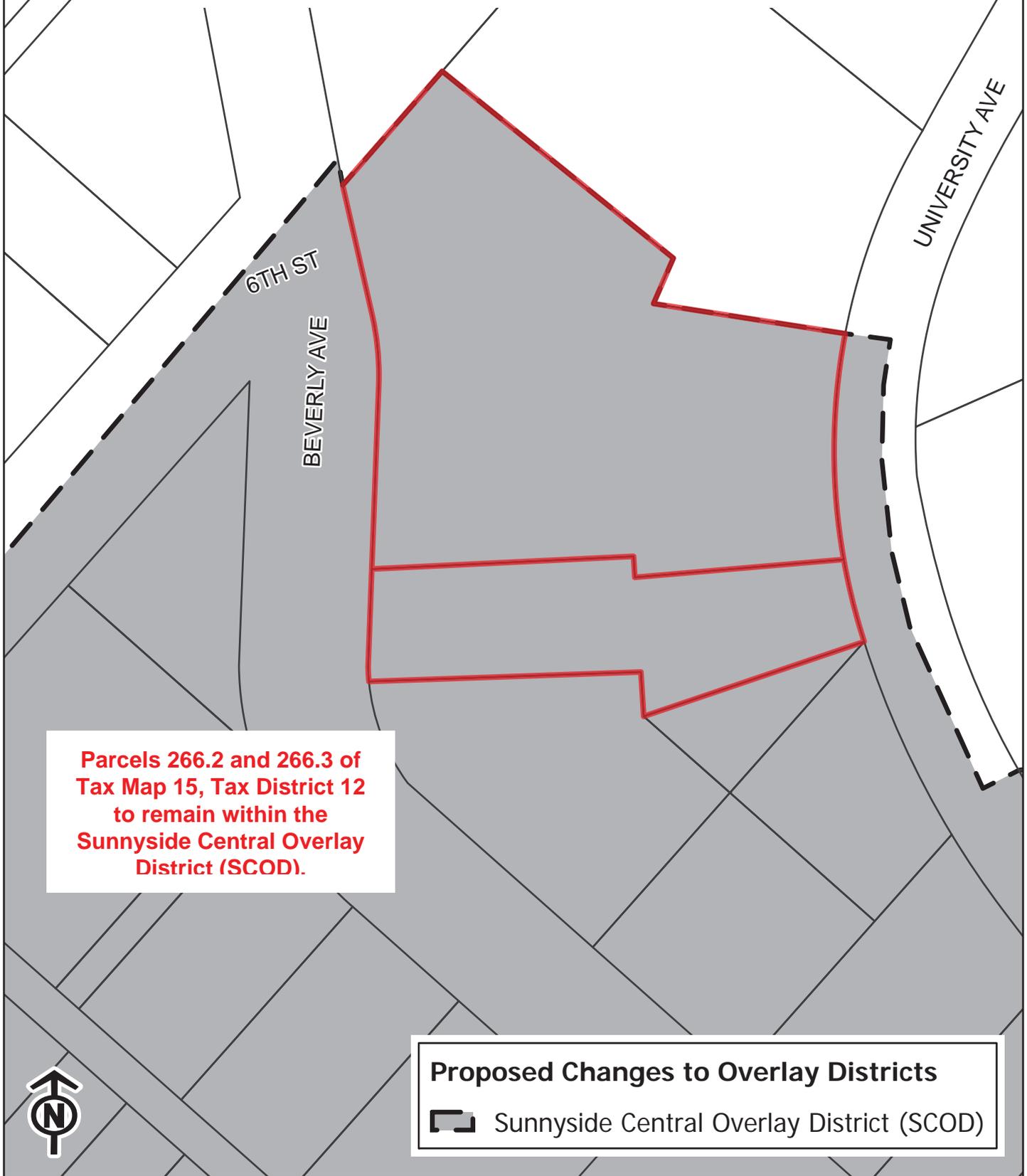
SCOD, Sunnyside Central Overlay District



SSOD, Sunnyside South Overlay District



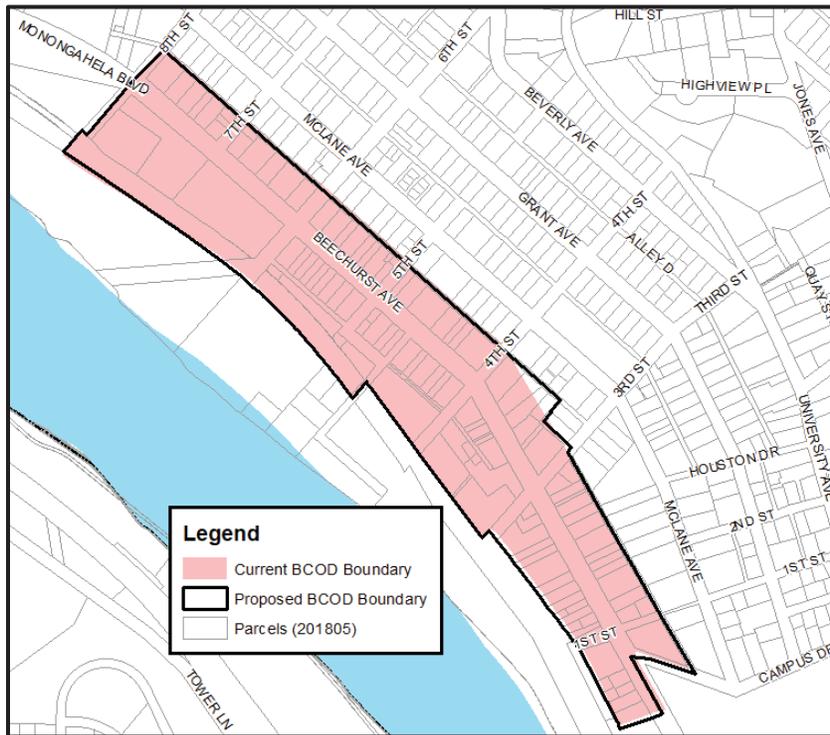
**RZ20-01
Planning Commission
Revision to Staff Recommendation**



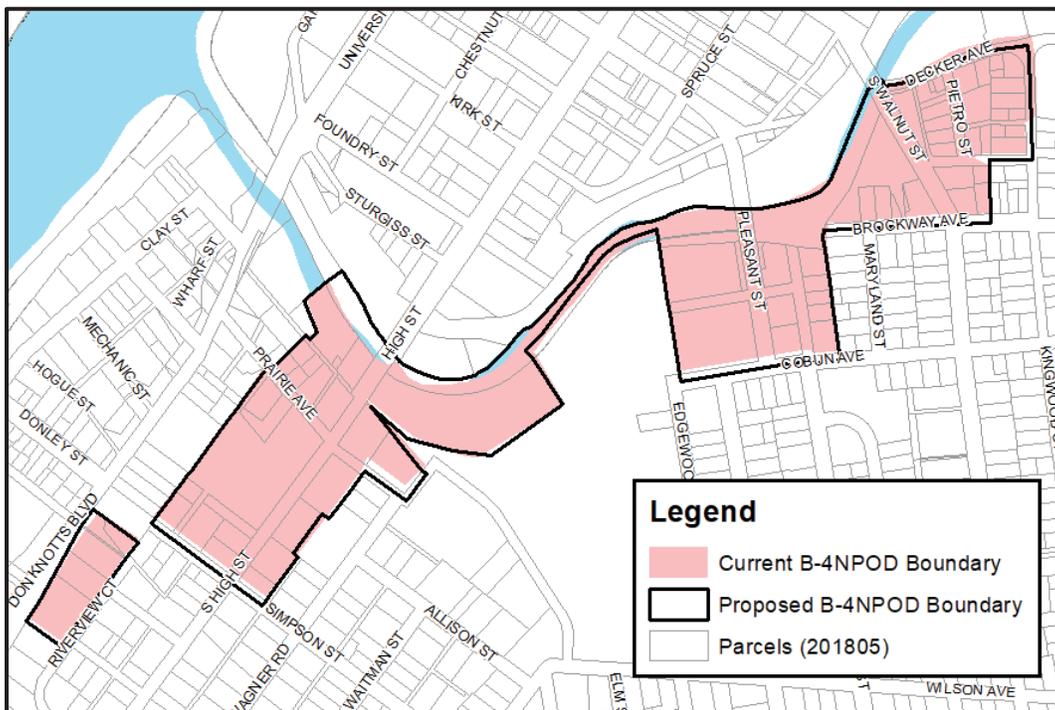
STAFF REPORT ADDENDUM A

RZ20-01 / Administrative / Zoning Map Overlay Districts

BCOD, Beechurst Corridor Overlay District



B-4NPOD, B-4 Neighborhood Preservation Overlay District



DRAFT ORDINANCE

RZ20-01

**Modifications to certain Overlay District
Boundaries**

AN ORDINANCE AMENDING THE BOUNDARIES OF CERTAIN ZONING OVERLAY DISTRICTS INCLUDED ON THE CITY OF MORGANTOWN OFFICIAL ZONING MAP BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBITS HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WERE FULLY SET FORTH HEREIN.

WHEREAS, The Monongalia County Assessor's Office has made significant public investment to convert tax parcel mapping and cadastral data management from a paper format to a Geographic Information System (GIS), which has significantly enhanced quality and accuracy as well as the public's access to and utilization of this spatial data through web-based services; and,

WHEREAS, Modernizing the City of Morgantown Official Zoning Map using current GIS best practices is timely to:

1. Reflect the Monongalia County Assessor's digitized tax parcel boundaries.
2. Publish and maintain the City of Morgantown's zoning district spatial data more efficiently and effectively and offer access to the general public through web-based services; and,

WHEREAS, Morgantown Ordinance 2019-29 was enacted on December 3, 2019, which repealed and replaced the City of Morgantown Official Zoning Map with updated zoning district boundaries to advance said modernization objectives; and,

WHEREAS, Section 1331.01 of the City of Morgantown Planning and Zoning Code lists zoning overlay districts for portions of the City to be shown on City of Morgantown Official Zoning Map; and,

WHEREAS, the boundaries for the Sunnyside Central Overlay District (SCOD), the Sunnyside South Overlay District (SSOD), the Beechurst Corridor Overlay District (BCOD), and the B-4 Neighborhood Preservation Overlay District (B-4NPOD) must likewise be amended and included on the City of Morgantown Official Zoning Map; and,

WHEREAS, The Morgantown Planning Commission, following proper public notice, held a public hearing on January 9, 2020 in City Council Chambers and no public comments were offered orally or submitted in writing; and,

WHEREAS, Following said public hearing, the Morgantown Planning Commission voted unanimously to recommend to City Council that the City of Morgantown Official Zoning

Map be amended to include the modified boundaries for the four (4) subject zoning overlay districts as illustrated on the exhibits hereto attached; and,

WHEREAS, West Virginia State Code § 8A-7-3(h) provides that City Council shall certify and clearly identify an effective date for subsequent versions of the zoning district map; and,

THE CITY OF MORGANTOWN HEREBY ORDAINS:

1. That the City of Morgantown Official Zoning Map shall be amended to include the modified boundaries for the Sunnyside Central Overlay District (SCOD), the Sunnyside South Overlay District (SSOD), and the Beechurst Corridor Overlay District (BCOD) as illustrated on Exhibit 1 hereto attached and declared to be a part of this Ordinance to be read herewith as if the same were fully set forth herein.
2. That the City of Morgantown Official Zoning Map shall also be amended to include the modified boundaries for the B-4 Neighborhood Preservation Overlay District (B-4NPOD), as illustrated on Exhibit 2 hereto attached and declared to be a part of this Ordinance to be read herewith as if the same were fully set forth herein.
3. That the version of the Morgantown Official Zoning Map, which is hereto attached and declared to be a part of this ordinance as if the same were fully set forth herein, that includes the modified boundaries of the Sunnyside Central Overlay District (SCOD), the Sunnyside South Overlay District (SSOD), and the Beechurst Corridor Overlay District (BCOD) as illustrated on Exhibit 1 and of the B-4 Neighborhood Preservation Overlay District (B-4NPOD) as illustrated on Exhibit 2 is certified to be true and accurate and shall be clearly identified with the effective date of this Ordinance's adoption.

THE CITY OF MORGANTOWN FURTHER ORDAINS Section 1331.01 of the Morgantown Planning and Zoning Code is amended as follows (deleted matter struck through; new matter underlined):

Article 1331

Establishment of Zoning District and Zoning Map

1331.01 ESTABLISHMENT OF ZONING DISTRICTS

(A) The City is hereby classified and divided into the following zoning districts ~~zones (also referred to as districts)~~:

Abbreviation	Description
R-1.....	Single Family Residence
R-1A	Single-Family Residence

R-2.....	Single_ and Two-Family Residences
R-3.....	Multi-Family Residences
PRO.....	Professional, Residential and Office
B-1.....	Neighborhood Business
B-2.....	Service Business
B-4.....	General Business
B-5.....	Shopping Center
OI.....	Office and Institutional
I-1	Industrial
PUD.....	Planned Unit Development

(B) In addition to the ~~zones~~ zoning districts listed above, portions of the City may be classified according to the following overlay zoning districts ~~zones (also referred to as overlay districts)~~:

Abbreviation	Description
ISOD.....	Interstate Sign Overlay District
<u>Airport Overlay District</u>	
SCOD.....	Sunnyside Central Overlay District
SSOD.....	Sunnyside South Overlay District
BCOD.....	Beechurst Corridor Overlay District
B-4NPOD	B-4 Neighborhood Preservation Overlay District

(C) ~~The zone and overlay zone boundaries are shown on the Official Zoning Map.~~ The zoning district and overlay zoning district boundaries are shown on the Official Zoning Map, which shall be construed to include the Interstate Sign Overlay District (ISOD) as described in Article 1359 of the City Code and the Airport Overlay District as described in Article 1360 of the City Code with the dimensions described in such referenced Articles and related exhibits.

This ordinance shall be effective upon date of adoption.

FIRST READING:

Mayor

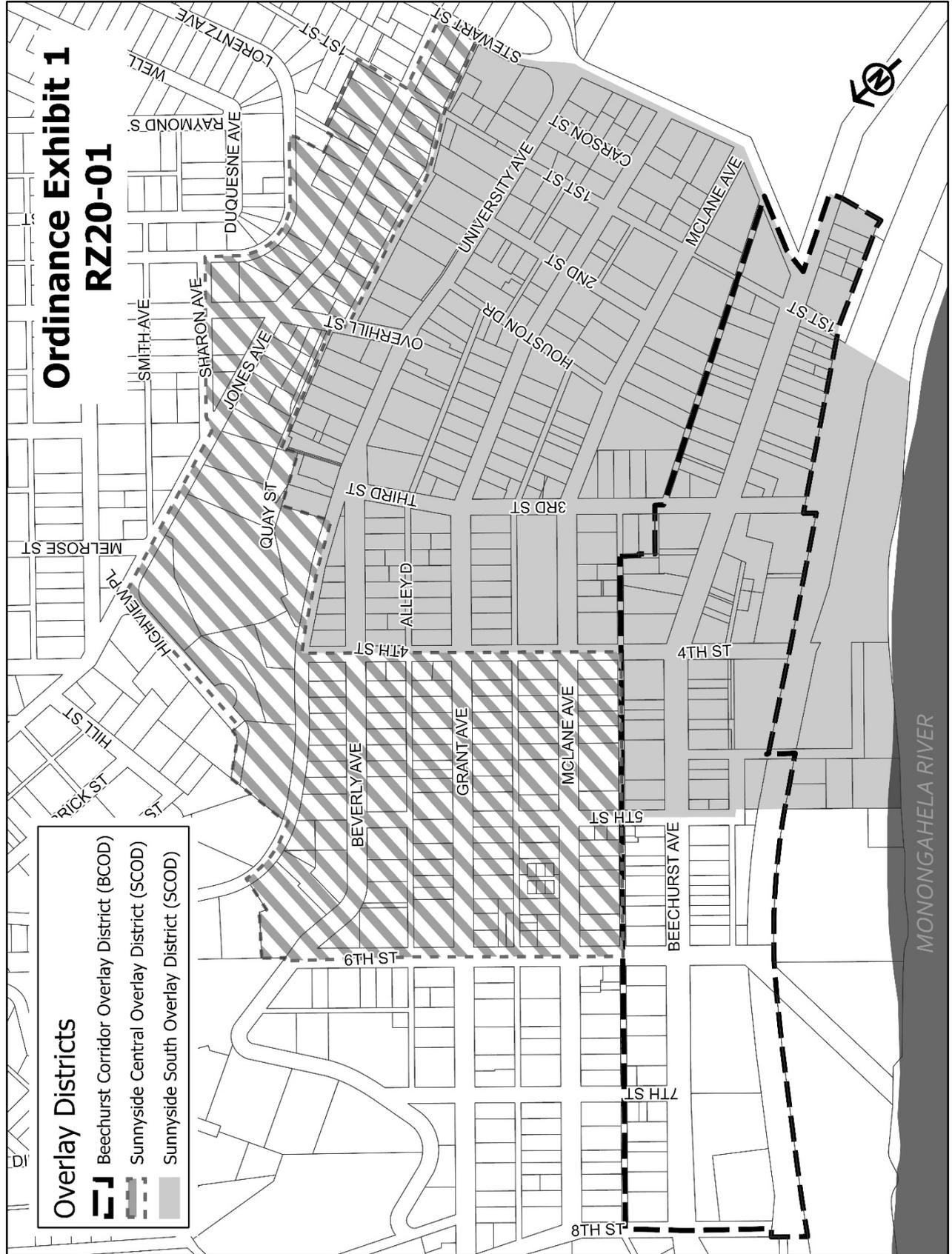
ADOPTED:

FILED:

RECORDED:

City Clerk

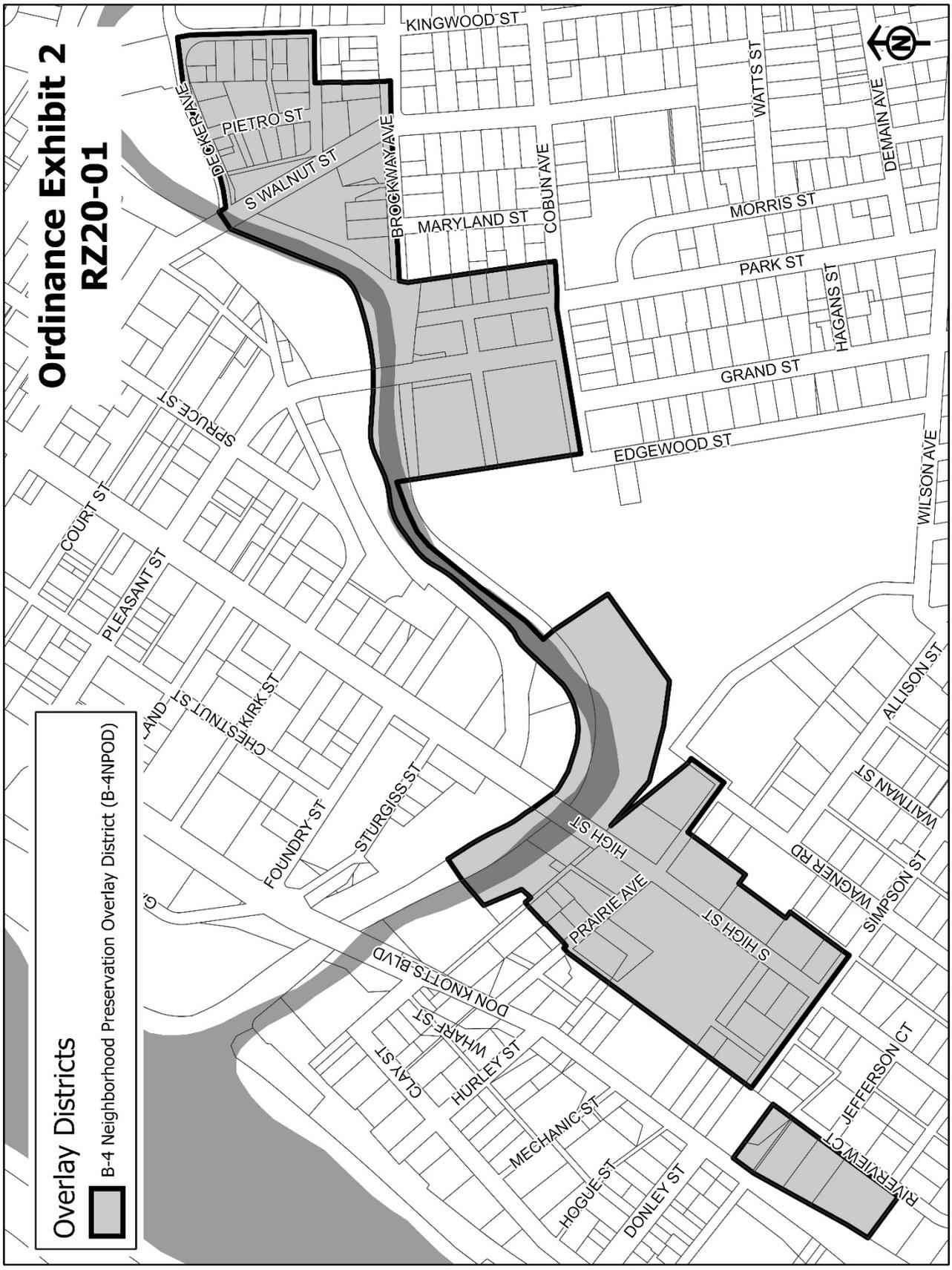
Ordinance Exhibit 1 RZ20-01

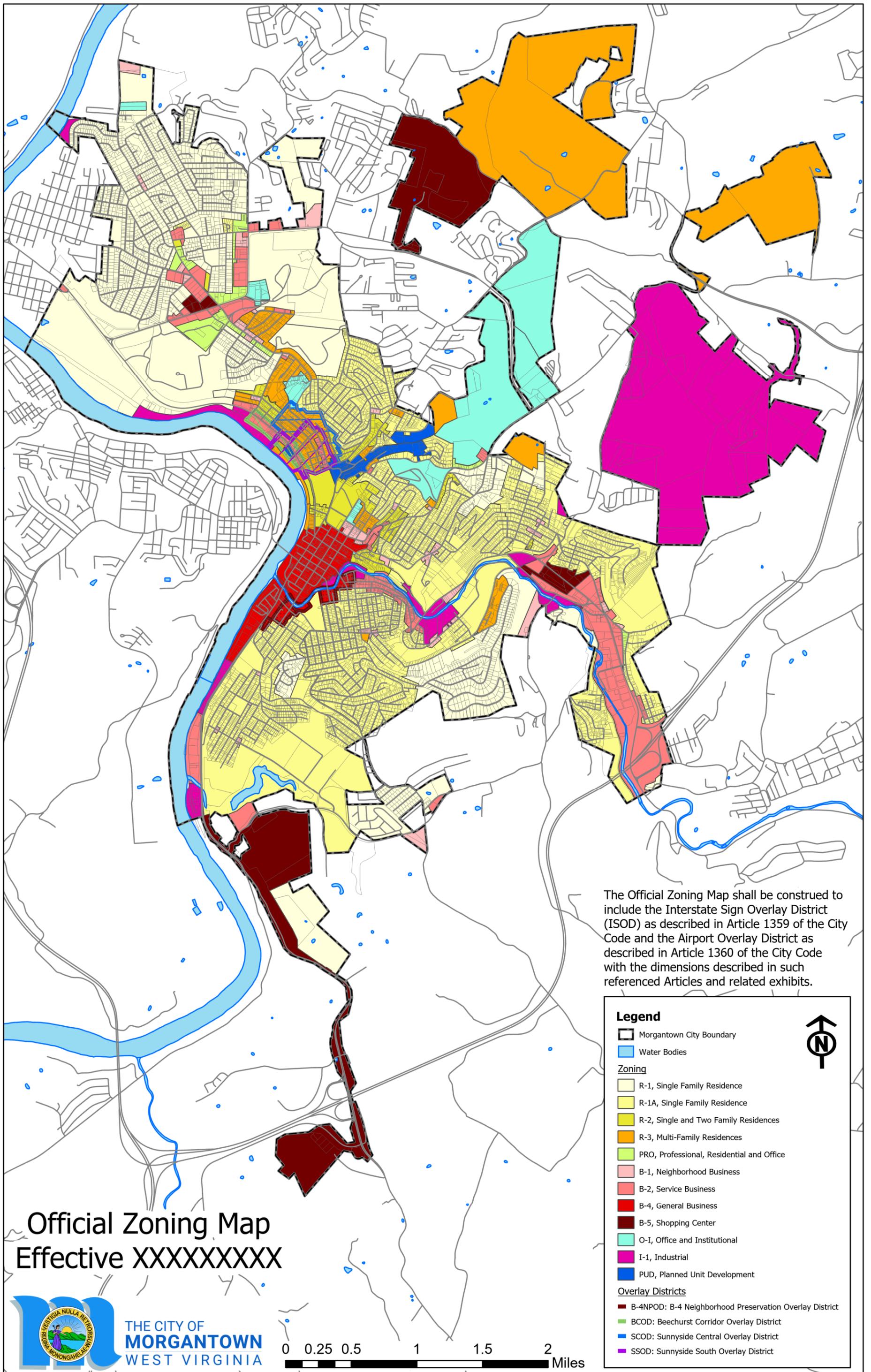


Ordinance Exhibit 2 RZ20-01

Overlay Districts

-  B-4 Neighborhood Preservation Overlay District (B-4NPOD)





The Official Zoning Map shall be construed to include the Interstate Sign Overlay District (ISOD) as described in Article 1359 of the City Code and the Airport Overlay District as described in Article 1360 of the City Code with the dimensions described in such referenced Articles and related exhibits.

Legend

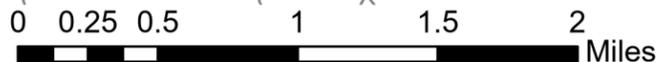
- Morgantown City Boundary
- Water Bodies
- Zoning**
- R-1, Single Family Residence
- R-1A, Single Family Residence
- R-2, Single and Two Family Residences
- R-3, Multi-Family Residences
- PRO, Professional, Residential and Office
- B-1, Neighborhood Business
- B-2, Service Business
- B-4, General Business
- B-5, Shopping Center
- O-I, Office and Institutional
- I-1, Industrial
- PUD, Planned Unit Development
- Overlay Districts**
- B-4NPOD: B-4 Neighborhood Preservation Overlay District
- BCOD: Beechurst Corridor Overlay District
- SCOD: Sunnyside Central Overlay District
- SSOD: Sunnyside South Overlay District



**Official Zoning Map
Effective XXXXXXXXX**



THE CITY OF
MORGANTOWN
WEST VIRGINIA



MEMO



To: City Manager – Paul Brake, ICMA-CM, CEcD
From: Assistant City Manager – Emily Muzzarelli, PE
Date: January 24, 2020
RE: Kayak/Bike Rental Facility at Walnut Street Landing

Memo Intent

The intent of this memo is to provide background information and details on the proposed kayak and bike rental facility for the Walnut Street Landing. This memo includes analysis on three design options, as well as benefits and challenges for each.

Background

Hazel Ruby McQuain Park and Walnut Street Landing are currently under a \$4.3 million renovation project funded by a grant from the Hazel Ruby McQuain Charitable Trust. The grant request and design basis for renovations were based on a study completed by Brailsford & Dunlavey on the guiding principles of preserving site characteristics, retaining the current amphitheater, and improving park experience.

The rental facility is not a new concept. This has been the desire of officials, staff, and stakeholders for some time now. However, this was not part of the original grant proposal submitted to the Hazel Ruby McQuain Charitable Trust.

There is a desire to make the riverfront and park a more utilized attraction, encompassing not only large events, but also day-to-day activity. While there are more restaurants, coffee shops, and café's popping up along the river, there is still a lack of outdoor recreational rental facilities. There is only one place within the City, a nearby bike shop, that currently rents bicycles to the general public, but this only helps with land recreation. The water sports component (kayaks, paddle boards, canoes, etc.) is the most important need for this location.

Although WVU and Adventure WV have not committed to leasing or managing the proposed rental facility, the City has worked with staff of Adventure WV to develop a program scope and requirements for this type of facility. Their familiarity with water recreation management was key in helping to develop the scope of the project.

Please refer to [Attachment A](#) for an overview of their initial scope and requirements.

After the first introduction of the idea to City Council, staff have added two other design options for review. One is a permanent structure operation, another is a temporary and mobile operation, and the last utilizing an existing building.

Design Option 1

Design Option 1 is for a permanent facility. The proposed rental facility is a two-story building located just north of the Westover bridge; it will have frontage on the upper level on the trail side for land recreation, as well as frontage on the lower level on the river side for water recreation. Both upper and lower levels will have a concrete plaza area to ensure patrons will not interfere with trail or parking lot traffic. The rental facility will be a “one stop shop” for the land and water enrichment activities. It would have different types of bicycles as well as various watercrafts. It will also serve as a host of information, such as trail maps, local sites and amenities, river guides, lock and dam information, and more.

The building would act as both the customer face as well as storage of the equipment both during business hours and non-business hours. Any computers, phones, or other ancillary office equipment could be kept in the building, which could be locked up during off hours/days. Passerby’s can get information on hours of operation even when the rental facility is closed. If the program were expanded, additional storage elsewhere would be needed.

Please refer to [Attachment B](#) for a preliminary concept drawing showing the general footprint, location and design of the proposed facility. Also included in [Attachment C](#) are a few pictures of other permanent structures.

Things to consider for a permanent building: design and construction costs are around \$300-\$400K; those costs would only be recouped by lease of building; determination would need to be made in the next two weeks to not delay or impact current construction project.

Design Option 2

Design Option 2 is for a temporary and mobile rental operation. The proposed rental facility in this design would include a small kiosk, tent, or cart to act as the customer face, while kayaks/rentable equipment would be on a separate trailer. The kiosk and trailer would likely need to be placed on a concrete pad in the parking lot area of the Walnut Street Landing. and would eliminate 2-3 parking spaces at a minimum. There would be a need for daily mobilization and storage of both the kiosk/cart and the trailer. Storage for these would need to be off-site during non-business hours. Information such as trail maps could be made available in a kiosk but would not be as easily accessible.

Due to the limited space available on a single trailer, a mobile unit would likely only be able to accommodate around 5 kayaks and 2 paddle boards. Storage for the kiosk and trailer doesn’t currently exist and would need to be rented separately. As the customer facing aspect of the mobile program would not be at Walnut Street Landing when it wasn’t operating, people may not realize this rental operation exists or easily determine when operating hours were.

Please refer to [Attachment D](#) for some examples of mobile/temporary kayak rental facilities and trailers.

Other things to consider: upfront costs would be significantly cheaper than a permanent building; does not interfere with the current construction project; this would generate negligible revenue for the City, if any; would be fairly limited in amount of equipment that could be offered, less visibility, more time daily for set up and tear down.

Design Option 3

Design Option 3 would utilize the depot as both the storage and customer face for kayak and bike rentals; this is being reviewed as it was brought up as a suggestion by Council. This was also mentioned as a possible location as explained in the initial scope and requirements document (Attachment A) that was prepared by Adventure WV.

The Brailsford & Dunlavey report noted that the best use of the depot space was for community events, kitchen and catering space, as well as a will call office for large ticketed events. As such, the current grant funded construction project has already renovated the space to match the highest and best use of the space stated in the report.

The space is considered a historic structure, therefore changes to the outside of the depot are extremely difficult to get approved. This would mean that kayaks and other equipment would need carried through a standard doorway width, which could make it hard to navigate. Additionally, during events, users would need to go out and around the building and all the way to Walnut Street Landing, approximately a 675-foot walk. Due to these factors, staff does not recommend this design option.

Please refer to [Attachment E](#) for some photographs of the recently completed renovations to the depot.

Things to consider: less expensive than building a new building, would eliminate all of the community room space and kitchen features that were just completed, would require a long portage carrying a kayak/canoe.

Partnership Opportunities

The City staff has had an ongoing dialogue with WVU and Adventure WV about the possibility of providing kayak and bike rental facilities in this location. WVU initially was looking to have these services available in the new Reynold's Hall building, but due to topography, this was an impractical location. As such, they were interested when the City brought up the park as a possible location. While WVU is not prepared to commit to a lease or operating agreement at this time, WVU would be given first priority since the entire project has been a collaborative effort from the very beginning. Just a reminder, the University paid for the feasibility study completed by the consultant, Brailsford and Dunlavey over three years ago. They have invested in this project and continue to show a strong commitment.

The City alternatively can issue a Request for Proposal for an operator to conduct the rental operations. There are several local businesses that may be interested in providing these services, as well as other outdoor recreational businesses outside of the area.

Lastly, if we do not receive any satisfactory proposals, city staff also consulted with BOPARC’s Executive Director, Melissa Wiles, about the possibility of BOPARC operating a rental facility. BOPARC does have an interest, however they would rather focus on other park improvements first.

Revenue and Expenditures

Both design options include some upfront costs, operational costs, and revenue potential. The table below gives an estimate of what those may look like for each design. The two are not exactly comparable, as Design Option 1 would be a larger operation than Design Option 2 with regard to what is offered.

	Design Option 1 (Building)	Design Option 2 (Kiosk)	Design Option 3 (Depot)
Upfront Costs to City (one-time)	Design and Construct Facility	Concrete Pad Construction	Redo renovations to Depot
	\$350,000	\$6,000	\$15,000
Upfront Costs to service provider (one-time)	Kayaks, Paddleboards, Bikes, Misc. Equipment	Vehicle with Trailer, Kiosk, Kayaks, Paddleboards, Misc. Equipment	Kayaks, Paddleboards, Bikes, Misc. Equipment
	\$37,000	\$50,000	\$37,000
Operational Costs to City (annual)	Building Maintenance	Loss of Parking Spaces	Building Maintenance
	\$2,000	\$1,500	\$2,000
Operational Costs to service provider (annual/monthly)	Staffing, Equipment Maintenance	Staffing, Equipment Maintenance	Staffing, Equipment Maintenance
	\$60,000	\$50,000	\$60,000
	Rent, Utilities (monthly)	License Agreement, & Hawker Peddler	Rent, Utilities (monthly)
	\$4,000	\$1,020 per month	\$2,500
Revenues to City	Rental Income	License Agreement & Hawker Peddler	Rental Income
	\$4,000 per month	\$1,020 per month	\$2,500 per month
Revenues to service provider	Rentals and Sales	Rentals and Sales	Rentals and Sales
	\$4,000 per month	\$1,500 per month	\$4,000 per month

SCOPE AND REQUIREMENTS – CAMPUS AND COMMUNITY RENTAL PROGRAM

OVERVIEW

i *The purpose of this document is to convey the scope and requirements for a Campus and Community rental operation based out of Hazel Ruby Mcquain Park. The scope of services and programming proposed are communicated below as well as physical requirements.*

Objective

i *Enhance the Wellbeing of the WVU and Morgantown Community through a bike and boat rental program based out of Hazel, Ruby Mcquain Park which takes advantage of the Monongahelia and Deckers Creek waterways as well as the Mon River and Caperton trail systems.*

- **Scope:** The proposed program would entail an hourly and single day rental of various bicycle, kayak, stand up paddle board and canoe equipment, as well as supportive educational and recreational programming. Rentals and select programming would be targeted toward WVU affiliates as well as the general public with the goal of increasing access to recreation experiences and enhancing the wellbeing of WVU students, residents and visitors.
- **Rental Product Availability:** The program would focus on rental equipment that is compatible with the river and trail systems. This includes a selection of Hybrid (comfort) bicycles, Adventure (gravel) bikes, and Specialty Mountain Bikes in a range of sizes. The water based rental program would include recreation style kayaks (in both single and tandem), Stand up Paddle Boards, and Canoes. The program would also include all related equipment such as paddles, children's bike carriers and related safety equipment such as helmets.
- **Operational Seasons and Hours:** The program is envisioned as a 3 season operation with the opportunity for limited winter rentals and programming. Operational hours and days would adjust seasonally to accommodate demand as well as special events such as concerts and festivals. Hours of operation would focus on afternoon/evening during the weekday and morning-evening on the weekends.
- **Supportive Programming:** Equipment rental would be supported by trained staff who assist customers in the proper selection, sizing and care of the equipment. Rentals are accompanied with a safety briefing, brief orientation to the equipment and the trails/waterway. Additional programs and services envisioned include seminars and clinics, hosting of open rides and paddles offered by community organizations and livery service for both bike and boat.
- **Requirements:** The operation of a 3-season program with limited winter operations requires a dedicated bricks and mortar location proximal to the docks and boat ramp as well as the trail system. Size requirements can vary but secured, climate controlled storage is needed for equipment such as bicycles, helmets, flotation devices and paddles as well as electronics, point of sale equipment and other operational support. Boats would need lockable storage on a rack system a short distance from the water, or ideally on the docks (see images below). Boats could be stored off site during winter months. To support rental operations, the physical location should be proximal to the trail and boat docks to allow reasonable staffing ratios. Vehicular access to the rental operation for livery service and support would also be necessary.
- **Recommendation:** A well run rental operation can be an attractive aesthetic addition to a park area, creating a sense of opportunity and excitement for both customers and onlookers. After a review of existing structures and assets at the park, Adventure WV recommends the use of all, or a portion of the historic depot as the base of

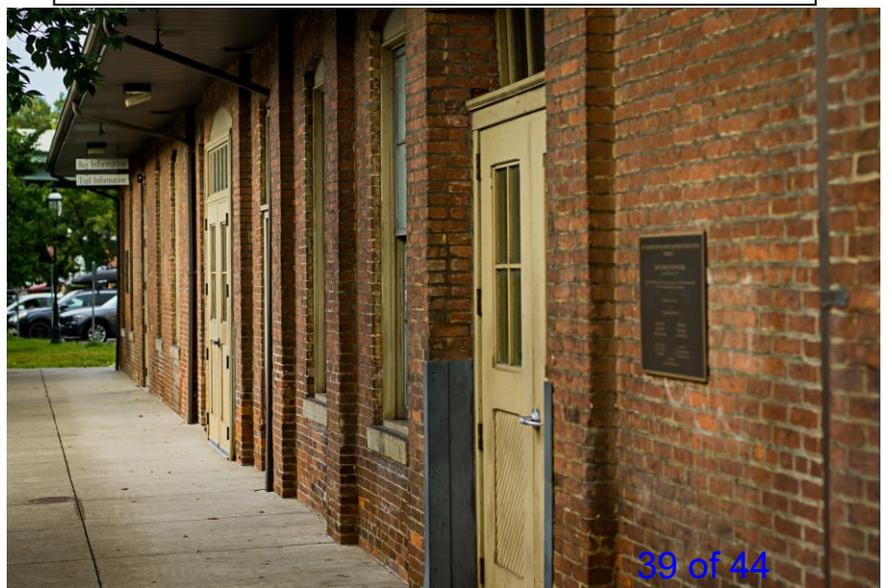
operations. The building could be outfitted to meet the aforementioned requirements. The large entry ways and high ceilings of the building would allow for ample storage and access. During operational hours, bicycles could be placed on display under the eaves of the building allowing space inside for sales, safety briefing and group gatherings. Inventory could then be secured inside at close. The rental operation would also be compatible and complimentary to other operations of the park such as ticket sales and catering/food vending. The regular presence of a rental operation and resulting activity would assist in the safety of the park and park users while highlighting a historic building. The rental operation also fits the history and “narrative” of the building. Where customers once purchased a ticket to board a train or boat, they now rent a bike or kayak to follow the same routes.

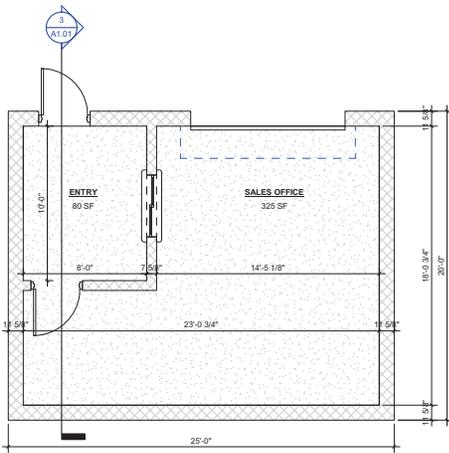
CONCLUSION

i A more formal proposal can be developed upon request. A memorandum of understanding would need developed between WVU And the City of Morgantown to ensure the mutual understanding and benefit to the campus and community.

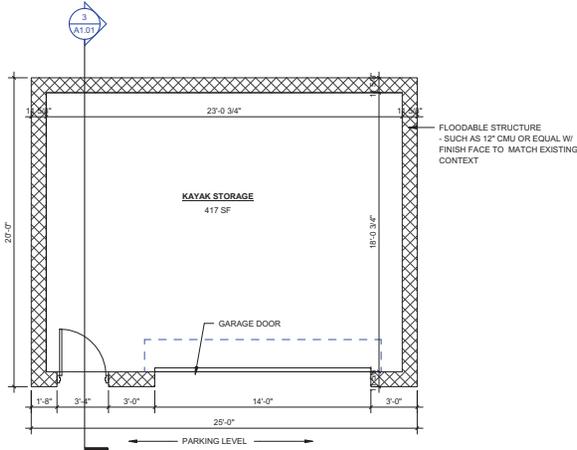


Clockwise: On Dock Storage options for boats, Boathouse pavilion design – future phase?, Hanging bike storage concept to maximize space, Front of the Depot – picture bikes lined up ready for rental

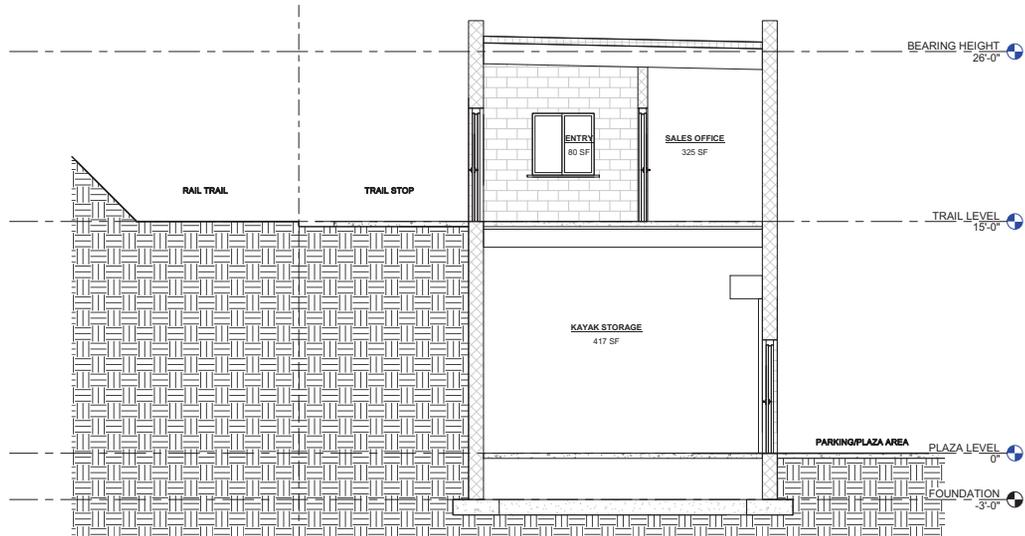




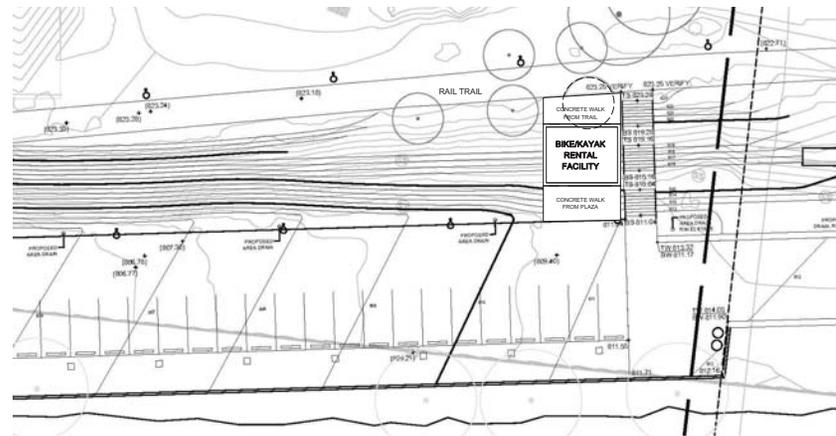
1 TRAIL LEVEL
1/4" = 1'-0"
500 GROSS SQUARE FEET
495 NET SQUARE FEET



2 PLAZA LEVEL
1/4" = 1'-0"
500 GROSS SQUARE FEET
417 NET SQUARE FEET



3 PRELIMINARY BUILDING SECTION
1/4" = 1'-0"



4 SITE PLAN
1" = 20'-0"
TOTAL STRUCTURE 1,000 GROSS SQUARE FEET

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PRELIMINARY

NO.	BY	DATE	DESCRIPTION

SCALE: As Noted	DATE: 9/12/2019
DRAWN: Aubrey	DATE: 9/12/2019
CHECKED: Checker	DATE: 9/12/2019
APPROVED: Approver	DATE: 9/12/2019
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

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PHASE No.	
CONTRACT No.	
PROJECT No.	
Project Number	

FLOOR PLAN
KAYAK/BIKE RENTAL FACILITY
MORGANTOWN, WV
SCHEMATIC DIAGRAM
PROPOSAL

SHEET No.

A1.01

ATTACHMENT C

Permanent Kayak Rental Facility Examples



ATTACHMENT D
Mobile Kayak Rental Facility



ATTACHMENT E
Depot Renovations





City of Morgantown
General Fund Schedule of Revenues and Expenditures
For the Month Ended December 31, 2019

	Fiscal Calendar 2020				Fiscal Calendar 2019			
	Current Budget	YTD Total	MTD Total	% of Budget	Current Budget	YTD Total	MTD Total	% of Budget
REVENUES								
Business & Occupational Tax	15,600,000.00	7,876,686.21	71,881.75	50%	14,100,000.00	7,391,674.58	161,212.05	52%
Property Tax	4,625,398.00	2,834,929.17	143,475.92	61%	4,566,000.00	2,929,899.52	104,761.04	64%
Fire Protection Fees	3,371,100.00	3,333,806.74	69,206.03	99%	3,326,000.00	3,341,832.31	(6,020.97)	100%
Municipal Service Fees	4,500,000.00	2,252,565.90	173,692.97	50%	4,500,000.00	2,092,122.54	99,489.27	46%
Other Taxes	3,523,982.00	1,779,684.73	124,087.44	51%	3,560,500.00	1,950,036.65	182,512.72	55%
Fines and Forfeitures	500,000.00	166,690.15	-	33%	650,000.00	259,899.26	38,841.00	40%
License and Permits	397,000.00	221,698.43	8,010.00	56%	442,095.00	204,875.47	12,630.80	46%
Intergovernmental & Grants	974,600.00	253,042.41	226,583.95	26%	1,094,149.00	312,016.72	259,300.86	29%
Interfund Charges	66,800.00	-	-	0%	30,000.00	-	-	0%
Refuse Collection	1,300,000.00	722,089.80	84,670.58	56%	1,300,000.00	327,293.42	77,828.04	25%
Miscellaneous	479,840.00	135,773.45	12,130.84	28%	493,340.00	189,579.75	15,933.02	38%
Other Charges For Services	107,000.00	62,581.00	3,004.00	58%	99,025.00	73,669.60	21,396.00	74%
Prior Year Balance	3,400,000.00	-	-	0%	3,121,500.00	-	-	0%
Grand Total	38,845,720.00	19,639,547.99	916,743.48	51%	37,282,609.00	19,072,899.82	967,883.83	51%
EXPENSES								
409 Mayor	11,488.00	5,120.46	805.85	45%	10,778.00	4,519.86	1,054.55	42%
410 Council	53,018.00	27,333.08	3,714.31	52%	60,180.00	22,780.65	3,264.65	38%
412 City Manager	942,928.00	421,228.40	73,094.60	45%	781,455.00	335,700.56	73,027.97	43%
414 Finance	1,092,586.00	588,926.75	79,060.04	54%	999,184.00	413,252.07	72,600.88	41%
415 City Clerk	178,499.00	72,895.21	5,152.40	41%	209,531.00	94,509.81	14,711.36	45%
416 Municipal Court	310,613.00	148,658.67	21,262.55	48%	304,321.00	123,322.62	21,001.41	41%
417 City Attorney	1,155,000.00	728,971.75	36,056.00	63%	387,678.00	181,907.72	25,742.85	47%
420 Engineering	548,204.00	212,352.75	27,136.69	39%	711,679.00	195,232.15	29,354.78	27%
422 Personnel	398,710.00	159,836.10	36,981.12	40%	244,911.00	72,689.67	13,705.88	30%
436 Building Inspection	1,226,609.00	608,501.39	102,572.13	50%	1,255,354.00	534,081.93	90,728.22	43%
437 Planning & Zoning	417,800.00	148,942.29	24,744.71	36%	370,760.00	144,938.59	26,675.06	39%
438 Elections	-	-	-	0%	31,500.00	1,762.50	-	6%
439 Information Technology	365,010.00	172,489.52	20,677.87	47%	343,443.00	132,550.79	19,637.92	39%
440 City Hall	698,285.00	295,905.75	14,521.39	42%	678,044.00	264,923.23	59,307.68	39%
700 Police Department	9,190,187.00	5,133,415.08	641,894.10	56%	9,453,206.00	5,004,499.24	616,163.51	53%
706 Fire Department	6,562,007.00	3,764,474.40	490,189.65	57%	6,445,347.00	3,375,466.60	407,963.93	52%
750 Street Department	2,857,090.00	1,403,309.97	212,361.61	49%	2,649,807.00	1,206,790.64	205,464.99	46%
752 Signs & Signals	812,284.00	328,630.57	56,133.85	40%	774,993.00	325,454.41	54,932.18	42%
754 Equipment Maintenance	632,722.00	325,091.94	51,567.61	51%	735,765.00	312,546.95	38,003.84	42%
950 Urban Landscape	252,077.00	114,602.96	18,772.14	45%	245,400.00	119,306.86	16,281.07	49%
707 Animal Control	30,172.00	15,085.86	2,514.31	50%	39,060.00	7,323.39	-	19%
424 Contributions	519,279.00	244,100.87	40,949.11	47%	499,279.00	278,387.38	117,653.36	56%
444 Transfers	8,922,768.00	3,223,009.02	260,548.76	36%	8,478,504.00	4,920,160.71	1,344,812.35	58%
699 Contingencies	381,384.00	-	-	0%	297,430.00	-	-	0%
800 Refuse Department	1,287,000.00	605,228.41	124,463.46	47%	1,275,000.00	352,986.76	-	28%
Grand Total	38,845,720.00	18,748,111.20	2,345,174.26	48%	37,282,609.00	18,425,095.09	3,252,088.44	49%