



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

AMENDED AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
City Hall - Council Chambers
February 18, 2020
7:00 p.m.

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **PLEDGE TO THE FLAG:**
4. **APPROVAL OF MINUTES:** January 21, Regular Meeting minutes, February 4, 2020, Special Meeting minutes, and February 4, 2020, Regular Meeting minutes.
5. **CORRESPONDENCE:**
6. **PUBLIC HEARINGS:**
 - A. AN ORDINANCE REVISING MORGANTOWN CODE PENALTIES FOR CANNABIS POSSESSION
 - B. AN ORDINANCE APPROVING A LEASE FOR AIR QUALITY SAMPLING SHELTER
 - C. ORDINANCE PROVIDING FOR AUDIT REPORTING BY THE LAND REUSE AND PRESERVATION AGENCY
7. **UNFINISHED BUSINESS:**
 - A. Consideration of APPROVAL of (SECOND READING) of AN ORDINANCE REVISING MORGANTOWN CODE PENALTIES FOR CANNABIS POSSESSION (*First reading February 4, 2020*)
 - B. BOARDS & COMMISSIONS:
8. **PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION:**
9. **SPECIAL COMMITTEE REPORTS:**
10. **CONSENT AGENDA:**
 - A. Consideration of APPROVAL of (SECOND READING) of AN ORDINANCE APPROVING A LEASE FOR AIR QUALITY SAMPLING SHELTER (*First reading February 4, 2020*)
 - B. Consideration of APPROVAL of (SECOND READING) of ORDINANCE PROVIDING FOR AUDIT REPORTING BY THE LAND REUSE AND PRESERVATION AGENCY (*First reading February 4, 2020*)

11. **NEW BUSINESS:**

- A. Consideration of **APPROVAL of A RESOLUTION ON CALENDAR YEAR 2020 HOLIDAY LEAVE FOR FIREFIGHTERS**
- B. Consideration of **APPROVAL of A RESOLUTION REVISING THE RULES AND REGULATIONS OF THE FIRE CIVIL SERVICE COMMISSION PROVIDING RESIDENCY REQUIREMENTS**

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

New Information:

- 1. Update on Milan Puskar Health Right Safe Disposal Box Services

New Business:

- 1. Proposed 2020 Paving List
- 2. Authorize City Manager to Execute Change Order to Construct Kayak Rental Facility at Walnut Street Landing.
- 3. Authorize City Manager to Execute Contract for Consultant to Perform Classification and Compensation Study.
- 4. Request from Your Community Foundation (YCF) for \$12,500

13. **REPORT FROM CITY CLERK:**

14. **REPORT FROM CITY ATTORNEY:**

15. **REPORT FROM COUNCIL MEMBERS:**

- 16. **EXECUTIVE SESSION:** Pursuant to West Virginia State Code Section 6-9A-4 (b) (9) to discuss matters related to the acquisition or development of Real Estate in the Sunnyside TIF District.

17. **ADJOURNMENT:**

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

City of Morgantown

SPECIAL MEETING February 4, 2020

The Special Meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, February 4, 2020, at 6:15 p.m.

PRESENT: Mayor William A. Kawecki, Council Members Jenny Selin, Ron Dulaney, Dave Harshbarger, and Barry Wendell. Council Members absent were Deputy Mayor Rachel Fetty, and Zackery Cruze.

The meeting was called to order by Mayor Kawecki.

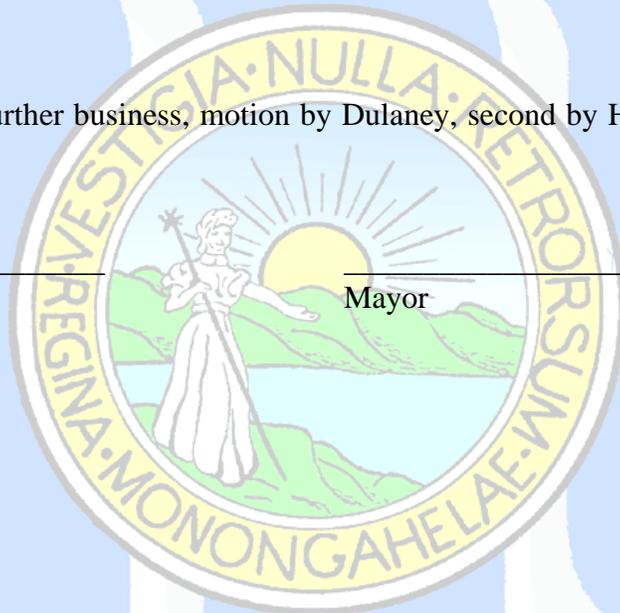
EXECUTIVE SESSION: Pursuant to WV State Code Section 6-9A-4(b) (2) (A) motion by Dulaney, second by Wendell, to go into Executive Session to discuss personnel matters. Motion carried by acclamation. Mayor and City Council Members present. Time: 6:16 p.m.

ADJOURNMENT:

There being no further business, motion by Dulaney, second by Harshbarger, to adjourn the meeting. Time: 7:01 p.m.

City Clerk

Mayor



City of Morgantown
389 Spruce Street, Morgantown, WV 26505

REGULAR MEETING
February 4, 2020

The Regular Meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, February 4, 2020, at 7:07 p.m.

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

The meeting was called to order by Mayor Kawecki.

APPROVAL OF MINUTES: January 21, 2020, Special Meeting minutes, and January 28, 2020, Committee of the Whole Meeting minutes were approved as printed.

CORRESPONDENCE: None

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

Mayor Kawecki declared the Public Hearing open.

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

UNFINISHED BUSINESS:

AN ORDINANCE PROVIDING ZONING RECLASSIFICATION OF A PARCEL OF REAL ESTATE IN THE SEVENTH WARD: The below entitled Ordinance was presented for second reading.

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

City Manager Paul Brake explained, council suspended the rules to have Chris Fletcher, Director of Development Services, present to council the request for reclassification from the parcel owner and possibilities for new business in the parcel. Motion by Dulaney, second by Harshbarger, after discussion, to approve the above entitled Ordinance. Motion carried 7-0.

BOARDS & COMMISSIONS: None

PUBLIC PORTION:

Mayor Kawecki declared the Public Portion open.

Theodore Webb expressed support of an ordinance revising Morgantown Code penalties for cannabis possession, and asked council to consider passing the ordinance.

City of Morgantown

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

SPECIAL COMMITTEE REPORTS: Councilor Dulaney mentioned

CONSENT AGENDA: None

NEW BUSINESS:

AN ORDINANCE REVISING MORGANTOWN CODE PENALTIES FOR CANNABIS POSSESSION: The below entitled Ordinance was presented for first reading.

AN ORDINANCE REVISING MORGANTOWN CODE PENALTIES FOR CANNABIS POSSESSION

City Manager Paul Brake explained, after discussion, motion by Selin, second by Dulaney, to approve the above entitled Ordinance to second reading. Motion carried 7-0.

AN ORDINANCE APPROVING A LEASE FOR AIR QUALITY SAMPLING SHELTER: The below entitled Ordinance was presented for first reading.

AN ORDINANCE APPROVING A LEASE FOR AIR QUALITY SAMPLING SHELTER

City Manager Paul Brake explained, motion by Dulaney, second by Cruze, after discussion, to approve the above entitled Ordinance to second reading. Motion carried 7-0.

ORDINANCE PROVIDING FOR AUDIT REPORTING BY THE LAND REUSE AND PRESERVATION AGENCY: The below entitled Ordinance was presented for first reading.

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

City Manager Paul Brake explained, motion by Dulaney, second by Harshbarger, to approve the above entitled Ordinance. Motion carried 7-0.

ORDINANCE AMENDING THE BOUNDARIES OF CERTAIN ZONING OVERLAY DISTRICTS: The below entitled Ordinance was presented for first reading.

ORDINANCE AMENDING THE BOUNDARIES OF CERTAIN ZONING OVERLAY DISTRICTS

City Manager Paul Brake explained, motion by Dulaney, second by Selin, to approve the above entitled Ordinance. Motion carried 7-0.

A RESOLUTION REVISING THE RULES AND REGULATIONS OF THE POLICE CIVIL SERVICE COMMISSION PROVIDING RESIDENCY REQUIREMENTS: The above entitled Resolution was presented for first reading.

City Manager Paul Brake explained, motion by Harshbarger, second by Dulaney, after discussion, to approve the above entitled Ordinance. Motion carried 7-0.

CITY MANAGER'S REPORT:

Information:

1. Update about Milan Puskar Health Right Safe Disposal Box Services
Staff has been actively working with the Executive Director of Health Right on the placement of the three safe syringe disposal boxes in key areas determined in coordination with the Police Department and the Public Works Department. More information about the status of the placement, as well as how the containers will be installed, monitored, and maintained, will be presented to Tuesday's meeting.

City Manager Paul Brake update council on the status of the placement of sharps containers in the city, and stated necessary approval still needed to move forward.

City of Morgantown

2. Tax Increment Finance District – Airport Runway Extension and Development Authority Commerce Park
Included in the packet is a document following up on the preliminary discussion to create a new Tax Increment Finance (TIF) District in Monongalia County to fund the airport runway extension and the needed improvements to the Development Authority Commerce Park. As I indicated to you through an email earlier this week, Jon Vrabel and I met with the Mon County Commission during a work session held on January 29th.

The presentation provided an opportunity to introduce the idea of establishing the TIF District to fund the improvements at both the airport and the commerce park. The minimum needed local match, as required by the FAA, is \$5 million. There are some additional costs associated with clearing the Development Authority property that are not reimbursable. Those cost should be addressed through a grant or some other source to be determined. The improvements needed to prepare the commerce park site will likely add another \$5 million (although design is not yet complete so this numbers is estimated) resulting in a total projected \$10 million revenue sought from the TIF district for the projects.

Assuming the County Commission is agreeable to creating a new TIF District, the proves will take approximately 190 days to complete (February to August 2020). Once this is completed, it be necessary to submit the application to the West Virginia Development Office (WVDO) and the approval process is expected within 60 days. As a last step, a subsequent ordinance approving the project plan is up to 100 more days from submission, so the total timeline is approximately 290 days (again, depending on approval).

The County can establish a TIF District that encompasses both property within and outside of Morgantown's boundaries, with the City's agreement. The County and City can enter into governmental agreements to act together as the developer for the district. I would anticipate the County Commission would create some sort of oversight board or committee (pertaining to the construction process only) who would carry out processing invoices during the entire process.

Attached is a detailed description of the construction costs and yearly local match to complete the project. Also, the creation of the TIF centers around a business or property developer committing to submitting a letter of intent (with the inter to purchase) on the pad site at the Development Authority Commerce Park. The detail report below shows the allowable uses, per the City's Zoning Code, for potential commercial/industrial operations.

Presenting all facets of this large complex project will give you a better understanding of the enormous undertaking to make the airport runway extension a reality.

City Manager Paul Brake explained the proposed Tax Increment Finance district for funding the Airport Runway Extension and the development of the Commerce park. Council suspended the rules to have Russell Rogerson Director of Mon County Development Authority and Rocky Gianola MCDA Attorney, explain and answer any questions.

3. Kayak/Bike Rental Facility at Walnut Street Landing/HRM Riverfront Park
Assistant City Manager Emily Muzzarelli is actively working with our construction manager, March Westin, about the prospective costs of the proposed kayak rental facility at the Walnut Street Landing. Included in the memo is a financial abstract showing that capital costs can be recouped within 7.5 years. Please see the memorandum for more details. Additional information will be forthcoming at Tuesday's meeting.

Assistant City Manager Emily Muzzarelli updated council on the perspective costs of the Kayak/Bike Rental Facility at Walnut Street Landing/HRM Riverfront Park.

4. Power Plant Complaints
City Manager Paul Brake mentioned that the office has been receiving some phone call complaints regarding the power plant and the noise. He stated he called the Managing Director of Star Wood Energy in express to the noise. The Managing Director is working on trying to reduce the noise of the plant on warm days, which is the loudest.
5. Housing & Affordability Marketing Analysis Study
City Manager Paul Brake gave an update on the survey.
6. Killarney Drive
City Manager Paul Brake and Assistant City Manager Emily Muzzarelli announced that the area of Killarney Drive at the bridge will be closed due to work that is being done.
7. Census
City Manager Paul Brake announced that there is less than a two-months left until Census Day, April 1, 2020. He

City of Morgantown

encouraged everyone to get involved and fill out the Census Form.

New Business:

1. Letter in Opposition of SB 209 (Annexation)

The minor boundary adjustment annexation legislation passed the West Virginia Senate on Thursday evening (January 29th) and was transmitted to the House of Delegates. It has been referred to the House Political Subdivisions and Government Organizations Committees. Included in this packet is a draft letter for your consideration to be sent to the Committee Chair and our local representatives, or other representatives who may be appropriate.

Also, you will find a good perspective on the potential effect of the legislation from the Charleston Gazette legislative columnist.

City Manager Paul Brake presented to council with a draft letter to send to the Committee Chair regarding opposition to SB 209 (Annexation). (Approved by proclamation). After some minor amendments to the letter, by consensus, approval for Mayor Kawecki to email to the Legislature.

2. Authorize Equipment Purchase – Public Works Department

Staff is recommending the City Council to forgo the competitive bidding process, per City Ordinance 129.05€ and purchase a metler/asphalt crack sealer equipment through Soucewell's Cooperative Purchasing Contract (formerly National Joint

Powers Alliance). This group represents thousands of competitively solicited equipment through Sourcewell over the past few years.

The attached memorandum includes the details and specifications of the Super Shot 125 Melter/Applicator Pavement Preservation System in the amount of \$74,674.24. The amount is already included in the Capital Escrow Fund. It is recommended that City Council approve the purchase as proposed by staff.

City Manager Paul Brake explained a proposed purchase of equipment for the Public Works Department. Motion by Selin, second by Dulaney, to approve the Super Shot Melter/Applicator Pavement Preservation System in the amount of \$74,674.24. Motion carried 7-0.

REPORT FROM CITY CLERK: City Clerk Christine Wade thanked council for passing the Ordinance expanding residency requirements for officers of the Morgantown Police Department. She stated that the Morgantown Police Department has scheduled testing for entry-level police officers for April 18, 2020. She stated that in collaboration with the City's Communication Director, Andrew Stacy, the City Clerk's office is now able to track job interest forms for the Fire Department, Police Department, and Boards and Commissions. She stated that the Fire Civil Service Commission would be meeting on February 5, 2020, to discuss presenting council with a request to extend residency requirements for firefighters from a 15 air-mile radius to a one-hour drive time. She also mentioned to council that the option is open to become a member of the National League of Cities. She reminded those of the deadline for the Financial Disclosure Forms that are due to the Secretary of State's Office. She reached out to Council to see how the Notify Me was going, and if they needed any help to reach out to her.

REPORT FROM CITY ATTORNEY: City Attorney Ryan Simonton, stated that he attended the Municipal Attorney's Association Meeting on January 27, 2020. He also stated that the city is in the proves of implementing the City Home Rule Plan Amendment #5.

REPORT FROM COUNCIL MEMBERS:

DEPUTY MAYOR FETTY: She is glad January is over and is looking forward to continuing things that are important to the City relating to the hot topics. She hoped that the sharp containers will move very quickly in seeking of the permit. She thanked all City Administration who has worked to get the situation resolved. She is concerned about the possibility Mon County Health Department will be called upon to do something that is believed to be against the public's interest if SB 286 is passed. If anyone has any questions, contact your local legislatures. She wished everyone a Happy Valentine's Day. Announcements: February 25, 2020, 1st Ward Neighborhood Association Meeting, Mardi Gras, and Shrove Tuesday.

COUNCILOR CRUZE: He announced that the Legislative Session is half way through and stated that it is a terrifying time due to several Senate and House Bills that the legislature is working on. Just a few, SB 286 prohibiting the development of syringe exchange programs and HB 2899 – Ban Municipalities from enacting nondiscrimination policies regarding anything that is in the State's nondiscrimination. He stated that if HB 2899 passes, Morgantown would not be able to have a nondiscrimination Ordinance that

City of Morgantown

includes sexual orientation or gender identity. He stated that there are many bills that would affect the City of Morgantown if they are passed.

SELIN: She mentioned to council, if anyone from other entities have information on what is going on during the legislative session to pass on to others to spread the word. She mentioned the Suncrest Neighborhood Association is working on different ways kids can get to school without taking the main routes. She is very appreciative of all the efforts with helping the transportation system and how they can get to where they need to go. Krepps Park, BOPARC is installing a new playset, and stated that the Neighborhood Association along with a group of parents are working on fundraising to purchase two additional items, merry-go-round and a slide that will go with the playset they are installing. They are half-way there for the merry-go-round and announced that there is a GoFundMe page that you can find by going on the Suncrest Neighborhood Association website. If any questions regarding the GoFundMe page you may contact Susan Case. The GoFundMe will end on Friday and on Monday the money that was raised will go toward the purchase of those extra items. She announced that Empty Bowls will be at Milan Park Saturday, February 29, 2020.

COUNCILOR DULANEY: He stated that the Woodburn Neighborhood Association met and voted to support the placement of a sharp's container in the neighborhood, Whitmore Park, where a letter was sent to City Administration in support of the sharp's container. He mentioned that there was a lot of interest with the announcement of the acquisition and potential redevelopment of a large number of parcels off the Richwood loop and hopes that there will be a meeting for the public to come and ask questions. He also mentioned the Downtown Initiatives Group had a follow-up meeting last Friday and stated that there is progress being made on the five initiatives that have been identified. He mentioned that Bob Hansen, Director of Addiction Services at Marshall University, come to Morgantown to meet and engage in working through things in the community on addiction, homelessness, and mental disorders. He thanked the Mayor for helping to create the connection along with Gigi Villarreal, for contacting Bob Hansen to schedule a day for him to come and talk about the issues in Morgantown.

COUNCILOR HARSHBARGER: He mentioned that on January 25, 2020, there was a count on the homeless in Morgantown, even though it was a cold one, he stated that they got a count and hoped that the facilities such as the Bartlett House counted the ones that are staying there. He attended the Greenmont Neighborhood Association Meeting on January 27, 2020, where the drug house ordinance was discussed. There was a discussion on the Rail Trail Connector Bridge that goes into Greenmont at Kingwood Street that has brought a lot of increased activity. He talked about many things that are happening on the Rail Trail in the coming months.

COUNCILOR WENDELL: See below

I'm glad we passed the ordinance about cannabis. As many of us said, we are not legalizing cannabis, nor do we control other police forces that cover Morgantown, and even the local police do not have to refer cases to Municipal Court. Perhaps we should mandate that these cases go to Municipal Court, even if it is over the Chief's objections. I read today about Delegate Evan Hansen proposing statewide legalization. It would be great if that could pass.

I am also glad we expanded the area where Morgantown Police can recruit to a one-hour drive. Tonight, the City Manager made it clear that this was not mainly for recruitment purposes. We still need to recruit new officers. At the Suncrest meeting last week, former Councilor Don Spencer pointed out that we used to offer people deals on mortgages and other incentives to move here. Could we possibly do that again? I'm concerned that our local force is not known for its diversity by gender, religion, race, or LGBT status, and the area where we will be recruiting is not racially or ethnically as diverse as Morgantown, and not known to be friendly to minorities. I think our Police have been good at dealing with all segments of the community, and I hope we can continue that, even as we try to diversify the force.

Mayor Kawecki, Counselor Selin and I attended the West Virginia Municipal League Winter Meeting in Charleston last week. We spoke to our legislators about annexation and heard their concerns. People were generally friendly, but my concerns about diversity and inclusion were heightened by feeling that I was unique in this group, and that serving pork at several meals and box lunches from a particular restaurant with a history of being anti-LGBT did not feel friendly to me. SB 96 would further erode our city's ability to regulate guns, which is already restricted. It passed through a Senate committee today. Senator Beach promised us he would vote against it, but he voted for it.

I'm concerned about our Legislature. The majority party seems to be focused on stopping abortion, allowing any guns anywhere despite local attempts to regulate them, and using religion as a weapon against LGBT people. Meanwhile, I've read that 57,000 people have left the state in the last five years. Suggesting that people in Virginia who are disgruntled with their state government would ask their counties to join West Virginia is a waste of time.

In the discussion of the proposed airport industrial park, I hope this all benefits the city, but based on some of the people on the authority, and the opposition to annexing areas near the airport, I have some doubts about the process. As far as keeping people here, which was mentioned, we would need to have good-paying jobs, and an area that is open to all kinds of people, with good amenities. That's what we all on this Council want. I'm not sure the rest of the state, or even people in our County, out of Morgantown, share our goals. One problem with this proposal, and possibly why so many of asked questions, is a lack of trust between members of this Council and members of the County Commission, as well as people on the Development Authority who have spoken against

City of Morgantown

annexation and even went to the legislature to argue for the bill to end minor boundary adjustment. I would feel better if County Commissioners didn't bad-mouth us on social media.

My class at OLLI about Laura Nyro continues the next two Thursdays at 12:45. OLLI classes are designed for people over fifty, but everyone is welcome. One can get a permit to attend a class for free. Also, at OLLI tomorrow at 10 A.M. is a class called "Faith and the New Sexuality" with Pastor Wes Bergen, Pastor Zac Morton and Rabbi Joe Hample. I highly recommend membership at OLLI at WVU.

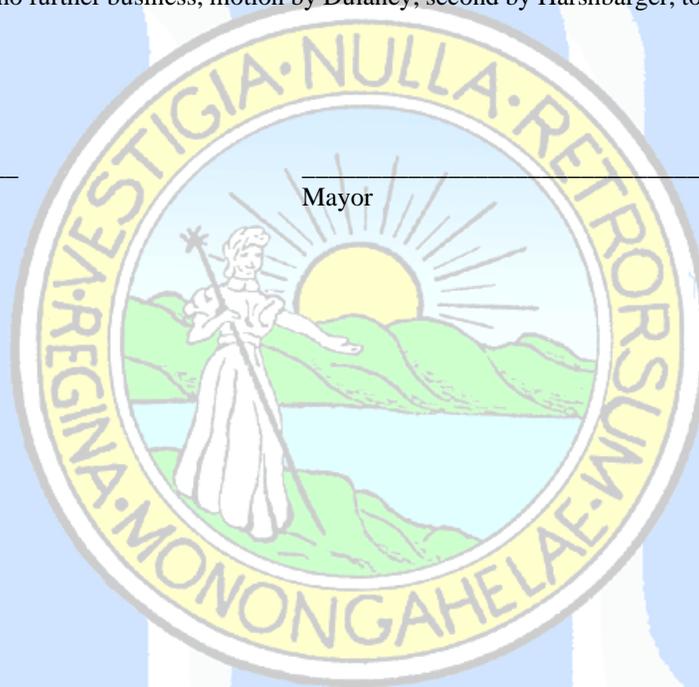
MAYOR KAWECKI: He read a New Year's card received from our Sister City, Xuzhou, China, thanking us for being a Sister City with them. Announcements: Morgantown Newcomers Club 10:00 am at the MAC tomorrow evening; Cabin Fever Friday downtown; For Women that are exhibiting, February 7, 2020, at the MAC, and a student exhibition art work; Clay Earring popup and sale, at the Hoot and Howl, February 7, 2020, at 4:00 p.m.; Downtown Black Bear has many bands that plays in the evenings; Lady and the Tramp, February 15, 2020, at the Met Theatre, cost is \$5.00 and you get popcorn and a drink.

EXECUTIVE SESSION: Pursuant to West Virginia Code Section 6-9(A)4 (2)(B) (12) Pursuant to West Virginia Code Section 6-9A-4 (2) (B) (12) to discuss potential or pending litigation related to Nicewarner et al. v. City of Morgantown. Motion by Harshbarger, second by Dulaney, to go into executive session. Motion carried by acclamation. Present: City Manager, City Attorney, and City Council. Time: 10:01 p.m.

ADJOURNMENT: There being no further business, motion by Dulaney, second by Harshbarger, to adjourn the meeting. Time: 10:41 p.m.

City Clerk

Mayor



**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 _____.

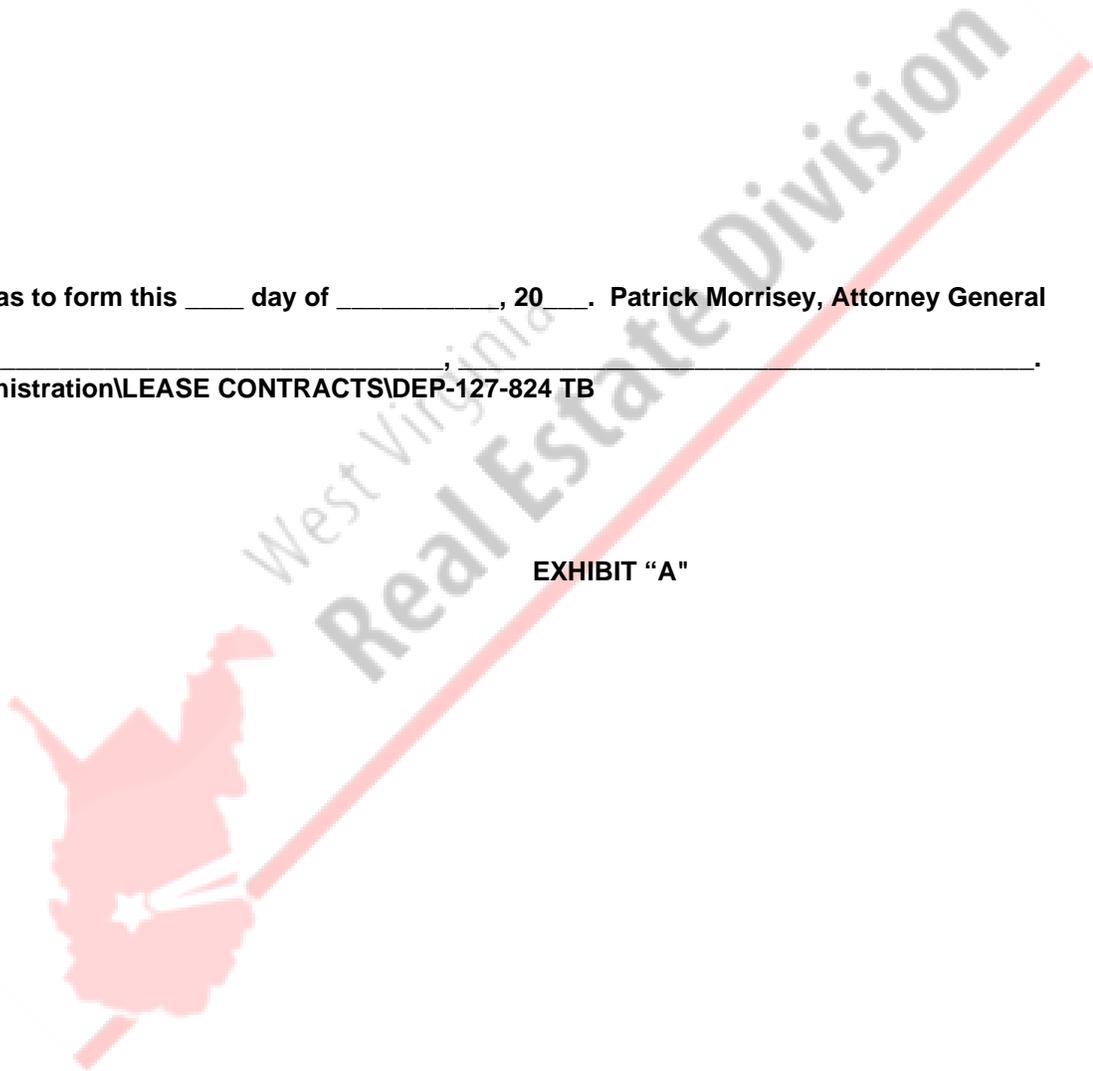
NOTARY PUBLIC

[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 ww airport - Google Maps

Google Maps morgantown ww 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+ww+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:

RESOLUTION

The Common Council of The City of Morgantown, West Virginia hereby resolves as follows regarding the work of firefighters during holidays:

1. West Virginia Code provides special rules for firefighters regarding holiday work and how it is compensated. Those rules are provided in West Virginia Code Chapter 8, Article 15, Section 10a. The rules require that a firefighter either be given equal time off or be paid at a rate one and one-half times the regular pay rate for holiday work.
2. Consistent with the 1977 opinion of the West Virginia Attorney General's Office, the City Council may determine whether firefighters will be given time off for holiday work or whether they will instead be paid at a rate one and one-half times their regular pay.
3. The City of Morgantown has historically granted time off, rather than a differential pay rate, for firefighters' holiday work.
4. Consistent with the same 1977 Attorney General's opinion, the chief of the fire department is charged with approving and allowing the equal time off for holiday work to firefighters.
5. Most of the current firefighters employed by the City have joined as individual plaintiffs in a lawsuit styled *Jayson Nicewarner et al. v. The City of Morgantown*, Civil Action Number 19-C-167, which is now pending in the Circuit Court of Monongalia County, West Virginia. The complaint initiating the lawsuit asserts that the firefighters have not received enough time off for holiday work.
6. The members of City Council recognize that the pending lawsuit involves disputed claims, and the resolution of those claims will impact firefighters and municipalities throughout the state.
7. The members of City Council also recognize that the state law commits to Council the determination whether to employ time off for holiday work or a differential pay rate, due to the budgetary implications of that choice, but that Council is not responsible for the implementation of the method chosen.
8. The City recognizes the importance of demonstrating to its firefighters that they are valued members of the City government. While resolution of the issues in the firefighters' lawsuit cannot be accomplished only by the City Council, the Council wishes to establish, in conjunction with the City Manager, interim measures designed to ensure City firefighters recognize that their contributions are valued.
9. In addition to electing the equal time off method for holiday work under West Virginia Code, the City has historically accrued leave hours to each firefighter at the beginning of each calendar year intended to account for all the holidays in that calendar year. This early accrual of leave hours allows firefighters to take paid time off early in the calendar year before a holiday has occurred for which the firefighter may have been awarded leave hours.
10. While the amount of holiday work that should be compensated for each holiday under West Virginia Code section 8-15-10a remains an issue, it is clear that the maximum

amount of equal time off that could be awarded for any holiday is the same as the amount of hours in the day: 24.

11. In order to ensure that City firefighters can be certain they are obtaining all benefits to which they may be entitled during the pendency of the lawsuit, this resolution of City Council supports and authorizes the City Manager to accrue to each firefighter who regularly works a 56 hour per week shift paid leave hours equivalent to the total amount of 24 hours for each legal holiday during calendar year 2020. Those paid leave hours will be accrued to each firefighter upon adoption of this resolution and immediately available for use.

Adopted this ____ day of February, 2020.

Mayor

City Clerk

RESOLUTION

The City of Morgantown hereby resolves that the attached revisions to the Rules and Regulations of the Fire Civil Service Commission of the City of Morgantown are approved and adopted.

Adopted this ____ day of February, 2020.

Mayor

City Clerk

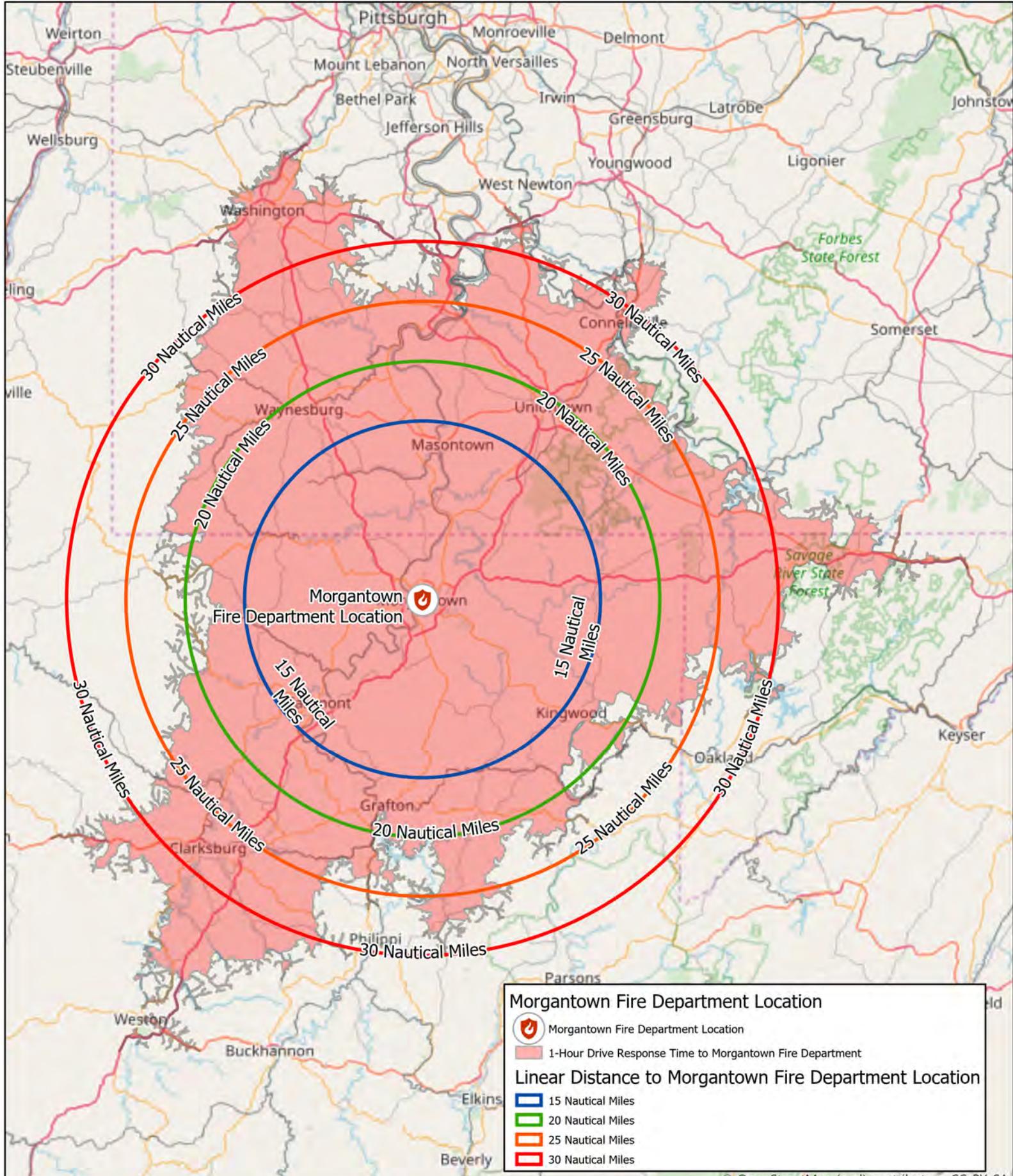
**RESIDENCY REQUIREMENTS FOR APPOINTEES TO THE
MORGANTOWN FIRE DEPARTMENT**

To assure that an adequate number of personnel are available at all times and that off-duty firefighters will be available for call-back with a reasonable response time in emergency situations, the City finds it necessary to require that its firefighters reside no further than a specified distance from their work place. Consequently, the following residency requirements shall apply:

Any firefighter employed by the City of Morgantown shall establish and maintain his permanent physical residence within a one-hour driving time - as shown on the attached map - of the administrative office of the Morgantown Fire Department, 300 Spruce Street, Morgantown, West Virginia, and shall continue to maintain his permanent physical residence within the residency area for the entire period of his or her active employment with the Morgantown Fire Department. The area within which residency is required is shown on the map attached hereto and declared to be a part of this rule. Any questions as to the location of an individual residence in comparison to the map shall be determined by using a global positioning device or GPS unit and compared to the attached map via GIS software.

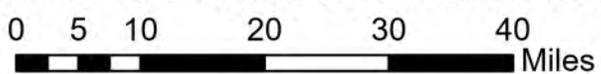
Any firefighter who does not reside within this area at the time of his/her hiring date shall establish his/her physical residence within the specified area within a sixty day period subsequent to satisfying their probationary time. In no case shall this time frame be extended for any reason. Violation of this rule will be cause for immediate dismissal. Providing misleading documentation, or in any way attempting to circumvent the intent of this provision will also be cause for immediate dismissal, regardless of years of service.

Any and all disputes involving the enforcement of this rule shall be decided by the Commission. 4 *



Wednesday, February 5, 2020

Morgantown Fire Department Nautical Mile and Drive Time Analysis



© OpenStreetMap (and) contributors, CC-BY-SA



The City of Morgantown

389 SPRUCE STREET
MORGANTOWN, WEST VIRGINIA 26505
OFFICE: (304) 284-7405 FAX: (304) 284-7430
www.morgantownwv.gov

Office of the City Manager

City Manager's Report for City Council Meeting on February 18, 2020

Information:

1. Update about Milan Puskar Health Right Safe Disposal Box Services

At Tuesday's meeting, I will provide an update on the status of the placement of safe disposal boxes provided and managed by Milan Puskar Health Right.

New Business:

1. Proposed 2020 Paving List

The proposed paving list for 2020 will be presented Tuesday evening. Please see included memo from the Engineering Department for the proposed list for the upcoming paving season. This department is charged with managing the contracts associated with this work. Staff is presenting this list, so that the paving specifications can be finalized in a bid document to be released later this month or early March.

This list generated for Council's review is based on information gathered through a number of means. This selection process involved an evaluation of the previous Dynatest analysis as well as citizen input and City staff observations. Dynatest, which specializes in roadway pavement distress surveys and analysis, helped the City develop a detailed evaluation and rating system of the city streets in order to develop a long-term preventative maintenance plan.

For more information about this process and other background information go to the City's website: <http://www.morgantownwv.gov/502/Paving-Plan>.

The recommended paving list is presented for your consideration and approval.

2. Authorize City Manager to Execute Change Order to Construct Kayak Rental Facility at Walnut Street Landing

Following previous Council and Committee of the Whole meetings, I am recommending that the City pursue construction of a Kayak Rental Facility at Walnut Street Landing. The work would be added to the current contract with

March Westin Company, who is the Construction Manager at Risk for the Hazel Ruby McQuain Park Renovations project, through a change order.

The design elements for the proposed facility were described in the February 4, 2020 meeting packet. A rough estimate of the project costs is \$221,000. Project costs will be refined as the design is finalized. The change order for construction of the Rental Facility would be fronted using capitol escrow funds, while construction costs would be recouped through rental and parking revenues. I can provide additional details on the capitol escrow funding on Tuesday evening.

A motion to authorize the City Manager to execute a change order with March Westin Company for the construction of a Kayak Rental Facility is recommended for City Council.

3. Authorize City Manager to Execute Contract for Consultant to Perform Classification and Compensation Study

The City sought bids from qualified firms to provide a Classification and Compensation Study and to provide recommendations to the City to ensure its Pay Plan, pay practices, and job classifications support the overall mission and strategic plan.

There were seven proposals received. Those proposals ranged from \$26,550 to \$75,000. Our Human Resources, Finance, and City Managers Departments reviewed the proposals and are recommending awarded the contract to GovHR out of Northbrook, IL at a contract price of \$32,500. The proposal is included for your review.

This project was budgeted for this current fiscal year at \$30,000 coming from the Human Resources general fund allocation. As recommended, the award would be above the budgeted amount, however, there appears to be room within the Human Resources budget to cover the difference. If the project runs higher due to added services or additional billings, then a budget revision might be necessary. This would be covered at a later date if required.

A motion to accept the bid as presented and to authorize the City Manager to execute a contract with GovHR is recommended for City Council.

4. Request from Your Community Foundation (YCF) for \$12,500

The City received a request from Your Community Foundation for \$12,500 to put towards a planning and design project for the Historical Morgantown Post Office Building. I will present additional information at Tuesday's meeting.

Paul J. Brake, ICMA-CM, CEcD
City Manager, Morgantown, WV



The City of Morgantown
Office of the City Engineer

Memorandum

To: Emily Muzzarelli, Assistant City Manager
From: Damien Davis, City Engineer
Date: February 10, 2020
Re: 2020 Paving Plans

Below are the proposed streets to be paved in the 2020 paving plan:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Ward</u>
1. Coban Ave*+:	Edgewood	Kingwood	2 nd
2. Dayton Ave:	Union	Richwood	5 th
3. Eastern Ave*+:	Burroughs	Morgan	7 th
4. Fenwick St:	Junior	Mansfield	7 th
5. Greendale St:	Collins Ferry	Woodland	7 th
6. Madigan Ave*+:	Barrickman	Mississippi	1 st
7. Maple Ave*^+:	Dormont	Buckhannon	1 st and 2 nd
8. McLane Ave:	Campus	Eighth	3 rd and 4 th
9. Oakland St*^+:	University Ave	Riverview	4 th
10. Park St^:	Cobun	Dead End	2 nd
11. Prairie Ave*:	South High	Wilson	2 nd
12. Prospect St*:	University	Willey	3 rd and 5 th
13. South Hills Dr^:	Buckhannon	Vandalia	2 nd
14. White Ave*:	Decker	Vandalia	6 th
15. Wilson Ave^:	Jefferson	Jefferson	1 st
16. Woodland Dr:	Eastern	Valley	1 st

* Denotes Streets that will have Pedestrian/Cyclist improvements.

^ Denotes Streets that have utility upgrades

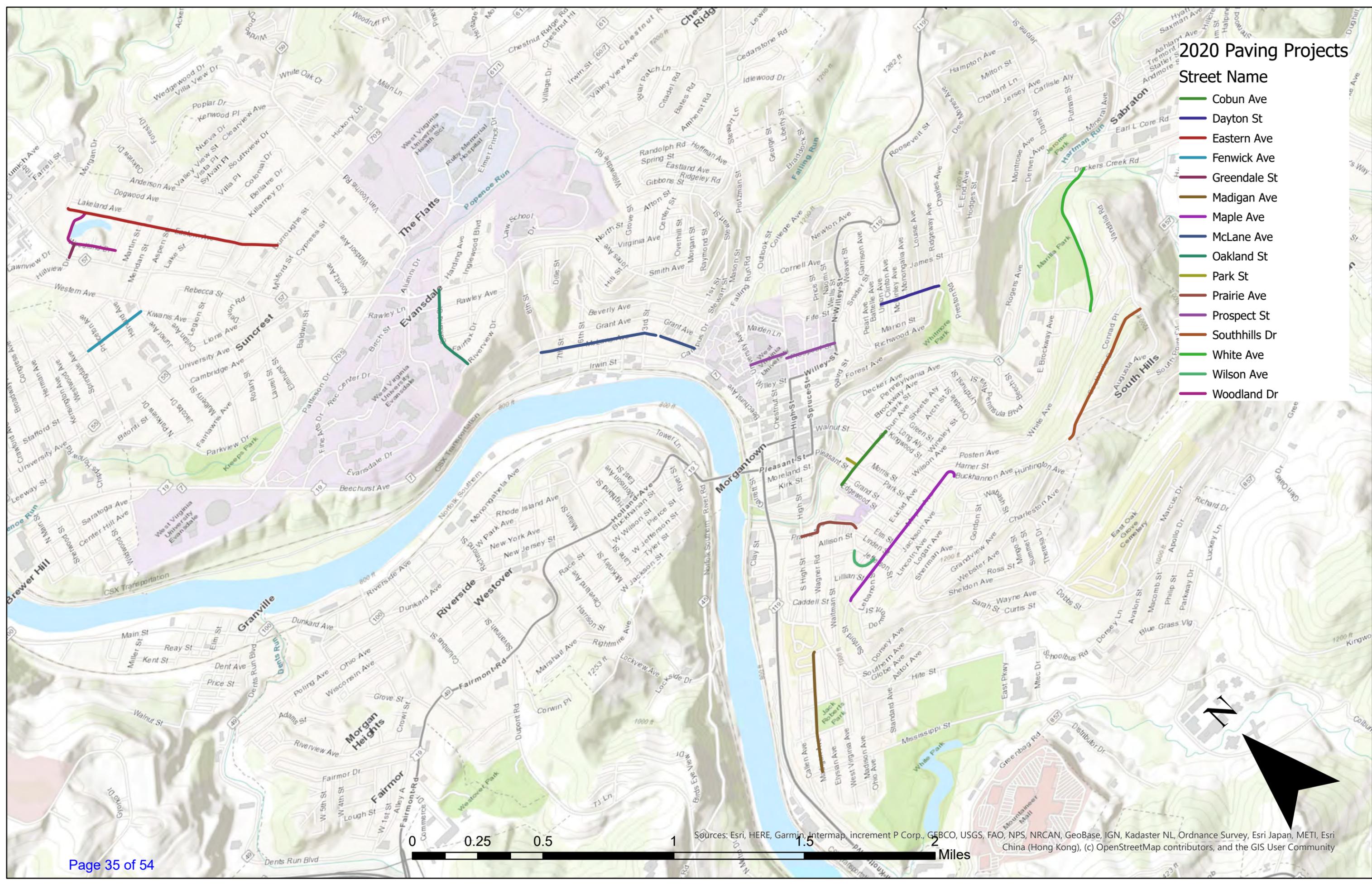
+ Denotes Streets that have Traffic Calming

Notes: We delayed scheduled paving work on Listravia Avenue and Baldwin Street in anticipation of major utility projects that will not be completed in time for us to include in our 2020 paving project.

2020 Paving Projects

Street Name

- Cobun Ave
- Dayton St
- Eastern Ave
- Fenwick Ave
- Greendale St
- Madigan Ave
- Maple Ave
- McLane Ave
- Oakland St
- Park St
- Prairie Ave
- Prospect St
- Southhills Dr
- White Ave
- Wilson Ave
- Woodland Dr



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

CITY OF MORGANTOWN, WEST VIRGINIA
Proposal for a Classification
and Compensation Study and Analysis
January 17, 2020



Principal Contact Person: Joellen Cademartori
JCademartori@GovHRusa.com
847-380-3238
630 East Dundee Road Suite 130
Northbrook, IL 60062

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CITY OF MORGANTOWN, WEST VIRGINIA
PROPOSAL FOR A CLASSIFICATION AND COMPENSATION STUDY AND ANALYSIS
January 17, 2020

INTRODUCTION

The City of Morgantown is interested in a classification and compensation study and analysis, including a review of additional pay benefits and FLSA review for approximately 275 employees in approximately 85 positions. The purpose of the project is to review the existing classification and compensation plan and to ensure that all positions are classified in a manner that is internally equitable and externally competitive. The result will be an updated plan that will allow for efficient and effective classification processes, offer fair and competitive wages, comply with state and federal laws and conform to accepted practices, and ensure retention of qualified workers.

PROFESSIONAL EXPERIENCE AND QUALIFICATIONS

GovHR USA, LLC ("GovHR") is a public-sector management consulting firm specializing in executive recruitment and management consulting. Our headquarters are in Northbrook, Illinois, and we are a certified Female Business Enterprise in the State of Illinois. GovHR provides service to jurisdictions and agencies on a variety of contemporary issues, including management, financial, and human resources assistance. We work exclusively in the public sector and all services are provided solely for public jurisdictions and not-for-profit entities. The company was formed as Voorhees Associates in 2009 and changed its name to GovHR USA in December 2013. Our organization is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. The firm currently has a staff of twenty-seven consultants and eight support staff personnel.

GovHR has conducted more than 60 classification and compensation studies within the past 5 years. Without fail, every pay plan recommended by GovHR has been successfully implemented by the client. All studies included the use of public-sector salary data and all studies included the following recommendations:

- New classification and compensation plans, assuring internal equity.
- Recommendations for job title changes where appropriate.
- Recommendations on how to deal with specific problems that arose during the course of the study (i.e., compression issues, internal equity issues, market discrepancy issues, etc.)
- Pay plans that were tied to performance.

A list of all the Classification and Compensation studies conducted by GovHR in the last five years is attached to this Proposal as *Appendix A* and a list of references for similar size studies, with contact information, is attached as *Appendix B*. We are happy to provide additional information for any of these past clients and welcome the City to contact them.

630 Dundee Road, Suite 130, Northbrook, IL 60062
Local: 847.380.3240 Toll Free: 855.68GovHR (855.684.6847) Fax: 866.401.3100 GovHRUSA.com

EXECUTIVE RECRUITMENT INTERIM STAFFING MANAGEMENT AND HUMAN RESOURCE CONSULTING

Joellen Cademartori, Chief Executive Officer and Co-Owner of GovHR, will serve as Project Manager for this Study. Ms. Cademartori will be assisted with data gathering, analysis and employee interviews by Senior Vice Presidents Rachel Skaggs and Sarah McKee, Associate Vice President Alice Bieszczat and Corporate Secretary and Compliance Manager Judy Schmittgens. Biographies for the team members are attached as *Appendix C*.

PLAN OF SERVICES, METHODOLOGY AND DELIVERABLES

To accomplish the City's objectives, GovHR will perform the following steps (listed in the order that the work is normally performed.) Please note, we have specified several areas where we will need the City's input/assistance.

I. Meetings, Salary and Benefits Survey, Job Analysis.

DELIVERABLE: Start Up Documents

DELIVERABLE: Job Analysis Questionnaire Form

- **Study preparation and project meeting (via video and/or conference call)**

Meet with City representatives (City Manager, Assistant City Manager and Human Resources Department) to discuss the process, share information and confirm tasks and timelines to be performed as part of the project. During this time, the Consultants will review organization charts, personnel rules and regulations, and the current classification and pay plans of the City. We will seek to determine problem areas and answer questions. Prior to the meeting, GovHR will require copies of the organization charts for each department, all pay plans, the current personnel manual, and any other relevant information related to salaries to make for a more productive initial meeting.

- **Establishing comparables**

DELIVERABLE: Group of Comparable Communities

Working with City staff and using our broad-based cohort methodology, we will determine a logical survey sample of "like" municipalities that impact the compensation market for the City. In selecting public employers, we normally use criteria such as number of employees, population served, EAV, budget size, proximity, etc., the purpose of which is to select jurisdictions that are most comparable to Morgantown, WV.

- **Employee Kickoff Meeting (1st trip/Project Manager).**

DELIVERABLE: Employee Understanding of Study Purpose and Process

Shortly after the initial project meeting with the City representatives, the Project Manager will meet with department heads and employees to explain the scope of the project and distribute the Job Analysis Questionnaire (JAQ) forms. GovHR understands that many employees have not participated in this type of process before, and we take the time to carefully explain the purpose of the project to the employees and to answer any questions they may have. If any of the employees are not available when these first meetings are held, they can view a video presentation of the meeting. Employees will then be allowed two (2) weeks to complete the questionnaire. The questionnaires will also be reviewed by each employee's supervisor and returned to GovHR within three (3) weeks of distribution.

- **Prepare and send out salary and benefits survey survey.**

GovHR will design and send out the salary and benefits survey to gather salary data for benchmark classifications in the comparable communities. To accomplish this, the Project Manager will work

with City representatives to select approximately 35 - 40 benchmark classifications from the City's 85 positions covered in the Study. These classifications will be chosen on the criteria of those that are most common in all communities and that cover all the various pay grades in Morgantown. In addition to job titles, brief position descriptions are included in the salary survey to make sure we are receiving salary data for "like" positions in the comparable communities.

Note: While GovHR will prepare all the materials to be sent out for the salary and benefits survey, we have found that sending out the survey under the client's letterhead generates a better/faster response from the survey respondents than when it is sent out under our letterhead/name. In addition, the City *may* be asked to make one follow up contact to those municipalities that do not initially respond to the survey request.

- **Job evaluation analysis and establishment of job classification system (2nd trip/Consultant Team).**
DELIVERABLE: New Job Classifications

Upon return of the JAQs by the City, GovHR will perform the following:

- Read each JAQ (up to 275) and corresponding Job Description (85), in their entirety.
- Personally interview at least one (1) employee from each job classification to further understand the scope of their job.
- Apply a measurement system of job evaluation factors, using nine (9) main factors used in our job evaluation instrument in order to evaluate the internal/comparable worth of each job classification. Upon completion of the job evaluation measurements, a new Classification Plan will be developed. It is important to emphasize that the job, not the qualifications or performance of the incumbent, is being evaluated. Part of this process will include the evaluation of current job titles and the recommendation for any changes, assuring that the job title and related recommended pay range matches what the employee is actually doing.

Note: A formal job evaluation system, such as the one utilized by GovHR, is an attempt to objectify the reasons that jobs are compensated differently. Most compensation practitioners agree that three (3) basic factors are important in determining compensation. These are: (1) skills required; (2) responsibility; and (3) working conditions. The Equal Employment Opportunity Commission recognizes these three (3) basic factors, along with seniority and performance, as valid determinants of compensation. The nine (9) factors used by GovHR are essentially subdivisions of the first three (3) factors mentioned above. In addition, it is GovHR's practice that, under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination of Employment Act (ADEA), it is illegal to discriminate in any aspect of employment. GovHR will not use discriminatory practices on the basis of race, color, religion, sex, national origin, disability, or age when performing a classification analysis. Decisions and recommendations will not be based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, or ethnic group, or individuals with disabilities.

- Based on the results of the job evaluation process outlined above, assign all classifications to skill levels.

Note: Logical breaks in the continuum of points determine the skill levels used for determining the classification system. For example, skill level 1 might contain jobs that scored between 185 and 200 points, skill level 2 between 205 and 220 points, and so on.

- Review the results of the job evaluation exercise with City representatives, and revise as necessary.

II. Salary and Benefits Survey Analysis.

DELIVERABLE: Salary Survey Data

DELIVERABLE: Additional Pay Benefits Survey Data

DELIVERABLE: New Salary Schedules

The following steps will be included in this component of the Study:

- Tabulate, summarize, and analyze comparative compensation information obtained through the surveys. Our pay tabulations compare the City's salaries for the surveyed positions, with the average minimum and the average maximum of the survey data for each surveyed class, when possible. Data is displayed for each jurisdiction on each class and summarized in an overall table. This data is analyzed to determine the percentage difference between the City's present pay for each class and the survey data.
- The Consultants will work with the City at the initial meeting to determine the City's policy with respect to compensation (i.e., 50th percentile; 75th percentile, etc.). Once this is determined, the Consultants will use the salary survey data to develop and recommend new salary schedules for the City's 85 classifications. This process will include a recommendation regarding how employees are inserted into the new plan and how they move through the proposed pay plan (either via a merit system or defined merit increment plan), with recommendations for a specific performance-oriented program with respect to salary advancement through the new salary ranges. The salary schedules will outline what the specific percentages are between ranges and grades.

Note: GovHR always recommends that there be a merit component associated with the granting of wage adjustments and a recommendation for this will be included in the City's final report.

- Tabulate, summarize, and analyze comparative benefit information obtained through the survey, including hazard pay, emergency work, retention pay, and other supplement pay opportunities as identified by the City. Make suggestions and recommendations where City's additional pay benefits are inconsistent with the survey group.

III. Progress Reports (meetings via video and/or conference calls).

GovHR prides itself on our attention to and communication with our clients as the project proceeds. As such, GovHR will strive to maintain regular contact with the City's representatives and to be available to address the Client's questions, concerns and needs. GovHR will make regular progress reports to the City as requested, particularly at critical points in the Study. Additionally, the Project Manager will meet with key City staff via video and/or conference calls to review the results of the job evaluation exercise and the proposed new salary schedules.

IV. Draft and Final Report Preparation.

DELIVERABLE: Draft and Final Report

A draft report will be prepared by the Consultants and sent electronically to the City that includes:

- an Executive Summary highlighting the overall scope of the Study and the general observations, outcomes and recommendations contained within the Report;
- a summary of all aspects of the Study, including recommendations, methods and guidelines for achieving the overall aspects of the Study as well as recommendations for annual maintenance and review of the new plans;
- pay range options that are consistent with the City's pay policy, outlining the pros and cons of each option;
- assignment of each position to an appropriate classification and pay grade based on internal equity and marketplace considerations;
- recommendations on keeping the plan current, equitable and up to date over the next ten years; and
- an implementation plan and cost estimates of implementing the Study's findings and recommendations. The analysis will include a narrative explanation identifying all assumptions used for computing the costs of implementing the proposed classification and compensation plans.

Note: Overtime costs will not be included, and the analysis will be estimates only, with sufficient detail to allow the City to compare various options.

Once the City representatives return comments, a final report will be prepared and sent to the City electronically.

V. Training Plan and Support Services

Ms. Cademartori will work with the City Manager, Assistant City Manager, Human Resource Department and other staff members during one or more of the several planned meetings with the City and will train them on the use of the Job Evaluation System until they have a proper understanding of the system.

A Positions Evaluation Manual will be provided to the City to allow for future classification updates. In addition, GovHR will provide support services for one year following completion of the Study at no charge to the City to answer any questions that arise concerning application of the system, inserting new positions into the Plan, etc.

VI. Presentation of Findings (3rd Trip/Project Manager)

The Project Manager will make a presentation of findings to the City representatives detailing the final results of the Study. The final report will include a procedure manual and appropriate forms for Human Resources staff and/or supervisors to maintain the recommended classification and pay plans.

PROPOSED PROJECT SCHEDULE

GovHR is available to start this project within two weeks of acceptance of the proposal. A project of this size would normally take approximately 120 days. We can work with the City on a shorter timeframe, if desired. The schedule below is contingent upon the timely response from the comparable entities supplying the salary and benefits data, and the employees and supervisors in returning the completed JAQs. Any delays in receipt of this information are beyond the control of GovHR and will lengthen the completion of the report. GovHR can commit to completing the project and sending all final materials by August 1, 2020 as requested in the RFP.

The following is a detailed breakdown of the proposed work schedule and staff assigned to each task:

- Week 1: Meet with City Representatives via video and/or conference call to discuss study methodology and expectations.
Phase 1
- Week 2: Prepare and distribute salary and benefits survey to comparable communities.
Phase 4
- Week 3: Conduct employee meetings; hand out JAQs and explain the purpose of the Study and the process.
Phase 2
- Week 4 to 6: Return of JAQs and salary and benefits surveys.
Phase 2
- Week 7: Reading of JAQs and job descriptions.
Phase 2
- Week 8: Return with Consultant Team to interview employees.
Phase 2
- Week 9 to 11: Analyze data; prepare new classification and compensation plans; review FLSA exemption status; and send draft analysis to Morgantown.
Phase 3
- Week 12: Receive return comments from the City and train City representatives on the implementation plan and Positions Evaluation Manual.
Phase 5
- Week 13: Meet with key City Representatives via video and conference calls to review preliminary findings.
Phase 5
- Week 14: Prepare Draft Report and send to Morgantown; receive return comments.
Phase 5
- Week 15: Prepare Final Report.
Phase 5
- Week 16: Present Final Report to City leaders.
Phase 5

PRICE PROPOSAL

The cost of the services described in our proposal is based on the time of our professional and support staff to complete it, as well as travel/transportation costs and miscellaneous expenses such as report reproduction, postage and supply expenses. We estimate the fee for the entire study to be **\$36,500** (\$32,500 for professional fees and \$4,000 for expenses) and will agree to complete the study for this **fixed fee of \$36,500**. We have listed the cost of our professional fee for each study component below. Payment terms are 40% of the professional fees (\$13,000) due after the initial project meeting, 40% (\$13,260) due sixty days after the project begins, and the balance of 20% (\$6,500) plus expenses due after project completion. Invoices will be submitted and are payable within 30 days, after which a 2% monthly charge will be added.

Study Phase Breakdown	Hours	Cost
I. Meeting, Salary and Benefits Survey, Job Analysis (Phases 1 and 4)		
Study Preparation and Project Meeting (via video and/or conference call)	4 Hours	\$500
Establishing Comparables	8 Hours	\$1,000
Prepare and Send Out Salary and Additional Pay Benefits Survey	12 Hours	\$1,500
Employee Kickoff Meetings (1 st Trip/Project Manager)	16 Hours	\$2,000
II. Salary Survey and Benefits Analysis (Phase 4)		
Analyzing Salary Survey Data	20 Hours	\$2,500
Analyzing Additional Pay Benefit Survey Data	10 Hours	\$1,250
Establishing New Salary Schedules	20 Hours	\$2,500
III. Job Description and Classification Plan Analysis (Phases 2 and 3)		
Reading of JAQs (up to 275) and Job Descriptions (85)	10 Hours	\$1,250
Employee Interviews (2 nd Trip/Consultant Team)	72 Hours	\$9,000
Analyzing Data and Establishing Classes	24 Hours	\$3,000
Assigning of Skill Levels	12 Hours	\$1,500
FLSA Review and Recommendations	6 Hours	\$750
Review and Evaluation of Preliminary Analysis with City (via phone/email)	8 Hours	\$1,000
IV. Draft and Final Report Preparation (Phase 5)		
Writing Draft Report	16 Hours	\$2,000
Final Report	6 Hours	\$750
V. Training of HR Staff on Use and Upkeep of System on 2nd or 3rd trip (Phase 5)		
	4 hours	\$500
VI. Presentation of Findings 3rd trip/Project Manager (Phase 5)		
	12 hours	\$1,500
TOTAL CLASSIFICATION AND COMPENSATION STUDY	260 Hours	\$32,500 + expenses

OPTIONAL SERVICES/EXPENSES:

Progress Reports – It is customary to have periodic telephone conversations throughout the Study to give progress reports. There will be no charge for these periodic telephone updates.

Additional Site Visits – If the City chooses to have the Consultants make an additional on-site visit there would be an additional cost of \$1,800 for professional fees and expenses per visit.

Job Descriptions – During the process GovHR will suggest edits/changes that need to be made to job descriptions; if the City would like GovHR to complete job description updates the fee is \$150.00/job description for updates and \$250/job description for new job descriptions.

Additional Services – Any additional services not covered in this Proposal and requested by the City will be billed at the rate of \$125 an hour plus expenses.

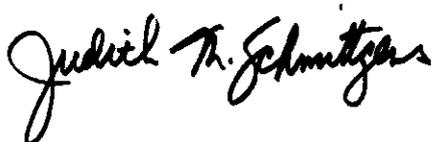
This quote is good for a period of three months, after which prices may increase.

CONCLUDING REMARKS

In closing, GovHR is a public-sector management consulting firm devoted to assisting only public-sector entities. We believe that the team assembled for conducting the proposed study for the City of Morgantown, WV is of the highest caliber and qualifications.

GovHR appreciates your consideration of this Proposal and looks forward to the opportunity to work with the City of Morgantown.

Sincerely,



Judith M. Schmittgens
Corporate Secretary and Compliance Manager
GovHR USA, LLC

Appendices:

Appendix A: GovHR Project List – Last 5 Years

Appendix B: References

Appendix C: Consultant Biographies

APPENDIX A – CLIENT LIST (LAST 5 YEARS)

GovHR CURRENT AND COMPLETED PROJECT LIST		
Client	Study	Year Completed
Boxborough, Massachusetts	Classification and Compensation	In progress
Deer Park, Illinois	Classification and Compensation	In progress
Falmouth, Massachusetts	Classification and Compensation	In progress
Framingham Library, Massachusetts	Classification and Compensation, Job Descriptions	In progress
Hingham, Massachusetts	Classification and Compensation, Job Descriptions	In progress
Keokuk-Fairfield, Iowa	Classification and Compensation	In progress
Lisle, Illinois	Personnel Manual review	In progress
Littleton, Massachusetts	Classification and Compensation	In progress
Marblehead, Massachusetts	Classification and Compensation, Job Descriptions	In progress
Montgomery, Illinois	Classification and Compensation	In progress
Needham, Massachusetts	Classification and Compensation, Job Descriptions	In progress
New Bedford, Massachusetts	Classification and Compensation, Job Descriptions	In progress
New Brighton, Minnesota	Compensation	In progress
Norton Shores, Michigan	Police & Fire Study	In progress
Princeton, Illinois	Classification and Compensation	In progress
Sterling Heights, MI	Police Study	In progress
Stillwater, Minnesota	PW Organizational Study	In progress
Sturbridge, Massachusetts	Classification and Compensation	In progress
Villa Park, Illinois	Compensation	In progress
Waunakee, Wisconsin	Compensation	In progress
Winnetka, Illinois	Classification and Compensation	In progress
Channahon, Illinois	Compensation	2019
Coal City, Illinois	Compensation	2019
Dartmouth, Massachusetts	Classification and Compensation	2019
McHenry County Conservation District, Illinois	Compensation	2019
Orland Park, Illinois	Classification and Compensation	2019
Oswegoland Park District, Illinois	Classification and Compensation	2019
Seward, Alaska	Classification and Compensation	2019
Shrewsbury, Massachusetts	Classification and Compensation	2019
Troy, Michigan	Classification and Compensation	2019
Urbana Park District, Illinois	Compensation	2019
Wilmette Park District, Illinois	Classification and Compensation	2019
Glenview, Illinois	Classification and Compensation, Job Descriptions	2018
Greater Peoria Mass Transit Dist., Illinois	Compensation	2018
Moline, Illinois	Classification and Compensation	2018
North Aurora, Illinois	Job Descriptions	2018
Southborough, Massachusetts	Compensation, Job Descriptions	2018

St. Charles Park District, Illinois	Classification and Compensation	2018
Wauconda, Illinois	Classification and Compensation	2018
Westborough, Massachusetts	Classification and Compensation	2018
Woodbury, Minnesota	Classification and Compensation	2018
Lodi, Wisconsin	Compensation—Update	2018
Arlington Heights, Illinois	Classification and Compensation	2017
Baraboo, Wisconsin	Compensation—Update	2017
Bloomfield Township Library, Michigan	Classification and Compensation, Job Descriptions	2017
Geneva, Illinois	Organizational Analysis	2017
ILCMA	Strategic Plan	2017
Joliet, Illinois	Classification and Compensation	2017
Lexington, Massachusetts	Classification and Compensation	2017
Lincolnwood, Illinois	Police Department Analysis	2017
McHenry, Illinois	Classification and Compensation	2017
Morton Grove, Illinois	Executive Coaching and Strategic Plan	2017
Mount Prospect, Illinois	Classification and Compensation	2017
Mukwonago, Wisconsin	Classification and Compensation	2017
Needham, Massachusetts	Compensation	2017
Oak Park Township	HR Needs Assessment	2017
Palatine Park District	Classification and Compensation	2017
Park District of Oak Park, Illinois	Compensation	2017
Rantoul, Illinois	Classification and Compensation	2017
Round Lake, Illinois	Classification and Compensation	2017
St. John, Indiana	Police & Fire Staffing Analysis	2017
South Milwaukee, WI	Streets Department Study	2017
Weston, Massachusetts	Classification and Compensation	2017
Windsor, Connecticut	Classification and Compensation	2017
Algoma Sanitary District	Compensation	2016
Burlington, Iowa	Classification and Compensation	2016
Des Plaines, Illinois	Classification and Compensation	2016
Eastham, Massachusetts	Classification and Compensation	2016
Geneseo Park District, Illinois	Strategic Plan	2016
Glencoe, Illinois	Classification and Compensation	2016
Machesney Park, Illinois	Compensation, Job Descriptions	2016
New Berlin, Wisconsin	Classification and Compensation	2016
Niles, Illinois	Compensation	2016
Pekin, Illinois	Organizational Analysis	2016
Plainfield, Illinois	Classification and Compensation	2016
Rantoul, Illinois	Classification and Compensation	2016
Riverside/ North Riverside, Illinois	Dispatch Consolidation Project	2016
South Barrington, Illinois	Classification and Compensation	2016
South Barrington, Illinois	Police Staffing Analysis	2016
Winnetka Park District, Illinois	Strategic Plan	2016

Berlin, Wisconsin	Classification and Compensation	2015
Dixon, Illinois	Classification and Compensation	2015
Evansville, Wisconsin	Compensation	2015
Franklin Park, Illinois	Compensation	2015
Franklin, Wisconsin	Classification and Compensation	2015
Oregon, Illinois	Compensation and Benefits	2015
Oshkosh, Wisconsin	Public Works Department Analysis	2015
Park District of Highland Park, Illinois	Classification and Compensation	2015
Plymouth, Wisconsin	Recreational Services Analysis	2015
Portage, Wisconsin	Organizational Analysis	2015
Romeoville, Illinois	Classification and Compensation, Staffing Analysis	2015
Schiller Park, Illinois	Police Department Analysis	2015
Southborough, Massachusetts	Classification and Compensation	2015
Sterling, Illinois	Classification and Compensation	2015
Vernon Hills	Public Works Department Analysis	2015
Waukesha, Wisconsin	Classification and Compensation, Job Descriptions	2015
Waupaca, Wisconsin	Job Descriptions	2015
Westmont, Illinois	Compensation	2015

APPENDIX B – REFERENCES

City of Seward, Alaska

Classification and Compensation Study (2019)

Contact: Scott Meszaros, City Manager

410 Adams Street

Seward, AK 99664

smeszaros@cityofseward.net

Telephone: 907-224-4047

Project Manager: Joellen Cademartori

Consultants: Heidi Voorhees, Judy Schmittgens, Charlene Stevens, Alice Bieszczat

Positions in Study: 67 Positions/96 Employees

Town of Shrewsbury, Massachusetts

Classification and Compensation Study (2019)

Contact: Kristina Anderson, Human Resources Coordinator

100 Maple Avenue Shrewsbury, MA 01545

Telephone: 508-841-8508

KAnderson@ShrewsburyMA.gov

Project Managers: Joellen Cademartori

Consultants: Alice Bieszczat and Sarah McKee

Positions in Study: 75 Positions/210 Employees

Village of Glenview, Illinois

Classification and Compensation Study (2019)

Contact: Sarah Schillerstrom, HR Manager

2500 East Lake Avenue

Glenview, IL 60026

sschillerstrom@glenview.il.us

Telephone: 847-904-4370

Project Manager: Joellen Cademartori

Consultants: Alice Bieszczat, Sara McKee, Judy Schmittgens

Positions in Study: 55 Positions

Village of Orland Park, Illinois

Classification and Compensation Study (2019)

Contact: Stephana Przybylski, Human Resources Director

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Project Manager: Joellen Cademartori

Consultants: Alice Bieszczat, Sara McKee, Judy Schmittgens

Positions in Study: 93 Positions/289 Employees

Village of Plainfield, Illinois

Classification and Compensation Study (2016)

Contact: Traci Pleckham/Director of Management Services

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Telephone: (815) 439-2924

Project Manager: Joellen Cademartori

Consultants: Alice Bieszczat, Judy Schmittgens, Patrick Carey, Joseph De Lopez, Lee Szymboski

Positions in Study: 65 Positions/145 Employees

APPENDIX C – CONSULTANT BIOGRAPHIES

JOELLEN J. CADEMARTORI

Chief Executive Officer, GovHR USA, LLC
President/Co-owner – GovTempsUSA

Joellen Cademartori is the CEO and Co-Owner of GovHR USA, LLC, a company that combines Voorhees Associates, LLC and GovTempsUSA, LLC. GovHR USA focuses on recruitment, interim staffing, management and human resources consulting and professional development. Prior to creating GovHR USA, Ms. Cademartori founded GovTempsUSA along with Ms. Heidi Voorhees. She has managed the day-to-day operations of the interim staffing firm since its inception in 2011 and has overseen numerous human resources studies, recruitments and related projects.

Ms. Cademartori is currently serving as the Project Manager on several Classification and Compensation Studies in Alaska, Iowa, Massachusetts, Michigan and Illinois, and has also managed Studies in Connecticut, Indiana, Minnesota and Wisconsin.

Ms. Cademartori is regarded for the commitment and dedication she has shown in her service to local government over her twenty-four year career. She is a seasoned manager, with expertise in public sector human resources management. She has worked in three states: Massachusetts, North Carolina and Illinois; and in six jurisdictions, with populations ranging from 15,000 to 150,000: Holden, Northborough, Yarmouth and Barnstable, Massachusetts; Catawba County, North Carolina; and Evanston, Illinois. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

One of Ms. Cademartori's significant abilities is to think and act strategically. She has the proven ability to start with a conceptual idea, identify stakeholders, develop a scope of work, supervise the agreed upon process, and deliver desired outcomes.

In addition, she is adept at assessing service delivery, identifying efficiencies and areas of opportunities and implementing recommendations. In Evanston, she took a newly formed department of Administrative Services and improved operations in all areas: Finance, Human Resources, Information Technology and Parking Operations, with a 30% reduction in staff.

Ms. Cademartori holds an undergraduate degree in Economics from Worcester State College in Worcester and a Master of Public Administration degree from Northeastern University in Boston, MA. She is a proponent of continuing education and continuous learning. She attended the Senior Executive Institute, Leading, Educating and Developing (LEAD) Program, at the University of Virginia's Weldon Cooper Center for Public Service in 2008.

Ms. Cademartori has valued her professional affiliations throughout her career and has been privileged to serve on numerous local, state and national committees. A highlight was serving on the International City/County Management Association (ICMA) Executive Board from 2001 to 2003.

SARAH MCKEE
Senior Vice President

Sarah McKee is a Senior Vice President with GovHR USA and has extensive experience as a local government manager and in non-profit management. She has conducted recruitments for a variety of positions including, City Manager/Administrator, Public Works Director, Fire Chief, Human Resource Director, Director of Development Services, Park and Recreation Director, Building Director, Bridge and Road Director, Court Services Director, 911 Center Director, Community and Economic Development Director and non-profit Executive Director in various states including Illinois, Indiana, North Carolina, South Carolina, Florida, Texas, Washington, Montana, West Virginia and Colorado. She has also been involved in studies related to organizational structure/development and strategic planning and has assisted on classification and compensation studies in Illinois and Massachusetts.

Sarah was a city manager in Johnstown, OH (5,500) and Rolling Meadows, IL (25,000). While managing in Johnstown, the community saw a 20 percent growth in residential and commercial and Sarah was instrumental in establishing their first comprehensive plan as well as a downtown revitalization plan. She was also expanded their industrial park after the park experienced maximum capacity. During her administration, she successfully acquired various grants for community park renovations and led the community through the Main Street application process.

During the recession of 2008, she led Rolling Meadows through a workforce reduction which also included an early incentive retirement program as well as a successful re-negotiation of police and fire contracts for additional cost savings to the City. Additionally, she developed a retention and expansion program for the community's commercial and industrial businesses and attracted additional employers to their corporate centers. During her tenure, she was influential in attracting several new businesses to the area including expansion of several large employers.

Sarah also has extensive experience in Public Works Administration. Having served as a solid waste and fleet superintendent prior to being a public works director, she is known for several innovative ideas that have saved millions of dollars in local governments. While serving as the solid waste superintendent in Paducah, KY, she created the first biosolids waste composting facility in the state. In its first year of operation, the City saved approximately \$1M dollars in landfill costs through the diversion of biosolids and yard waste.

Through ICMA's international program and their cooperation with USAID, Sarah was asked to assist the country of Bulgaria in developing their solid waste management program as they transitioned to the European Union. She spent over seven years developing their program and training their environmental experts as well as assisting in the development of their landfills and composting sites. In addition to Bulgaria, Sarah has also worked in Beirut, Lebanon in the development of the Economic Development plan.

Recently, Sarah expanded her experience into non-profit management. She served as the first Executive Director of the Issaquah Highlands Community Association. Issaquah Highlands is an award winning, large scale master planned, built green urban village located just east of Seattle, WA. The community association is responsible for the governance and management of over 4,000 housing units as well as commercial (including a hospital campus) and retail spaces with 1500 acres of open spaces with 22 parks, soccer fields, dog parks, sport courts and play areas. The Association is charged with maintaining all streetscape, storm water systems including its use as irrigation in streetscapes and parks, management of 9 neighborhoods and 13 supplemental neighborhoods including z-Homes (zero based energy homes).

Professional Education, Training and Instruction, Memberships and Affiliations, Awards and Local Government Professional Background

Professional Education

- Master's degree in Public Administration with emphasis in Organizational Communications, Murray State University, KY
- Bachelor of Science degree in Business Administration with emphasis in management, Murray State University, KY

Training and Instruction

Sarah has spoken/presented at various conferences including ICMA's Women's luncheon, Illinois Government Finance Officers Association, Indiana Municipal Managers Association, Illinois City/County Management Association and various other entities related to municipal government. She also serves as a coach for ICMA.

Local Government Professional Background

Extensive experience as a local government manager and in non-profit management

- Executive Director, Issaquah Highlands Community Association, Issaquah, WA 2012-2014
- City Manager, Rolling Meadows, IL 2008-2010
- Village Manager, Johnstown, OH 2003-2008
- Public Works Director, Paducah, KY 1999-2003
- Solid Waste Superintendent/Fleet Superintendent, Paducah, KY 1994-1999

RACHEL SKAGGS

Senior Vice President

Rachel Skaggs recently joined GovHR and has over 10 years of experience in local government management with the Village of Montgomery, the Village of Schaumburg and the City of Princeton, Illinois. She has managed substantial capital and general budgets, developed utility policies, improved economic development initiatives, and handled multiple human resources functions. She possesses a Master's Degree in Public Administration from Northern Illinois University in DeKalb, IL.

Rachel served as the City Manager for Princeton, Illinois from 2015 – 2019. Princeton is an active City located two hours west of Chicago on Interstate 80. Princeton is unique in that it provides all their own city services including electric, water, sewer, refuse collection, streets, and cemeteries. Princeton also has a city-owned hospital. The City has a budget of over \$25 million. The community is known for its significant historic buildings, with two downtown districts recently placed on the National Register of Historic Places. During Rachel's tenure for the City of Princeton she has completed numerous projects, including creating policies, developing operating and capital budgets, streamlining operations, conducting RFP's, refinancing debt, negotiating union contracts, and many more tasks.

Prior to her time with the City of Princeton, Rachel served as the management analyst for the Village of Schaumburg (2012 – 2015) and for the Village of Montgomery (2009 - 2012). During her time as management analyst she was responsible for human resources, capital improvement planning, budgets, special events, and community outreach.

Rachel has also done a considerable amount of research on females in local government and co-authored a Public Management article on why there are not more female city managers with Heidi Voorhees in 2015.

ALICE BIESZCZAT**Associate Vice-President/Human Resources Management Consultant**

Alice Bieszczat joined GovHR in early 2013 and brings almost 20 years of experience spanning the private, non-profit and public sectors to the organization. Ms. Bieszczat has a Master's Degree in Public Service Management and a Bachelor of Science Degree in Mathematics, both from DePaul University. In addition, she has provided human resources consulting services for both Voorhees Associates and The PAR Group, as well as non-profit consulting services for clients including the Ann & Robert H. Lurie Children's Hospital of Chicago, the North Shore Senior Center and the Archdiocese of Milwaukee.

Ms. Bieszczat's most recent consulting assignments for GovHR have included Classification and Compensation Studies in Illinois, Massachusetts, Minnesota, Wisconsin, Iowa and Indiana. She has served as the Project Manager for Classification and Compensation Studies in Wisconsin (Algoma, Waukesha, Cross Plains, Evansville, New Berlin and Berlin), Illinois (Des Plaines, Sterling and Dixon), and Iowa (Burlington). She also assisted with document preparation, employee interviews, salary and benefits review and analysis and report writing for numerous studies.

Ms. Bieszczat also worked for the Chaddick Institute of Metropolitan Development at DePaul University. During her tenure there she helped implement programs advancing the field of urban planning and design review for municipalities in metropolitan Chicago. Her research on transportation innovations was published in the Transportation Research Journal and featured in national media such as the *New York Times*, *Atlantic Cities* and *Planning Magazine*. She has lectured on transportation innovations in conference, seminar and university settings. At Lurie Children's Hospital of Chicago, Ms. Bieszczat led the Foundation Gifts team in securing leadership gifts to support its community-based outreach programs and the construction of its new facility in downtown Chicago. Ms. Bieszczat began her career in telephony. As a Radio Frequency Engineer for Sprint Cellular and Alltel, she partnered with local maintenance technician teams to plan, design, implement and optimize cellular phone networks nationwide.

JUDITH M. SCHMITTGENS**Corporate Secretary and Compliance Manager**

Judy Schmittgens joined the Company in 2013 as the Compliance and Client Relations Manager for GovHR. She handles the company's licensing and certification requirements, monitors legislation pertinent to the company's business operations, and maintains the corporate records. She also assists with drafting proposals for classification and compensation studies and other business procurement opportunities and has assisted with employee meetings and interviews for studies in Alaska, Connecticut, Illinois, Massachusetts and Wisconsin. Ms. Schmittgens is responsible for reviewing job descriptions for legal compliance and has performed job description updates and FLSA status review for numerous municipalities.

Ms. Schmittgens is an Illinois licensed attorney and was in private practice for the past eighteen years. Prior to that, she was the Senior Counsel and Manager of Government Affairs for Interstate National Corporation (a division of Fireman's Fund Insurance Company), where she was responsible for contract and policy review, company and agent licensing, and litigation management.

Ms. Schmittgens received her law degree from Indiana University and her Bachelor's Degree in Political Science from Illinois State University.