



**MORGANTOWN**  
CITY CLERK

304-284-7439  
Morgantownwv.gov  
389 Spruce St.  
Morgantown, WV 26505

## **AGENDA**

### **CITY COUNCIL REGULAR MEETING**

**City Hall Council Chambers, 389 Spruce Street, 2nd Floor, Morgantown, WV 26505**

**Tuesday, August 12, 2025, at 7:00 PM**

**This meeting will be broadcast live via YouTube at City of Morgantown - YouTube**

**<https://www.youtube.com/@CityofMorgantown/streams>**

**1. PLEDGE:**

**2. CALL TO ORDER:**

**3. ROLL CALL:**

**4. APPROVAL OF MINUTES:**

A. July 22, 2025, Special Meeting Minutes

B. July 22, 2025, Regular Meeting Minutes

C. July 29, 2025, Special Meeting Minutes

D. July 29, 2025, Committee of the Whole Meeting Minutes

**5. CORRESPONDENCE:**

A. Presentation Susan Riddle, President and CEO Visit Mountaineer Country Convention & Visitor Bureau (VMCCVB)

**6. PUBLIC HEARINGS:**

**A. An Ordinance Authorizing a Right-of-Way and Easement Release Over Lots 6, 7, and 8 of the Plan of Lots for Barnes & Bitonti in Morgan District**

**7. UNFINISHED BUSINESS:**

**A. Consideration of APPROVAL of (Second Reading) of An Ordinance Authorizing a Right-of-Way and Easement Release Over Lots 6, 7, and 8 of the Plan of Lots for Barnes & Bitonti in Morgan District (*First Reading July 22, 2025*)**

B. Boards and 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 A Resolution Amending the FY 2025-2026 Budget Revision for the Morgantown General Fund (Revision #2)**
- B. Consideration of APPROVAL of A Resolution Amending the FY 2025-2026 Budget Revision for the Morgantown Capital Escrow Fund (Revision #1)**
- C. Consideration of APPROVAL of A Resolution approving Grant Award CIMO0582026 from the State of WV, Division of Multimodal Transportation Facilities**
- D. Consideration of APPROVAL of A Resolution Approving Grant Award CIMO057-2026 from the State of WV, division of Multimodal Transportation Facilities**
- E. Request for Exemption from Vacant Structure Registration for 71 Donley Street**

**11. NEW BUSINESS:**

- A. Consideration of APPROVAL of A Resolution for award of contract to Mountaineer Infrastructure for the Runway 18-36 Phase 5 Construction**
- B. Consideration of APPROVAL of (First Reading) of An Ordinance Authorizing a Supplemental Agreement to Real Estate Contract No. DTFAEA-06-L-00064 with the Federal Aviation Administration**
- C. Consideration of APPROVAL of A Resolution in Support of Legislation to Assist Disabled Coal Miners**
- D. Consideration of APPROVAL of A Resolution opposing the siting or construction of the Mid-Atlantic Link project**

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

**13. REPORT FROM CITY CLERK:**

**14. REPORT FROM CITY ATTORNEY:**

**15. REPORT FROM COUNCIL MEMBERS:**

**16. EXECUTIVE SESSION:**

- A. Legal advice regarding operations and procedures of City boards and commissions (W. Va. Code 6-9A-4(b)(12))**

**17. ADJOURNMENT:**

**For accommodations please call or text 304-288-7072**





# City Council Agenda Item Summary

Council Meeting Date: August 12, 2025

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**Item:** Ordinance authorizing release of a sewer easement  
**Department:** City Attorney  
**Requested By:** Property Owner (Little Village, LLC)  
**Strategic Goal:** Strategic Plan – n/a. Comprehensive Plan – n/a.

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**Recommended Motion:** Move to approve the ordinance authorizing execution of a right-of-way and easement release.

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**Item Summary:** The City is the owner of a sewer utility easement crossing property outside the City boundaries in Morgan District, adjoined by North Parkview Drive and University Avenue. A mixed-use commercial building and parking lot have been constructed on the property. The sewer utility easement was originally acquired by the United States Federal Works Agency in 1942 and conveyed to the City by quitclaim deed in 1954. The utility easement passes underneath the commercial building. A new sewer line has been constructed around the building and is dedicated to use by the Morgantown Utility Board, so the sewer system is adequately served by existing infrastructure without the need for this utility easement.

This item was read and considered for the first time at the July 22, 2025 Regular City Council meeting.

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**Fiscal Impact:** None.

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**AN ORDINANCE OF THE CITY OF MORGANTOWN  
PROVIDING FOR EXECUTION OF A RIGHT-OF-WAY AND EASEMENT RELEASE  
OVER LOTS 6, 7, AND 8 OF THE PLAN OF LOTS LAYOUT FOR BARNES &  
BITONTI  
SITUATED IN MORGAN DISTRICT, MONONGALIA COUNTY, WEST VIRGINIA**

The City of Morgantown hereby ordains as follows:

**Section 1. Findings and Purpose.** In accordance with West Virginia Code section 8-11-3(6) and City Charter section 2.12(7) and (10), an ordinance of City Council is required in order to transfer interests in land or to vacate public ways. City Council finds and concludes that the right-of-way and easement described and defined on the attached “Right-of-Way and Easement Release” is not needed for public purposes of The City of Morgantown and should be released. More particularly, City Council finds and concludes that the right-of-way and easement described therein is outside the corporate limits of The City of Morgantown and was acquired by the Federal Works Agency of the United States for nominal compensation and granted a perpetual easement alternating in width from 8 to 10 feet to construct, maintain, repair, replace and use a sewer system, and that an alternate sewer system or portion thereof has been constructed at and adjacent to the designated property, Lots 6, 7, and 8 of the Plan of Lots Layout for Barnes & Bitonti, and has been or will be dedicated to the use of the Morgantown Utility Board for sewer purposes, such that alternate facilities are available without the use of the existing easement and right-of-way.

**Section 2. Authorization to Execute Release.**

Based upon the foregoing findings and conclusions, the City Manager is hereby authorized to execute the attached Right-of-Way and Easement Release, and to execute such other documents as may be necessary or helpful to accomplish the purposes thereof.

**Section 3. Repeal, Savings, Severability.**

Any section of this Code repealed or modified by a subsequent ordinance will continue in force until the effective date of the repealing ordinance.

The repeal or modification of any part of this Code does not affect any existing right acquired, or liability or obligation incurred, under the code sections amended or repealed unless the modifying ordinance expressly so provides. Any repealed or modified part of this Code will remain in force for the purpose of sustaining any proper legal proceedings and prosecutions related to the enforcement of such right or liability brought prior to the repeal or modification.

The repeal of any repealing ordinance, clause, or provision does not revive any former ordinance, clause, or provision unless expressly provided by ordinance.

If any provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid by a court of competent jurisdiction or other entity or agency having jurisdiction to make such determination, the remainder of this Ordinance and the application to other persons or circumstances remain in effect.

**Section 4. Effective date; application.** This ordinance shall be effective upon adoption. This Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

**Section 5. Recording of ordinance.** The City Clerk is directed to obtain all signatures required by the form of Ordinance adopted and maintain an executed original ordinance with the official records of the City of Morgantown, to be maintained, preserved, and accessed in accordance with the laws of the State of West Virginia and the City of Morgantown, and to take the following additional actions: Deliver an executed original of the Right-of-Way and Easement to the City Attorney.

FIRST READING: \_\_\_\_\_

\_\_\_\_\_  
Mayor

SECOND READING: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

FILED: \_\_\_\_\_

**RIGHT-OF-WAY AND EASEMENT RELEASE**

**THIS RIGHT-OF-WAY AND EASEMENT RELEASE** (“Release”) is made on August \_\_\_\_\_, 2025, by The City of Morgantown, West Virginia, a municipal corporation, party of the first part (“City of Morgantown”), for the benefit and in favor of Little Village LLC, a West Virginia limited liability company, party of the second part (“Little Village”), and its successors in interest.

WHEREAS, Little Village owns Lots 6, 7, and 8 of the Plan of Lot Layout for Barnes & Bittonti situated in Morgan District of Monongalia County, West Virginia (“Property”) by deed from Jane Corder Moore et al. dated July 11, 2019, which is recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia (“Clerk’s Office”) in Deed Book 1677 at Page 15 (“Vesting Deed”); and

WHEREAS, the Vesting Deed includes that certain July 2, 2019, map or plat prepared by Allan J. Witschi, PS No. 587, of Greenleaf Surveying Company, that depicts certain stormwater and sanitary sewer lines, manholes, drop inlets, and related facilities extending across and through the Property from North Parkview Drive to Lot 9 of the Plan of Lot Layout for Barnes & Bittonti (“Existing Facilities”); and

WHEREAS, the Property is subject to and encumbered by a perpetual public easement established by three July 3, 1942, Judgments on the Declaration of Taking of the District Court of the United States for the Northern District of West Virginia which are recorded in the Clerk’s Office in Deed Book 332 at Pages 16, 51, and 58, that are part of the 22<sup>nd</sup> tract conveyed from the United States of America to City of Morgantown by quitclaim deed dated February 1, 1954, and recorded in the Clerk’s Office in Deed Book 506 at Page 492 (“Existing Easement”); and

WHEREAS, Little Village has constructed a new building with integral sidewalks, canopies, fire escape, and related improvements (“Building”) on the Property as depicted and shown on the June 19, 2025, map or plat prepared by Ronald A. Talkington, PS No. 876, of Cheat Road Engineering, Inc. which is attached hereto and incorporated herein as Exhibit A (“2025 Plat”);

WHEREAS, in furtherance of the Building, Little Village constructed new sanitary and stormwater pipelines, manholes, inlets, and related improvements for the carrying and transporting of sanitary sewage and stormwater across and through the Property and around the Building (“New Facilities”).

**WITNESSETH:** That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and the construction of the New Facilities by Little Village, the receipt and sufficiency of all of which are hereby acknowledged, City of Morgantown hereby abandons, extinguishes, and surrenders the Existing Easement under and within the footprint and perimeter of the Building and quitclaims and releases to Little Village the Existing Facilities under and within the footprint and perimeter of the Building.

This Release is binding upon the parties hereto, and their respective successors and assigns.

[REMAINDER OF PAGE LEFT BLANK]

**THE CITY OF MORGANTOWN,  
a municipal corporation**

By: \_\_\_\_\_  
Its: City Manager

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2025, by \_\_\_\_\_, The City Manager of The City of Morgantown, a municipal  
corporation, for and on behalf of and as the act and deed of such corporation.

My commission expires: \_\_\_\_\_.

(Notarial Seal) \_\_\_\_\_  
Notary Public in and for the

State of West Virginia

This instrument prepared by: Steven M. Prunty  
Reeder Shuman PLLC  
256 High Street  
Morgantown, West Virginia 26505



# City Council Agenda Item Summary

Council Meeting Date: 08/12/2025

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**Item:** Consideration of (APPROVAL) of A Resolution Amending the FY 2025-2026 Budget Revision for the Morgantown General Fund (Revision #2)

**Department:** Finance Department  
**Requested By:** Jonathan Furgison, Finance Director  
**Strategic Goal:** Excellent and Responsible – Fiscal Sustainability

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**Recommended Motion:** Move to approve the resolution amending the FY2025-2026 Budget Revision for the Morgantown General Fund (Revision #2)

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**Item Summary:**

Attached is a narrative and proposed amendment to the FY26 General Fund Budget (Revision #2) as follows:

**1. Reallocation of Expenditures to Mayor’s Office**

This budget revision proposes the reallocation of \$3,000 in expenditures from the City Council Department (Department No. 410) to the Mayor’s Office (Department No. 409). The adjustment is necessary to reflect the appointment of Mayor Danielle Trumble and to ensure that associated costs—specifically, West Virginia Municipal League dues and anticipated travel—are properly aligned with the appropriate departmental budget.

**2. Transfer Prior Year Parking Lot Rent Received**

The purpose of this budget revision is to reallocate revenue associated with the Frontier parking lot lease payments that were collected during FY2025 and deposited into the General Fund. These payments, totaling \$6,000 (\$500 per month for 12 months), were intended for the Parking Authority as compensation for the lease of five designated parking spaces. This revision ensures proper alignment of revenue with its intended fund and supports accurate financial reporting and fund integrity.

The proposed revision is designed to preserve operational continuity, protect long-term financial health, and maintain compliance with state reporting requirements.

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**Fiscal Impact:** \$0 net change to the overall FY26 General Fund Budget

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Resolution No. 2025-\_\_

## A RESOLUTION OF THE CITY OF MORGANTOWN

### Amending the 2025-2026 Budget for the Morgantown General Fund Budget Revision No. 2

The City of Morgantown hereby resolve as follows:

#### **Section 1. Findings and Purpose.**

The City Council finds and determines that the Fiscal Year 2025-2026 General Fund budget should be amended as stated in this Resolution.

#### **Section 2. Adoption of Revision to Fiscal Year 2025-2026 General Fund budget.**

The City of Morgantown Fiscal Year 2025-2026 General Fund budget is hereby amended as shown in the attached schedule, which is incorporated in this Resolution by reference.

#### **Section 3. Repeal, Savings, Severability.**

Any section of this Code repealed or modified by a subsequent Resolution will continue in force until the effective date of the repealing Resolution.

The repeal or modification of any part of this Code does not affect any existing right acquired, or liability or obligation incurred, under the code sections amended or repealed unless the modifying Resolution expressly so provides. Any repealed or modified part of this Code will remain in force for the purpose of sustaining any proper legal proceedings and prosecutions related to the enforcement of such right or liability brought prior to the repeal or modification.

The repeal of any repealing Resolution, clause, or provision does not revive any former Resolution, clause, or provision unless expressly provided by Resolution.

If any provision of this Resolution, or the application of this Resolution to any person or circumstance, is held invalid by a court of competent jurisdiction or other entity or agency having jurisdiction to make such determination, the remainder of this Resolution and the application to other persons or circumstances remain in effect.

**Section 4. Effective date; application.** This Resolution shall be effective upon adoption, subject to any approval or other action required by the office of the West Virginia State Auditor. This Resolution does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

**Section 5. Recording of Resolution.** The City Clerk is directed to obtain all signatures required by the form of Resolution adopted and maintain an executed original Resolution with the official records of the City of Morgantown, to be maintained, preserved, and accessed in accordance with the laws of the State of West Virginia and the City of Morgantown, and to take the following additional actions: Deliver an executed copy of the Resolution to the Director of Finance and Support Services.

Adopted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**Record of Roll Call Vote**

The following votes were recorded for the foregoing ordinance or resolution:

- Councilor M. Joeseeph Abu-Ghannam, First Ward:     Yes         No         Absent
  
- Councilor Jodi Hollingshead, Second Ward:         Yes         No         Absent
  
- Councilor Louise Michael, Third Ward:             Yes         No         Absent
  
- Councilor Jennifer Selin, Fourth Ward:            Yes         No         Absent
  
- Mayor Danielle Trumble, Fifth Ward:              Yes         No         Absent
  
- Councilor Mark Downs, Sixth Ward:               Yes         No         Absent
  
- Deputy Mayor Brian Butcher, Seventh Ward:      Yes         No         Absent

Attest:

\_\_\_\_\_  
City Clerk

LGSD BR (Ver. 2023)

**REQUEST FOR REVISION TO APPROVED BUDGET**

Ora Ash, Deputy State Auditor  
 West Virginia State Auditor's Office  
 200 West Main Street  
 Clarksburg, WV 26301  
 Phone: 304-627-2415 ext. 5101 or ext. 5119  
 Fax: 304-340-5090  
 Email: lgs@wvsao.gov

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

**CITY OF MORGANTOWN**  
 GOVERNMENT ENTITY

CONTROL NUMBER  
 Fiscal Year Ending: **2025-2026**  
 Fund: **001**  
 Revision Number: **2**  
 Pages: **1 of 1**

Person To Contact Regarding Request:  
 Name: **Jonathan Furgison**  
 Phone: **304-284-7407**  
 Fax: **304-284-7418**  
 Email: **jfurgison@morgantownwv.gov**

**389 SPRUCE STREET**  
 STREET OR PO BOX  
**MORGANTOWN** **26505**  
 CITY ZIP CODE

**Municipality**  
 Government Type

**REVENUES: (net each acct.)**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	INCREASE	(DECREASE)	REVISED AMOUNT
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
<b>NET INCREASE/(DECREASE) Revenues (ALL PAGES)</b>			-		

Explanation for Account # 378, Municipal Specific:   
 Explanation for Account # 369, Contributions from Other Funds:

**EXPENDITURES: (net each acct.)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	INCREASE	(DECREASE)	REVISED AMOUNT
409	Mayor's Office	18,286	3,000	-	21,286
410	City Council	82,534	-	(3,000)	79,534
444	Contributions/Transfers to Other Funds	9,363,103	6,000	-	9,369,103
699	Contingencies	151,673	-	(6,000)	145,673
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
<b>NET INCREASE/(DECREASE) Expenditures (ALL PAGES)</b>			-		

**APPROVED BY THE STATE AUDITOR**  
 BY: \_\_\_\_\_  
 Deputy State Auditor, Local Government Services Division Date

\_\_\_\_\_  
 AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE



P: 304-284-7412  
Morgantownwv.gov  
389 Spruce St.  
Morgantown, WV 26505

# **Proposed Budget Revision Fiscal Year Ended June 30, 2026**

## **General Fund – Revision #2**

**This Budget Revision includes:**

- 1. Reallocation of Expenditures to Mayor's Office**
- 2. Transfer Prior Year Parking Lot Rent Received**

## 1. Reallocation of Expenditures to Mayor's Office

### Purpose:

This budget revision proposes the reallocation of \$3,000 in expenditures from the City Council Department (Department No. 410) to the Mayor's Office (Department No. 409). The adjustment is necessary to reflect the appointment of Mayor Danielle Trumble and to ensure that associated costs—specifically, West Virginia Municipal League dues and anticipated travel, as noted below—are properly aligned with the appropriate departmental budget.

- 2026 WVML Mid-Winter Conference
- 2026 NLC Cong City Conference
- 2026 NLC Summer Board Meeting
- 2026 WVML Annual Conference

### Background:

Following the recent appointment of Mayor Danielle Trumble, certain expenditures originally budgeted under the City Council Department must now be reassigned to the Mayor's Office. These include the Mayor's share of the West Virginia Municipal League membership dues and anticipated travel expenses related to National Municipal engagement. This revision ensures that the FY26 General Fund accurately reflects the organizational structure and supports the operational needs of the Mayor's Office.

This adjustment is administrative in nature and does not impact the overall General Fund budget total. It reflects a commitment to maintaining transparency and accuracy in financial reporting as the City transitions leadership responsibilities.

## Budget Revision Details:

### 1. Increase in Budgeted Expenditures:

- **Account 409 – Mayor’s Office:** Increase of \$3,000 to fund Mayor Trumble’s dues and travel expenses, previously budgeted under the City Council Department.

### 2. Decrease in Budgeted Expenditures:

- **Account 410 – City Council:** A decrease of \$3,000 to offset the transfer of expenditures now assigned to the Mayor’s Office.

## Conclusion:

This budget revision ensures that expenditures associated with Mayor Trumble are accurately reflected in the Mayor’s Office budget. Reallocation supports fiscal clarity and aligns departmental budgets with current leadership roles. This action reinforces the City’s commitment to sound financial management and operational alignment.

## 2. Transfer Prior Year Parking Lot Rent Received

### Purpose

The purpose of this budget revision is to reallocate revenue associated with the Frontier parking lot lease payments that were collected during FY25 and deposited into the General Fund. These payments, totaling \$6,000 (\$500 per month for 12 months), were intended for the Parking Authority as compensation for the lease of five designated parking spaces. This revision ensures proper alignment of revenue with its intended fund and supports accurate financial reporting and fund integrity.

## **Budgetary Adjustments**

To facilitate the reallocation, the following adjustments to the FY26 General Fund budget are proposed:

### **1. Increase in Budgeted Expenditures**

- **Account 444 – Contributions/Transfers to Other Funds:** An increase of \$6,000 budget for the General Fund’s “Contributions to Other Funds - Parking Authority”. This adjustment reflects the transfer of FY25 lease revenue to the Parking Authority. The funds were originally deposited into the General Fund and are now being redirected to their appropriate destination.

### **2. Decrease in Budgeted Expenditures**

- **Account 699 – Contingencies:** A corresponding reduction in the General Fund’s Contingency budget to offset the transfer, maintaining a balanced budget and ensuring no net increase in General Fund expenditures.

## **Conclusion**

This revision represents a routine but essential correction to ensure that lease revenue collected for the Frontier parking lot is properly allocated to the Parking Authority. The adjustment is budget-neutral and reflects the City’s ongoing commitment to transparency, accountability, and sound financial stewardship.

By aligning revenues with their intended use, this action reinforces the integrity of interfund transactions and supports the City’s broader financial management objectives.



# City Council Agenda Item Summary

Council Meeting Date: 08/12/2025

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**Item:** Consideration of (APPROVAL) of A Resolution Amending the FY 2025-2026 Budget Revision for the Morgantown Capital Escrow Fund (Revision #1)

**Department:** Finance Department  
**Requested By:** Jonathan Furgison, Finance Director  
**Strategic Goal:** Excellent and Responsible – Fiscal Sustainability

**Recommended Motion:** Move to approve the resolution amending the FY2025-2026 Budget Revision for the Morgantown Capital Escrow Fund (Revision #1)

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**Item Summary:**

Attached is a narrative and proposed amendment to the Capital Escrow Fund Budget for the Fiscal Year 2025-2026 as follows:

**1. Decrease of Appropriations - General Fund FY26 Budget Revision #1:** The purpose of this budget revision is to decrease the FY26 Capital Escrow Fund budgeted allocations by \$750,000. This adjustment aligns with FY26 General Fund Budget Revision #1, which was formally adopted by City Council on July 22, 2025.

**2. B&O Tax Disbursement:** The purpose of this budget revision is to authorize a reallocation within the FY26 Capital Escrow Fund to support a contractual disbursement in accordance with the Annexation and Development Agreement dated July 2015 between the City of Morgantown and Research Park Shoppes, LLC.

**3. Airport Consultant Services:** This budget revision reallocates \$60,000 from the Airport Access Road Fund to the Capital Escrow Fund to cover consulting services provided by Carpi & Clay, Inc. These services focus on legislative strategy and federal advocacy efforts that support infrastructure improvements and related projects at the Morgantown Municipal Airport. The current contract with Carpi & Clay, Inc. runs through April 2026.

The proposed revision is designed to preserve operational continuity, protect long-term financial health, and maintain compliance with state reporting requirements.

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**Fiscal Impact:** (\$690,000) net decrease to the overall FY26 Capital Escrow Fund Budget

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**RESOLUTION**

*WHEREAS, City Administration has presented to Morgantown City Council a 2025-2026 budget revision for the Morgantown Capital Escrow Fund (Revision 01) and has requested that City Council review and approve the same;*

*WHEREAS, the budget revision in question, a copy of which is hereto attached, appear to not only be in proper form, but also, acceptable as to income and expenditures set forth therein;*

*WHEREAS, City Council is of the opinion that it should approve said budget revision.*

*NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this \_\_\_\_\_ day of \_\_\_\_\_, 2025, that the 2025-2026 Budget Revision for the Morgantown Capital Escrow Fund Budget (Revision 01) hereto attached is approved.*

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*City Clerk*

LGSD BR (Ver. 2023)

**REQUEST FOR REVISION TO APPROVED BUDGET**

Ora Ash, Deputy State Auditor  
 West Virginia State Auditor's Office  
 200 West Main Street  
 Clarksburg, WV 26301  
 Phone: 304-627-2415 ext. 5101 or ext. 5119  
 Fax: 304-340-5090  
 Email: lgs@wvsao.gov

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER

Fiscal Year Ending: **2025-2026**

Fund: **254**

Revision Number: **1**

Pages: **1 of 1**

**CITY OF MORGANTOWN**  
 GOVERNMENT ENTITY

Person To Contact Regarding Request:

Name: **Jonathan Furgison**  
 Phone: **304-284-7407**  
 Fax: **304-284-7418**  
 Email: **jfurgison@morgantownwv.gov**

**389 SPRUCE STREET**  
 STREET OR PO BOX

**Municipality**

Government Type

**MORGANTOWN** **26505**  
 CITY ZIP CODE

**REVENUES: (net each acct.)**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	INCREASE	(DECREASE)	REVISED AMOUNT
369.001	Contributions from Other Funds - General Fund	1,300,000	-	(750,000)	550,000
369.253	Contributions from Other Funds - Access Road Fund	-	60,000	-	60,000
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-

**NET INCREASE/(DECREASE) Revenues (ALL PAGES) (690,000)**

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

\$750,000 decrease from Contributions from General Fund; \$60,000 increase from Contributions from Access Road Fund

**EXPENDITURES: (net each acct.)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	INCREASE	(DECREASE)	REVISED AMOUNT
420-230-014	Engineering: Contracted Services - Agreements	-	18,654	-	18,654
441-457-009	Woodburn: Capital Outlay - Building	750,000	-	(750,000)	-
699-568-000	Contingency Budget	62,830	-	(18,654)	44,176
758-230-000	Airport: Contracted Services	-	60,000	-	60,000
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-

**NET INCREASE/(DECREASE) Expenditures (ALL PAGES) (690,000)**

**APPROVED BY THE STATE AUDITOR**  
 BY: \_\_\_\_\_  
 Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE  
 OF ENTITY

APPROVAL  
 DATE



P: 304-284-7412  
Morgantownwv.gov  
389 Spruce St.  
Morgantown, WV 26505

# **Proposed Budget Revision Fiscal Year Ended June 30, 2026**

## **Capital Escrow Fund – Revision #1**

**This Budget Revision includes:**

- 1. Decrease of Appropriations - General Fund FY26 Budget Revision #1**
- 2. B&O Tax Disbursement**
- 3. Airport Consultant Services**

# 1. Decrease of Appropriations - General Fund FY26 Budget Revision #1

## Purpose:

The purpose of this budget revision is to decrease the FY26 Capital Escrow Fund budgeted allocations by \$750,000. This adjustment aligns with FY26 General Fund Budget Revision #1, which was formally adopted by City Council on July 22, 2025.

## Background:

As part of the FY26 General Fund revision, the City approved a partial delay in the year-end transfer to the Capital Escrow Fund. Specifically, \$750,000 of the originally budgeted \$2,900,000 transfer from the General Fund will be temporarily deferred. This decision was made in response to current cash flow considerations and is intended to preserve operational flexibility while maintaining long-term capital planning objectives.

The proposed reduction of \$750,000 in FY26 allocations reflects the deferred portion of the General Fund transfer. This adjustment is not expected to materially affect the Capital Escrow Fund's ability to support planned capital projects in the near term. The fund retains sufficient resources to meet existing obligations, and the deferred contribution will be reassessed as financial conditions improve.

## Budgetary Adjustments:

The following adjustments are proposed:

### 1. Decrease in Budgeted Revenues

- **Account 369-001 – Contributions From General Fund:** Decrease of \$750,000 in budgeted contributions from the General Fund.

### 2. Decrease in Budgeted Expenditures:

- **Account 441-457-009 – Woodburn: Capital Outlay - Buildings:** Decrease of \$750,000 in budgeted expenditures for the deferral of funding for the Woodburn building improvements project.

**Conclusion:**

This revision demonstrates the City's commitment to responsible fiscal management and proactive budgetary oversight. By aligning the Capital Escrow Fund with the revised General Fund transfer schedule, the City ensures consistency across funds and maintains transparency in its financial reporting.

## 2. B&O Tax Disbursement

**Purpose:**

The purpose of this budget revision is to authorize a reallocation within the FY26 Capital Escrow Fund to support a contractual disbursement in accordance with the Annexation and Development Agreement dated July 2015 between the City of Morgantown and Research Park Shoppes, LLC.

**Background:**

Per the terms of the annexation agreement, the City is obligated to return Business & Occupation (B&O) Tax revenues collected from businesses located on the Research Park Shoppes property until a cumulative total of \$264,160.15 has been reimbursed to the landowner. The disbursement is based on actual B&O Tax collections from the prior fiscal year.

For Fiscal Year 2025, the City collected \$18,654 in B&O Tax from businesses operating on the subject property. This amount is now due for disbursement in FY26. Following this payment, the remaining balance to be reimbursed under the agreement will be \$6,285.48, indicating that the City is nearing full satisfaction of its contractual obligation.

**Budgetary Adjustments:**

The following adjustments are proposed:

**1. Increase in Budgeted Expenditures**

- **Account 420-230-014 – Contracted Services Agreements:** Increase by \$18,654 to fund the FY26 disbursement to Research Park Shoppes, LLC, representing B&O Tax collected in FY25.

**2. Decrease in Budgeted Expenditures:**

- **Account 699-568-000 – Contingency:** Decrease by \$18,654 to offset the above expenditure. This adjustment preserves fund balance neutrality while ensuring compliance with the annexation agreement.

**Conclusion:**

This revision does not increase the overall appropriation for the Capital Escrow Fund but reallocates existing budget authority to meet a contractual obligation. The contingency account remains adequately funded for other unforeseen needs, and the City continues to maintain a strong financial position within the fund.

### 3. Airport Consultant Services

**Purpose:**

This budget revision reallocates \$60,000 from the Airport Access Road Fund to the Capital Escrow Fund to cover consulting services provided by Carpi & Clay, Inc. These services focus on legislative strategy and federal advocacy efforts that support infrastructure improvements and related projects at the Morgantown Municipal Airport.

**Background:**

The Morgantown Municipal Airport Runway Extension Project remains a top infrastructure priority for the City. To ensure continued momentum and alignment with federal funding pathways, the City is engaging Carpi & Clay, Inc. for professional consulting services. The firm brings specialized expertise in legislative strategy and federal advocacy, which will be instrumental in securing resources and advancing project objectives.

This budget revision reflects a proactive approach to leveraging external expertise to support long-term infrastructure development and economic growth.

**Budgetary Adjustments:**

The following adjustments are proposed:

**1. Increase in Budgeted Revenue**

- **Account 369-253 – Contributions from Other Funds – Access Road Fund:** Increase of \$60,000 to reflect the transfer of funds for consulting services related to the Airport Access Road and Runway Extension projects.

## 2. Increase in Budgeted Expenditures

- **Account 758-230-000 – Airport – Contracted Services:**  
Increase of \$60,000 to support the execution of the consulting agreement with Carpi & Clay in FY26.

### **Conclusion:**

This budget revision reallocates existing resources to support a targeted and strategic investment in federal advocacy services. By transferring \$60,000 from the Airport Access Road Fund to the Capital Escrow Fund, the City will be positioned to fund its consulting agreement that directly supports the advancement of the Morgantown Municipal Airport Runway Extension Project. This action aligns with the City's broader infrastructure goals and commitment to securing external funding to support critical capital improvements.



# City Council Agenda Item Summary

Council Meeting Date: 08/12/2025

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**Item:** Approval to Accept Grant Award CIM00582026 from West Virginia Division of Multimodal Transportation and Facilities for Runway 18-36 Extension Construction Phase 5 and Design Phase 6

**Department:** Airport

**Requested By:** Jon Vrabel

**Strategic Goal:** Vibrant and Prosperous & Connected & Well Maintained

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**Recommended Motion:** I motion to approve the acceptance of grant award CIM00582026 from the West Virginia Division of Multimodal Transportation and Facilities for the local match share of the Phase 5 of the Runway Extension Project at the Morgantown Municipal Airport (MGW).

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**Item Summary:** This grant award from the West Virginia Division of Multimodal Transportation and Facilities (WV DMTF) will cover half of the local match for Phase 5 Construction and Phase 6 Design of the Runway Extension Project. This grant award for a share of the local match for Phase 5 Construction and Phase 6 Design of the Runway Extension Project will reduce the amount of funds obligated by the City to provide as a local match for the FAA grant of this project.

The total cost for Phase 5 is \$10,021,251 with a local match of \$501,063. The WV DMTF will provide funds of \$250,000.50 for a share of the local match. This match will reduce the Airport's local match to \$250,000.50 which is included in the Airport Capital budget.

**Fiscal Impact:** The fiscal impact of this grant provides funding for half of the local match funding for the Runway 18-36 Phase 5 Construction and Design of Phase 6 project. This grant will provide \$250,531.50 in revenue for Runway Extension Project local match of \$501,063 which is currently budgeted in the Airport's Capital budget program. The acceptance of this grant reduces the City's financial obligation by \$250,531.50.

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Resolution No. 2025-\_\_\_\_

**RESOLUTION**

The City Council of The City of Morgantown hereby resolves that the City Manager is authorized to execute the enclosed grant agreement with the West Virginia Department of Transportation Division of Multimodal Transportation Facilities, DMTF Grant Number CIMO0582026, providing for reimbursement of City costs incurred for the Extension of Runway 18-36 project, and that the City Manager is authorized to execute and deliver any documents necessary or helpful to accomplishing the purposes of such contract and any supporting funding and/or grant.

Adopted this \_\_\_\_ day of August, 2025:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
**Division of Multimodal Transportation Facilities**

1900 Kanawha Boulevard East • Building Five • Room 132  
Charleston, West Virginia 25305-0432 • (304) 414-4645  
FAX: (304) 558-3326 • TDD: (800) 742-6991

Stephen R. Connolly  
Interim Commissioner

Stephen T. Rumbaugh, P.E.  
Secretary of Transportation  
Commissioner of Highways

July 11, 2025

Jonathon Vrabel, Manager  
Morgantown Municipal Airport  
City of Morgantown  
389 Spruce Street  
Morgantown, West Virginia 26505

Dear Mr. Vrabel:

Enclosed are two (2) originals of an agreement regarding Special Aviation Fuel Tax funding approved by the West Virginia Division of Multimodal Transportation Facilities (DMTF) to be used for the reimbursement of certain costs incurred by the City of Morgantown (Authority) as associated with FAA Project 3-54-0015-058-2025, for “the Extension of Runways 18-36” at the Morgantown Municipal Airport in Morgantown, Monongalia County. The DMTF has assigned Project Number CIMO0582026 to these funds.

Please review the agreement carefully and if acceptable, have each original signed by the appropriate representative of the Authority and then return each signed original, with an appropriate cover letter, to:

Stephen R. Connolly, Interim Commissioner  
West Virginia Department of Transportation  
Division on Multimodal Transportation Facilities  
1900 Kanawha Boulevard, East  
Building 5, Room 132  
Charleston, West Virginia 25305

The documents will then be fully executed by the DMTF. The date on page one of the documents will be entered by the DMTF; **please do not enter a date on page one** of these documents. You will receive one fully executed original agreement as soon as practicable.

Sincerely,

Stephen R. Connolly, Interim Commissioner  
Division of Multimodal Transportation Facilities

SRC:d

Enclosure

**WEST VIRGINIA**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF MULTIMODAL TRANSPORTATION FACILITIES**  
**FAA AIP MATCHING FUNDS GRANT AGREEMENT**  
**FAA GRANT NUMBER 3-54-0015-058-2025**  
**DMTF GRANT NO CIMO0582026**  
**MORGANTOWN MUNICIPAL AIRPORT**  
**CITY OF MORGANTOWN**  
**MONONGALIA COUNTY**

**THIS AGREEMENT**, executed in duplicate, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the West Virginia Department of Transportation, Division of Multimodal Transportation Facilities, hereinafter called "DMTF," and the City of Morgantown/Morgantown Municipal Airport, 389 Spruce Street, Morgantown, West Virginia 26505, hereinafter called "Sponsor,"

**WITNESSETH** that,

**WHEREAS**, Sponsor is implementing a project that will promote improved aviation transportation at the Morgantown Municipal Airport (hereinafter "Airport") located in Morgantown, Monongalia County, and

**WHEREAS**, the Federal Aviation Administration ("FAA") is providing federal funding through its Airport Improvement Program ("AIP") to pay ninety percent (95%) of the cost of Sponsor's project and Sponsor is to provide the remaining five percent (5%) of the cost; and

**WHEREAS**, Sponsor requested of the DMTF during State Fiscal Year 2026 funding representing two and one-half percent (2.5%) of the cost of the project, with Sponsor providing two and one-half percent (2.5%) of the cost; and

**WHEREAS**, in accordance with W.Va. Code §17-16F-1(d), all real property interests, vehicles, equipment contracts or agreements, interests under any existing insurance policy, and records belonging to the West Virginia Aeronautics Commission were transferred to the DMTF; and

**WHEREAS**, the DMTF considers it to be in the public interest to participate in this project, which furthers economic development in West Virginia and promotes a safe and efficient transportation system, and has approved the use of Special Aviation Fuel Tax funds to be utilized only for a maximum of two and one-half percent (2.5%) of the cost that the FAA has determined to be eligible or allowable for FAA Project 3-54-0015-058-2025;

**NOW, THEREFORE**, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, the parties mutually agree to the conditions and stipulations that follow:

- I. The scope of Sponsor's work to be performed under the terms of this Agreement, as it pertains to DMTF and which work hereinafter is called "Project," is to consist primarily of, but is not necessarily limited to, "Extension of Runway 18-36," as set forth in the grant application submitted to the FAA by the Sponsor.

- II. If requested by the DMTF, Sponsor is to submit to DMTF appropriate details, plans, and pertinent documents, which collectively are referred to as the “Plans,” for the performance of any construction, repair, or other similar activity to be performed by or on behalf of Sponsor, and for which DMTF will utilize available Special Aviation Fuel Tax funds to reimburse actual eligible expenses incurred by Sponsor for such work. The Plans are to be developed in accordance with current federal Sponsor Design and Engineering Standards and, as appropriate, in accordance with the current “Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way,” developed by the Architectural and Transportation Barriers Compliance Board (Access Board).
- III. For any activity for which reimbursement by DMTF is to be requested, Sponsor shall secure any approval or permit required by any governmental agency; shall comply with all applicable Federal, State, and local laws and regulations; and shall be responsible for coordinating with and obtaining from any rail company any necessary approval, permit or easement. Sponsor’s authorization to proceed is contingent upon receipt of any FAA approval and authorization that may be required.
- IV. The DMTF may reimburse Sponsor as much as two hundred fifty thousand five hundred thirty-one dollars and fifty cents (\$250,531.50) in State Fiscal Year 2026 Special Aviation Fuel Tax funds.
- A. DMTF’s maximum amount payable to Sponsor for costs incurred by the Sponsor under the terms of this Agreement, without a supplemental agreement, is two hundred fifty thousand five hundred thirty-one dollars and fifty cents (\$250,531.50)
  - B. Sponsor shall submit to DMTF a properly documented invoice, utilizing DMTF Form 5100-61S, that clearly identifies the actual cost incurred by Sponsor for any work performed, materials or equipment purchased, or any other eligible activity, and that shall include a detailed summary of expenses, payments made by Sponsor to its consultant or contractor, and copies of executed agreements or contracts between Sponsor and its consultant or contractor. After DMTF approves a Sponsor invoice, reimbursement of that may be issued to Sponsor for the actual eligible costs incurred by Sponsor.
  - C. Sponsor may submit invoices at any time after incurring costs, but no more frequently than monthly, and any single reimbursement request must be in excess of one hundred dollars (\$100.00) unless the request is a final invoice.
  - D. DMTF funds are to be requested by Sponsor only after FAA has provided ninety-five percent (95%) of the expenses incurred by Sponsor pertaining to any amount invoiced to DMTF.
  - E. Sponsor shall indicate Final Invoice, when appropriate, and shall provide to DMTF a summary of the funds provided by FAA, Sponsor and DMTF for the project.
  - F. Funds from DMTF provided under the terms of this Agreement shall not be utilized for the cost associated with:
    1. any engineering costs associated with any entity not procured through appropriate procedures.
    2. any construction activities performed by any entity not procured through appropriate competitive bidding and for which any applicable federal wage rates are not paid.
    3. purchase of any passenger vehicle.
    4. insurance, titling, registration, inspection or other similar expenses related to any equipment or vehicle.
    5. payment of Sponsor personnel salaries or benefits.
    6. local share requirements associated with any other AIP project approved by the FAA.

- V. If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect:
- A. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
  - B. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- VI. Indemnification:
- A. To the fullest extent permitted by law, Sponsor at all times does, and shall, assume all risks of damage to its property, and property of others, and injury or death to all persons (including, but not limited to, any employee or agent of Sponsor, Contractor or Subcontractor) resulting directly, indirectly or otherwise by (a) the actions or omissions of Sponsor, any Contractor or any Subcontractor, or their respective agents and employees, (b) by any condition of the property, (c) by any failure of Sponsor, any Contractor or any Subcontractor, or their respective agents and employees, to comply with any applicable law, rule, regulations or order of any governmental authority, or to comply with any provision of this Agreement, or (d) by any other cause related to Sponsor's, any Contractor's or any Subcontractor's performance of work hereunder. Sponsor at all times hereby fully assumes the risk of and shall defend, indemnify and hold harmless the DMTF, its officers, employees and agents (the DMTF and such persons collectively "DMTF's Indemnified Persons"), and shall reimburse DMTF's Indemnified Persons for, from and against each and every demand, claim, suit, loss (which shall include any diminution in value), liability, damage, cost and expense (including, without limitation, interest, fines, penalties, and investigation, and any and all reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively, "Losses") imposed on, incurred by or asserted against the DMTF's Indemnified Persons, (individually or jointly) directly or indirectly, relating to, resulting from, or arising out of Sponsor's work, services, or other activities performed under this Agreement. These covenants of indemnity shall survive cancellation, termination, or expiration of this Agreement, Sponsor hereby acknowledges that the allocation of risk set forth in this provision of the Agreement is a part of the consideration to be provided to DMTF by Sponsor for the performance of this Agreement.
  - B. Upon written request by any DMTF Indemnified Person, Sponsor shall defend the same (if requested by any DMTF Indemnified Person, in the name of the DMTF Indemnified Party) by attorneys and other professionals approved by the DMTF Indemnified Parties. Notwithstanding the foregoing, any DMTF Indemnified Persons may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of DMTF Indemnified Persons, their attorneys shall control the resolution of any claim or proceeding, provided that no compromise or settlement shall be entered without Sponsor's consent, which consent shall not be unreasonably withheld. Upon written demand, Sponsor shall pay or, in the sole and absolute discretion of the DMTF Indemnified Persons, reimburse the DMTF Indemnified Persons for the payment of reasonable fees and disbursements of attorneys, accountants, and other professional advisors in connection therewith.
- VII. DMTF may terminate this Agreement upon thirty (30) days written notice to Sponsor.
- VIII. DMTF shall have the right to make reasonable use of the Sponsor property for purposes of ingress and egress at the site as may be necessary for DMTF's periodic review of any construction, repair, or other activity for which DMTF reimbursement of expenses is requested. At no time may DMTF personnel enter any restricted area within Sponsor

unless first obtaining proper authorization from Sponsor to do so and only if DMTF personnel are accompanied by authorized Sponsor personnel.

- IX. DMTF shall assume no responsibility for maintenance, upkeep, or repair of any portion of the Airport or any financial obligation for such.
- X. This Agreement shall be binding upon the successors and assigns of each party hereto. This agreement may not be assigned without the prior written consent of DMTF.
- XI. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written or oral, between the parties.
- XII. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and agreed to and signed by both parties. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- XIII. This Agreement is entered in and shall be construed in accordance with the laws of the State of West Virginia.
- XIV. Any resolution of an Airport Authority; City Council; County Commission; or other agency necessary to authorize Sponsor's compliance with the terms of this Agreement is attached hereto. In the absence of any such attached resolution, the duly authorized officer by whose signature Sponsor enters this Agreement warrants that no such resolution is necessary.
- XV. Sponsor will obtain a Single Audit in accordance with 2 CFR Part 200 Subpart F ("Uniform Guidance") as required for any fiscal year expenditures exceeding seven hundred fifty thousand dollars (\$750,000.00) from all federal funding sources, including any federal aviation funds that may be utilized for any activity under the terms of this Agreement. If Sponsor requires a Single Audit in accordance with the Uniform Guidance, Sponsor then shall provide to the DMTF, within six (6) months after the required Uniform Guidance due date, a copy of the audit report.

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

**WEST VIRGINIA  
DEPARTMENT OF TRANSPORTATION,  
DIVISION OF MULTIMODAL  
TRANSPORTATION FACILITIES**

**APPROVED AS TO FORM THIS  
\_\_\_\_ DAY \_\_\_\_\_, 20 \_\_\_\_ ,  
ATTORNEY  
WEST VIRGINIA DEPARTMENT  
OF TRANSPORTATION**

\_\_\_\_\_

\_\_\_\_\_  
By: Stephen R. Connolly,  
Interim Commissioner

**CITY OF MORGANTOWN/  
MORGANTOWN MUNICIPAL AIRPORT**

\_\_\_\_\_  
(signature)  
By: \_\_\_\_\_  
(printed name)  
Title: \_\_\_\_\_  
(printed title)

(To be executed in duplicate)

Distribution: Master File  
Sponsor



# City Council Agenda Item Summary

Council Meeting Date: 08/12/2025

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**Item:** Approval to Accept Grant Award CIM00572026 from West Virginia Division of Multimodal Transportation and Facilities for the Airport Layout Plan (ALP) Update planning project

**Department:** Airport

**Requested By:** Jon Vrabel

**Strategic Goal:** Vibrant and Prosperous & Connected & Well Maintained

---

**Recommended Motion:** I motion to approve the acceptance of grant award CIM00572026 from the West Virginia Division of Multimodal Transportation and Facilities for the local match share of the ALP Update Project at the Morgantown Municipal Airport (MGW).

---

**Item Summary:** This grant award from the West Virginia Division of Multimodal Transportation and Facilities (WV DMTF) will cover half of the local match for ALP Update Project. This grant award for a share of the local match for ALP Update Project will reduce the amount of funds obligated by the City to provide as a local match for the FAA grant of this project.

The total cost for ALP Update is \$418,489 with a local match of \$20,925. The WV DMTF will provide funds of \$10,462.50 for a share of the local match. This match will reduce the Airport's local match to \$10,462.50 which is included in the Airport Capital budget.

---

**Fiscal Impact:** The fiscal impact of this grant provides funding for half of the local match funding for the ALP Update project. This grant will provide \$10,462.50 in revenue for Runway Extension Project local match of \$20,925 which is currently budgeted in the Airport's Capital budget program. The acceptance of this grant reduces the City's financial obligation by \$10,462.50.

---

Resolution No. 2025-\_\_\_\_

**RESOLUTION**

The City Council of The City of Morgantown hereby resolves that the City Manager is authorized to execute the enclosed grant agreement with the West Virginia Department of Transportation Division of Multimodal Transportation Facilities, DMTF Grant Number CIMO0572026, providing for reimbursement of City costs incurred for the Extension of Runway 18-36 project, and that the City Manager is authorized to execute and deliver any documents necessary or helpful to accomplishing the purposes of such contract and any supporting funding and/or grant.

Adopted this \_\_\_\_ day of August, 2025:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
**Division of Multimodal Transportation Facilities**

1900 Kanawha Boulevard East • Building Five • Room 132  
Charleston, West Virginia 25305-0432 • (304) 414-4645  
FAX: (304) 558-3326 • TDD: (800) 742-6991

Stephen R. Connolly  
Interim Commissioner

Stephen T. Rumbaugh, P.E.  
Secretary of Transportation  
Commissioner of Highways

July 11, 2025

Jonathon Vrabel, Manager  
Morgantown Municipal Airport  
City of Morgantown  
389 Spruce Street  
Morgantown, West Virginia 26505

Dear Mr. Vrabel:

Enclosed are two (2) originals of an agreement regarding Special Aviation Fuel Tax funding approved by the West Virginia Division of Multimodal Transportation Facilities (DMTF) to be used for the reimbursement of certain costs incurred by the City of Morgantown (Authority) as associated with FAA Project 3-54-0015-057-2025, for “the Extension of Runways 18-36” at the Morgantown Municipal Airport in Morgantown, Monongalia County. The DMTF has assigned Project Number CIMO0572026 to these funds.

Please review the agreement carefully and if acceptable, have each original signed by the appropriate representative of the Authority and then return each signed original, with an appropriate cover letter, to:

Stephen R. Connolly, Interim Commissioner  
West Virginia Department of Transportation  
Division on Multimodal Transportation Facilities  
1900 Kanawha Boulevard, East  
Building 5, Room 132  
Charleston, West Virginia 25305

The documents will then be fully executed by the DMTF. The date on page one of the documents will be entered by the DMTF; **please do not enter a date on page one** of these documents. You will receive one fully executed original agreement as soon as practicable.

Sincerely,

Stephen R. Connolly, Interim Commissioner  
Division of Multimodal Transportation Facilities

SRC:d

Enclosure

**WEST VIRGINIA**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF MULTIMODAL TRANSPORTATION FACILITIES**  
**FAA AIP MATCHING FUNDS GRANT AGREEMENT**  
**FAA GRANT NUMBER 3-54-0015-057-2025**  
**DMTF GRANT NO CIMO0572026**  
**MORGANTOWN MUNICIPAL AIRPORT**  
**CITY OF MORGANTOWN**  
**MONONGALIA COUNTY**

**THIS AGREEMENT**, executed in duplicate, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the West Virginia Department of Transportation, Division of Multimodal Transportation Facilities, hereinafter called "DMTF," and the City of Morgantown/Morgantown Municipal Airport, 389 Spruce Street, Morgantown, West Virginia 26505, hereinafter called "Sponsor,"

**WITNESSETH** that,

**WHEREAS**, Sponsor is implementing a project that will promote improved aviation transportation at the Morgantown Municipal Airport (hereinafter "Airport") located in Morgantown, Monongalia County, and

**WHEREAS**, the Federal Aviation Administration ("FAA") is providing federal funding through its Airport Improvement Program ("AIP") to pay ninety percent (95%) of the cost of Sponsor's project and Sponsor is to provide the remaining five percent (5%) of the cost; and

**WHEREAS**, Sponsor requested of the DMTF during State Fiscal Year 2026 funding representing two and one-half percent (2.5%) of the cost of the project, with Sponsor providing two and one-half percent (2.5%) of the cost; and

**WHEREAS**, in accordance with W.Va. Code §17-16F-1(d), all real property interests, vehicles, equipment contracts or agreements, interests under any existing insurance policy, and records belonging to the West Virginia Aeronautics Commission were transferred to the DMTF; and

**WHEREAS**, the DMTF considers it to be in the public interest to participate in this project, which furthers economic development in West Virginia and promotes a safe and efficient transportation system, and has approved the use of Special Aviation Fuel Tax funds to be utilized only for a maximum of two and one-half percent (2.5%) of the cost that the FAA has determined to be eligible or allowable for FAA Project 3-54-0015-057-2025;

**NOW, THEREFORE**, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, the parties mutually agree to the conditions and stipulations that follow:

- I. The scope of Sponsor's work to be performed under the terms of this Agreement, as it pertains to DMTF and which work hereinafter is called "Project," is to consist primarily of, but is not necessarily limited to, "Extension of Runway 18-36," as set forth in the grant application submitted to the FAA by the Sponsor.

- II. If requested by the DMTF, Sponsor is to submit to DMTF appropriate details, plans, and pertinent documents, which collectively are referred to as the "Plans," for the performance of any construction, repair, or other similar activity to be performed by or on behalf of Sponsor, and for which DMTF will utilize available Special Aviation Fuel Tax funds to reimburse actual eligible expenses incurred by Sponsor for such work. The Plans are to be developed in accordance with current federal Sponsor Design and Engineering Standards and, as appropriate, in accordance with the current "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way," developed by the Architectural and Transportation Barriers Compliance Board (Access Board).
- III. For any activity for which reimbursement by DMTF is to be requested, Sponsor shall secure any approval or permit required by any governmental agency; shall comply with all applicable Federal, State, and local laws and regulations; and shall be responsible for coordinating with and obtaining from any rail company any necessary approval, permit or easement. Sponsor's authorization to proceed is contingent upon receipt of any FAA approval and authorization that may be required.
- IV. The DMTF may reimburse Sponsor as much as ten thousand four hundred sixty-two dollars and fifty cents (\$10,462.50) in State Fiscal Year 2026 Special Aviation Fuel Tax funds.
- A. DMTF's maximum amount payable to Sponsor for costs incurred by the Sponsor under the terms of this Agreement, without a supplemental agreement, is ten thousand four hundred sixty-two dollars and fifty cents (\$10,462.50)
  - B. Sponsor shall submit to DMTF a properly documented invoice, utilizing DMTF Form 5100-61S, that clearly identifies the actual cost incurred by Sponsor for any work performed, materials or equipment purchased, or any other eligible activity, and that shall include a detailed summary of expenses, payments made by Sponsor to its consultant or contractor, and copies of executed agreements or contracts between Sponsor and its consultant or contractor. After DMTF approves a Sponsor invoice, reimbursement of that may be issued to Sponsor for the actual eligible costs incurred by Sponsor.
  - C. Sponsor may submit invoices at any time after incurring costs, but no more frequently than monthly, and any single reimbursement request must be in excess of one hundred dollars (\$100.00) unless the request is a final invoice.
  - D. DMTF funds are to be requested by Sponsor only after FAA has provided ninety-five percent (95%) of the expenses incurred by Sponsor pertaining to any amount invoiced to DMTF.
  - E. Sponsor shall indicate Final Invoice, when appropriate, and shall provide to DMTF a summary of the funds provided by FAA, Sponsor and DMTF for the project.
  - F. Funds from DMTF provided under the terms of this Agreement shall not be utilized for the cost associated with:
    1. any engineering costs associated with any entity not procured through appropriate procedures.
    2. any construction activities performed by any entity not procured through appropriate competitive bidding and for which any applicable federal wage rates are not paid.
    3. purchase of any passenger vehicle.
    4. insurance, titling, registration, inspection or other similar expenses related to any equipment or vehicle.
    5. payment of Sponsor personnel salaries or benefits.
    6. local share requirements associated with any other AIP project approved by the FAA.

- V. If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect:
- A. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
  - B. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- VI. Indemnification:
- A. To the fullest extent permitted by law, Sponsor at all times does, and shall, assume all risks of damage to its property, and property of others, and injury or death to all persons (including, but not limited to, any employee or agent of Sponsor, Contractor or Subcontractor) resulting directly, indirectly or otherwise by (a) the actions or omissions of Sponsor, any Contractor or any Subcontractor, or their respective agents and employees, (b) by any condition of the property, (c) by any failure of Sponsor, any Contractor or any Subcontractor, or their respective agents and employees, to comply with any applicable law, rule, regulations or order of any governmental authority, or to comply with any provision of this Agreement, or (d) by any other cause related to Sponsor's, any Contractor's or any Subcontractor's performance of work hereunder. Sponsor at all times hereby fully assumes the risk of and shall defend, indemnify and hold harmless the DMTF, its officers, employees and agents (the DMTF and such persons collectively "DMTF's Indemnified Persons"), and shall reimburse DMTF's Indemnified Persons for, from and against each and every demand, claim, suit, loss (which shall include any diminution in value), liability, damage, cost and expense (including, without limitation, interest, fines, penalties, and investigation, and any and all reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively, "Losses") imposed on, incurred by or asserted against the DMTF's Indemnified Persons, (individually or jointly) directly or indirectly, relating to, resulting from, or arising out of Sponsor's work, services, or other activities performed under this Agreement. These covenants of indemnity shall survive cancellation, termination, or expiration of this Agreement, Sponsor hereby acknowledges that the allocation of risk set forth in this provision of the Agreement is a part of the consideration to be provided to DMTF by Sponsor for the performance of this Agreement.
  - B. Upon written request by any DMTF Indemnified Person, Sponsor shall defend the same (if requested by any DMTF Indemnified Person, in the name of the DMTF Indemnified Party) by attorneys and other professionals approved by the DMTF Indemnified Parties. Notwithstanding the foregoing, any DMTF Indemnified Persons may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of DMTF Indemnified Persons, their attorneys shall control the resolution of any claim or proceeding, provided that no compromise or settlement shall be entered without Sponsor's consent, which consent shall not be unreasonably withheld. Upon written demand, Sponsor shall pay or, in the sole and absolute discretion of the DMTF Indemnified Persons, reimburse the DMTF Indemnified Persons for the payment of reasonable fees and disbursements of attorneys, accountants, and other professional advisors in connection therewith.
- VII. DMTF may terminate this Agreement upon thirty (30) days written notice to Sponsor.
- VIII. DMTF shall have the right to make reasonable use of the Sponsor property for purposes of ingress and egress at the site as may be necessary for DMTF's periodic review of any construction, repair, or other activity for which DMTF reimbursement of expenses is requested. At no time may DMTF personnel enter any restricted area within Sponsor

unless first obtaining proper authorization from Sponsor to do so and only if DMTF personnel are accompanied by authorized Sponsor personnel.

- IX. DMTF shall assume no responsibility for maintenance, upkeep, or repair of any portion of the Airport or any financial obligation for such.
- X. This Agreement shall be binding upon the successors and assigns of each party hereto. This agreement may not be assigned without the prior written consent of DMTF.
- XI. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written or oral, between the parties.
- XII. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and agreed to and signed by both parties. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- XIII. This Agreement is entered in and shall be construed in accordance with the laws of the State of West Virginia.
- XIV. Any resolution of an Airport Authority; City Council; County Commission; or other agency necessary to authorize Sponsor's compliance with the terms of this Agreement is attached hereto. In the absence of any such attached resolution, the duly authorized officer by whose signature Sponsor enters this Agreement warrants that no such resolution is necessary.
- XV. Sponsor will obtain a Single Audit in accordance with 2 CFR Part 200 Subpart F ("Uniform Guidance") as required for any fiscal year expenditures exceeding seven hundred fifty thousand dollars (\$750,000.00) from all federal funding sources, including any federal aviation funds that may be utilized for any activity under the terms of this Agreement. If Sponsor requires a Single Audit in accordance with the Uniform Guidance, Sponsor then shall provide to the DMTF, within six (6) months after the required Uniform Guidance due date, a copy of the audit report.

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

**WEST VIRGINIA  
DEPARTMENT OF TRANSPORTATION,  
DIVISION OF MULTIMODAL  
TRANSPORTATION FACILITIES**

**APPROVED AS TO FORM THIS  
\_\_\_\_ DAY \_\_\_\_\_, 20 \_\_\_\_ ,  
ATTORNEY  
WEST VIRGINIA DEPARTMENT  
OF TRANSPORTATION**

\_\_\_\_\_

\_\_\_\_\_  
By: Stephen R. Connolly,  
Interim Commissioner

**CITY OF MORGANTOWN/  
MORGANTOWN MUNICIPAL AIRPORT**

\_\_\_\_\_  
(signature)  
By: \_\_\_\_\_  
(printed name)  
Title: \_\_\_\_\_  
(printed title)

(To be executed in duplicate)

Distribution: Master File  
Sponsor



# City Council Agenda Item Summary

Council Meeting Date: August 12, 2025

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**Item:** Request for Exemption from Vacant Structure Registration for 71 Donley Street  
**Department:** City Manager  
**Requested By:** Paperton Development (property owner)  
**Strategic Goal:** Strategic Plan – Safe and Welcoming  
Comprehensive Plan – Neighborhoods & Housing Strategies

---

**Recommended Motion:** I move to direct the City Manager’s office to schedule a hearing date with the applicant for City Council to consider the exemption request from the Vacant Structure Registration for 71 Donley Street.

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**Item Summary:** Article 1718 of City Code, entitled the Vacant Structures Code, requires property owners to register any vacant structure and pay the associated registration fee. The code provides for an exemption process. Upon request by the property owner, City Council shall exempt a vacant building from registration upon a finding for good cause.

The process for exemption requires City Council to consider the request at its next regular meeting. To ensure both the applicant, Council, and City staff have adequate time to prepare for the hearing (including providing documentation to Council), City Council commonly takes up an agenda item to direct staff to schedule the hearing at a future date convenient for all parties.

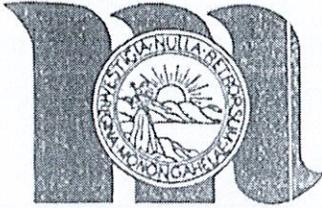
This agenda item is simply to approve and direct City staff to schedule a hearing at a future date with the applicant and City Council to hear the request.

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**Fiscal Impact:** Setting a hearing date (the item up for consideration on this agenda) has no fiscal impact on the City.

If a hearing date is set, and City Council determines the exemption request has good cause, City Council has the option to waive the registration fee, which could result in a de minimum reduction in revenue for the City.

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# The City of Morgantown

389 SPRUCE STREET  
MORGANTOWN, WEST VIRGINIA 26505

### Vacant Building Exemption Form

Date Filed: [Date]	Registration Type (circle):	NEW	Renewal
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### Property and Structure Information

Address: 71 Donley St Tax Map/Parcel ID: 09-28-27  
Morgantown WV 26501 09 2800 27 00000000

Status (circle all that are true):  Vacant  Open  Secure  Exterior Maintained  Abandoned

Utilities (circle): Electricity: On  Off  Water: On  Off  Gas: On  Off

Date Utilities Terminated: Electricity: 9/2024 Water: 9/2024 Gas: 9/2024

Owner(s) Information (P.O. Boxes are not acceptable) (Attach additional sheets if necessary.)  
Paperton Development  
360 Frontier Ave Morgantown WV 26505

- If the property is owned by:
- an individual, provide the name and residence of the individual person;
  - an estate, please provide the name and business address of the executor;
  - a trust, please provide the name and address of all trustees, grantors, and beneficiaries;
  - a partnership, the names and residence address of all partners with an interest of 10% or greater;
  - a corporation provide the names and residence addresses of all officers and directors of the corporation and attach a copy of the most recent annual franchise tax report filed with the WV Secretary of State;
  - any other form of unincorporated association, the names and residence addresses of all principals with an interest of 10% or greater.

### Applicant Information

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Vacancy Notice or Event (attach copy, if applicable): VACANT STRUCTURE RENEWAL ATTACHED  
 Date of Notice or Event: 6/30/2025  
 Exemption Dates Requested: Begin 9/1/2025 End 12/31/2026

Reason for Exemption under City Code 1718.07(c) (attach additional sheets if necessary):  
THE PROPERTY IS BEING SCHEDULED FOR DEMO THROUGH THE  
THE CITY/STATE DEMOLITION PROGRAM. THE PROPERTY WILL  
BE DEMOLISHED.

**Internal Use Only:**

Date received: \_\_\_\_\_  
 Received by: \_\_\_\_\_  
 Next Council Meeting: \_\_\_\_\_  
 Date Decision Issued: \_\_\_\_\_  
 Date Decision Delivered: \_\_\_\_\_  
 Delivery Method: \_\_\_\_\_

Applicant Certification and Signature:  
 I, JAMES A. GIANDA (print name), the Applicant for this exemption, am a Property Owner of the property subject of this request, and I have authority to control or direct the management or disposition of the property and to file this request. I certify that the statements contained in this request are true to the best of my knowledge after reasonable investigation.  
[Signature]  
 (Signature) COUNSEL FOR OWNER

# City Council Agenda Item Summary

Council Meeting Date: 08/12/2025

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**Item:** A resolution to award a contract to Mountaineer Infrastructure for Runway 18-36 Extension Construction Phase 5

**Department:** Airport

**Requested By:** Jon Vrabel

**Strategic Goal:** Vibrant and Prosperous & Connected & Well Maintained

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**Recommended Motion:** I motion to approve the resolution to award a contract to Mountaineer Infrastructure for the Runway 18-36 Extension Project Phase 5 Construction at the Morgantown Municipal Airport (MGW).

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**Item Summary:** This resolution is to award a contract to Mountaineer Infrastructure for Phase 5 Construction of the Runway Extension Project. This project was publicly bid in April of 2025. The bid opening was held on April 17, 2025 with five bidders present. The bid contained a base bid and four add alternates. The lowest bidder for the base bid and the four add alternates was Mountaineer Infrastructure for an amount of \$6,744,243.90. The next lowest bid was at \$7,734,355.50. The highest bid was \$10,797,906.64. This contract award for Phase 5 Construction of the Runway 18-36 Extension Project will facilitate the creation of a toe key and placement of durable rock for the embankment required for the future runway.

Once the bids were received and confirmed, the FAA added additional funding for four additional add alternate number fours. This was calculated out with all of the bidder numbers to verify no changes in bid award would be affected. With the additional funding for four additional add alternates, the bid order remained the same. The contract amount award to Mountaineer Infrastructure is \$8,672,807.50. After all of the bid calculations were provided to the FAA, the FAA was able to issue the grant for \$9,520,188.00.

Once this phase of the project is complete, the project will be approximately 45% complete and will allow the next phases of the project to continue to create additional embankment. The majority of the rock needed for the next few phases is currently stockpiled in the location of the future I-68 Commerce Park. With this phase getting completed, the stockpiles will slowly be removed allowing for the Commerce Park construction to begin. It



# City Council Agenda Item Summary

is anticipated with the creation of the Commerce Park a TIFF district will be created to fund the development of the park as well as provide funding for the Airport for continued capital investment.

The projected duration of this portion of work contained in this contract is 350 days. The contractor anticipates starting this fall and having a winter shutdown with work continuing in the Spring of 2026.

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**Fiscal Impact:** This award will allow the City to spend grant 3-54-0015-058-2025 awarded by the Federal Aviation Administration in which the Federal government provided 95% of the funding. The State of WV has awarded 2.5% of the local match of 5% reducing the City's match to \$250,531.50 which is contained in the Airport's capital budget.

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Resolution No. 2025-\_\_\_\_

**RESOLUTION**

The City Council of The City of Morgantown hereby resolves that the City Manager is authorized to execute the enclosed "Agreement" with Mountaineer Infrastructure, LLC, providing for construction Phase 5 of MGW Runway 18-36 Extension, together with any additional contract documents and/or terms the City and/or Federal Aviation Administration may require, and that the City Manager is authorized to execute and deliver any documents necessary or helpful to accomplishing the purposes of such contract and any supporting funding and/or grant.

Adopted this \_\_\_\_ day of August, 2025:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF MORGANTOWN, hereinafter referred to as the "Owner" and Mountaineer Infrastructure, LLC

(A Corporation existing under the laws of the State of) West Virginia

(Partnership consisting of) \_\_\_\_\_

(An Individual trading as) \_\_\_\_\_

located in Randolph County in the State of West Virginia

hereinafter referred to as the "Contractor".

WITNESSETH, that the parties hereto mutually agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

The Contract Documents consist of all those documents listed in Article 8, all Addenda issued prior to execution of this Agreement, and all Modifications issued subsequent thereto. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2 - THE WORK

The Contractor shall perform the work required by the Contract Documents for:

**Morgantown Municipal Airport**  
**MGW Runway 18-36 Extension:**  
**Construction Phase 5**  
**Bid Number 2025-14**

ARTICLE 3 - THE ENGINEER

The Engineer for this Project is:

Michael Baker International, Inc.  
100 Airside Drive  
Airside Business Park  
Moon Township, PA 15108

ARTICLE 4 - CONTRACT SUM

The Owner shall pay the Contractor for the performance of the work included under this Contract subject to additions and deductions by Change Order as provided in the General Provisions of the Contract.

The Estimated Contract Sum of: Eight Million Six Hundred Seventy-Two Thousand Eight Hundred  
And Seven Dollars and Fifty Cents (\$8,672,807.50)

ARTICLE 5 - TIME OF COMMENCEMENT AND COMPLETION

- a. The work to be performed under this Contract shall be commenced immediately on the date of "Notice to Proceed". All work on the "**MGW Runway 18-36 Extension: Construction Phase 5**" shall be completed within three hundred and fifty (350) calendar days for the base bid and bid alternates 1,2,3, and five (5) alternate 4s from the date of Notice to Proceed.
- b. It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning, rate of progress, and the time for completion of the work to be performed hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be completed in the number of days specified above.

The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual construction conditions prevailing in this locality.

IF THE SAID CONTRACTOR SHALL NEGLECT, FAIL OR REFUSE TO COMPLETE THE WORK WITHIN THE TIME HEREIN SPECIFIED, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the following amounts: **MGW Runway 18-36 Extension: Construction Phase 5** - \$3,000 per calendar day not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every consecutive calendar day, including Saturdays, Sundays, and Holidays, that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain.

ARTICLE 6 - FINAL PAYMENT

Upon the completion of all Work required by the Contract, the Engineer shall submit a Project Completion Certificate to the Owner and Contractor. Within ninety (90) days after filing of such Certificate and a final payment estimate issued by the Contractor, the Owner shall pay to the Contractor the full Contract Sum, less all prior payments. All prior payments including those related to Change Orders shall be subject to correction by the final payment.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in the General Provisions of the Contract shall have the meanings designated in those General Provisions.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between the Owner and the Contractor, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- Notice to Bidders
- Instructions to Bidders
- Form of Proposal
- Proposal Guaranty
- Instructions for Non-Collusion Affidavit
- Non-Collusion Affidavit
- Buy American Certificate
- Contractor's Certificate of Eligibility
- Statement of Bidder Indicating Previous Experience in Contracts Subject to EEO
- Contract Participation and DBE Commitment
- Certification of DBE Unavailability
- Agreement
- Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors
- General Instructions for Bonds
- Performance Bond
- Labor and Materialman's Bond
- Maintenance Bond
- No-Lien Agreement
- Affidavit RE
- Partnership Certificate
- Corporate Certificate
- Notice of Responsible Employees
- Contractor's Certification of Non-Segregated Facilities
- Certificate of Owner's Attorney
- General Provisions
- Special Provisions
- Technical Specifications
- Project Contract Drawings

ARTICLE 9 – ATTORNEY'S FEE PROVISION

Without limiting any other provisions in this Agreement, CONTRACTOR agrees to pay all legal fees and expenses incurred by the OWNER to enforce any provision of this Agreement.

ARTICLE 10 – ARBITRATION CLAUSE

All claims, disputes and other matters in question arising out of, or relating to, this Contract or the breach thereof except for claims which have been waived by final payment in accordance with Section 50-16 of the General Provisions, shall be decided by arbitration. This agreement to arbitrate shall be specifically enforceable.

The Board of Arbitrators shall consist of three members. Each party shall appoint one arbitrator and shall advise the other party thereof in writing, sent by registered mail. Thereafter, a third member shall be selected by the two so appointed.

The arbitrators shall proceed with diligence to hear the matter and the parties shall have a full opportunity

**Morgantown Municipal Airport****MGW Runway 18-36 Extension:  
Construction Phase 5**

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to present testimony. The award shall be made by the arbitrators, or a majority of them, and shall be binding upon the parties, subject to appeal to the courts as provided by the Laws of the State of West Virginia.

The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the proceedings upon either or both parties.

The Contractor shall carry on the Work and maintain the progress scheduled during any arbitration proceedings unless otherwise agreed by the parties in writing.

The terms of this Agreement shall be governed by, construed, interpreted and enforced in accordance with laws of the State of West Virginia without consideration of conflict of law principals.

This Agreement may only be amended, supplemented, waived or modified by a writing signed and dated by an authorized representative of each of the Parties involved. CONTRACTOR acknowledges that the OWNER is governed by the West Virginia Code, and that only the Council of the City of Morgantown at a regularly scheduled or specially advertised public meeting may agree to amend, supplement, waive or modify this Agreement, that no individual Board member, manager or employee is empowered to amend, supplement, waive or modify this Agreement.

Morgantown Municipal Airport

MGW Runway 18-36 Extension:  
Construction Phase 5

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in four (4) duplicate counterparts, each of which shall be considered as an original, as of the day and year first above written.

The signatories to this Agreement for each of the parties hereto warrant and represent that, by signing below, they are acting for and with the authority to execute this Agreement on behalf of the party for whom they have signed.

WITNESS:

*Autumn Evans*

CONTRACTOR:

BY: *MR. Evans*

TITLE: *President*

WITNESS:

(SEAL)

CITY OF MORGANTOWN

BY: \_\_\_\_\_

**GENERAL INSTRUCTIONS FOR BONDS**

1. The "Bid Bond" form shall be used for the protection of the Owner in receiving bids. There shall be no deviation from this form.
2. The "Performance Bond" form shall be used for all Work or the furnishing of supplies whenever a bond is required. There shall be no deviation from this form.
3. The "Labor and Materialman's Bond" form, for the protection of persons supplying labor and material, shall be used on all Contracts where such Bond is required. This Bond shall provide that every person, co-partnership, association or corporation who, whether as Subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the Work, as above provided, and who has not been paid therefore, may sue in assumpsit on said Bond, in the name of the Owner, for his, their or its use, and prosecute the same to final judgement for such sum or sums as may be justly due him, them or it, and have execution thereon, but the Owner shall not be liable for the payment of any costs or expenses of any suit. There shall be no deviation from this form.
4. The "Maintenance Bond" form for the protection of the Owner shall be used on all Contracts where such Bond is required. There shall be no deviation from this form.
5. The surety on each bond must be a responsible surety company, which is qualified to do business in the State of West Virginia and satisfactory to the Owner.
6. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
7. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
8. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal, as indicated in the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
9. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate, there may be attached to the bond, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
10. The date of these bonds must not be prior to the date of the Contract in connection with which it is given.



Morgantown Municipal Airport

MGW Runway 18-36 Extension:  
Construction Phase 5

Signed, sealed and delivered in five (5) counterparts this 25th day of  
July 2025.

(Individuals Principals Sign Here)

In the presence of:

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Individual Principal) (SEAL)

(Corporate Principals Sign Here)

Mountaineer Infrastructure, LLC

ATTEST:

*Antonia Roman*

By *MR Evans*  
(Corporate Principal)



(Surety Sign Here)

Liberty Mutual Insurance Company

*Kimberly L. Miles*

Kimberly L. Miles, Attorney-in-fact



(Power of Attorney for person signing for Surety Company must be attached to the bond.)



**Morgantown Municipal Airport****MGW Runway 18-36 Extension:  
Construction Phase 5**

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- (c) In no event shall the surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the complete performance of said Contract and final settlement thereof.
- (d) As used herein, the term "person" refers to any person, firm or corporation who has furnished materials or machinery to be used on or incorporated in the Work or the prosecution thereof provided for in said Contract, or in any amendment or extension of or addition to said Contract, or of any assignee of said Principal, or of any Subcontractor, and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the Principal, or any Subcontractor or any assignee or said Principal or of said Subcontractor, and such laborer or mechanic but shall not include office employees not regularly stationed at the site of the Work.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of this Contract or to the Work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Morgantown Municipal Airport

MGW Runway 18-36 Extension:  
Construction Phase 5

Signed, sealed and delivered in five (5) counterparts this 25th day of July, 2025

(Individual Principals Sign Here)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

In the presence of:

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

(Corporate Principals Sign Here)

Mountaineer Infrastructure, LLC

BY MD Evans



(Surety Sign Here) Liberty Mutual Insurance Company

Kimberly L. Miles

Kimberly L. Miles, Attorney-in-fact

(Power of Attorney for person signing for Surety Company must be attached to bond.)



Morgantown Municipal Airport

MGW Runway 18-36 Extension:  
Construction Phase 5

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Mountaineer Infrastructure, LLC

150 Excavation Lane, Dry Fork, WV 26263

as Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

as Surety are held and firmly bound unto the CITY OF MORGANTOWN (hereinafter called the Obligee) in the sum of Eight Million Six Hundred Seventy-Two Thousand Eight Hundred Seven

Dollars and 50/100s

DOLLARS (\$ 8,672,807.50 ), for

the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract, hereto attached, with the Obligee dated \_\_\_\_\_, 20\_\_, for: **MGW RUNWAY 18-36 EXTENSION: CONSTRUCTION PHASE 5.**

NOW THEREFORE, if the Principal shall remedy without cost to the Obligee any defects which develop during a period of one (1) year from the date of completion and acceptance of the Work performed under said Contract provided such defects, in the judgment of the Obligee or his successor having jurisdiction in the premises, are caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise to remain in full force or virtue.

Morgantown Municipal Airport

MGW Runway 18-36 Extension:  
Construction Phase 5

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 25th day of July, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN THE PRESENCE OF:

\_\_\_\_\_  
(SEAL)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(SEAL)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

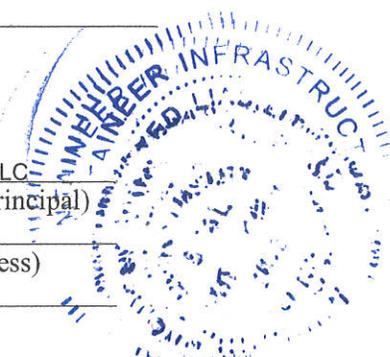


Mountaineer Infrastructure, LLC  
(Corporate Principal)

150 Excavation Lane  
(Business Address)

Dry Fork, WV 26263

By: MB. Evans  
(Affix Corporate Seal)



WITNESS:

Tammy S. Selbe  
Tammy S. Selbe, Witness to Surety

Liberty Mutual Insurance Company  
(Corporate Surety)

175 Berkeley Street  
(Business Address)

Boston, MA 02116

By: Kimberly L. Miles  
(Affix Corporate Seal)  
Kimberly L. Miles, Attorney-in-fact



The rate of premium on this Bond is \* per thousand. Total amount of premium charged, \$ 54,278.00. (The above must be filled in by corporate surety. Power-of-Attorney for person signing for Surety Company must be attached to the Bond.)

- \* First \$500,000 - \$10.13
- Next \$2 Mil - \$ 7.90
- Next \$2.5 Mil - \$ 6.90
- Next \$2.5 Mil - \$ 5.40
- Over \$7.5 Mil - \$ 5.40



# POWER OF ATTORNEY

Certificate No: 8213252-014055

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica J. Bentley; Jaime L. Carpenter; Kimberly L. Miles; Tammy S. Selbe; Douglas P. Taylor; Andrew K. Tector

all of the city of Charleston state of WV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of March, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 3rd day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 25th day of July, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AFFIDAVIT

As an authorized representative of Mountaineer Infrastructure, I do hereby swear and affirm that neither Mountaineer Infrastructure or any of its agents or employees has given or assigned or has agreed to give or assign any affiliated work or agreed to give any assistance in receiving any affiliated work to any officer, agent, or employee of the City of Morgantown or to any concern that is in any way affiliated with any officer, agent, or employee of the City of Morgantown, with an agreement or understanding to receive consideration for county business in connection with the above project and contract.

Signed: MD. Evans  
Title: President  
Date: 7/18/25  
Witness: Sondra Mullenox

**NO LIEN AGREEMENT**

WHEREAS \_\_\_\_\_  
(Name of Contractor)

has entered into an Agreement with the CITY OF MORGANTOWN to provide labor, materials and equipment for: **MGW RUNWAY 18-36 EXTENSION: CONSTRUCTION PHASE 5.**

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said Contract and for the consideration therein set forth, that neither the undersigned Contractor, any Subcontractor, or materialman, nor any other person furnishing labor or materials to the said Contractor under this Contract shall file a lien, commonly called a Mechanic's Lien, for Work performed or materials furnished to the said Project, or to the grounds adjacent thereto.

This stipulation is made and intended to be filed with the Prothonotary within ten (10) days after date, in accordance with the requirements of the State of West Virginia in such case provided.

IN WITNESS WHEREOF the said parties hereto have hereunder set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

CONTRACTOR: Mountaineer Infrastructure, LLC

WITNESS: Sandra Muller BY: M.D. Evans  
TITLE: President

CITY OF MORGANTOWN:

WITNESS: BY: \_\_\_\_\_  
BY: \_\_\_\_\_  
BY: \_\_\_\_\_

Morgantown Municipal Airport

MGW Runway 18-36 Extension:  
Construction Phase 5

AFFIDAVIT

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of West Virginia

County of Tucker

SS:

Matt Evans  
(Name of Officer, if corp.)

President  
(Title of Officer, if corp.)

Mountaineer Infrastructure  
(Name of Contractor)

being duly sworn according to law deposes and says he/they/it has \_\_\_ accepted the provisions of the Workmen's Compensation Act or laws of the State of West Virginia, with its supplements and amendments, and has \_\_\_ insured his/their/its liability thereunder in accordance with the terms of said Act with

Mountaineer Infrastructure  
(Company).

(Contractor)

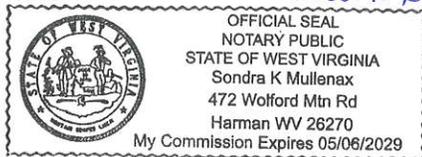
By: MB. Evans

Title: President

SWORN to and subscribed before me this

18<sup>th</sup> day of July A.D. 2025

(NOTARIAL SEAL) Sondra Mullenax



PARTNERSHIP CERTIFICATE

State of \_\_\_\_\_ )

ss:

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me personally appeared,

\_\_\_\_\_ known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of

\_\_\_\_\_ ;

and that said firm consists of himself and \_\_\_\_\_

and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County

of \_\_\_\_\_

State of \_\_\_\_\_

(NOTARIAL SEAL)

Morgantown Municipal Airport

MGW Runway 18-36 Extension:  
Construction Phase 5

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Contractor in the foregoing Instrument, that \_\_\_\_\_, who signed the Instrument on behalf of the Contractor was then of said corporation; that said Contractor was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate power.

\_\_\_\_\_  
(Signature of Secretary)

(CORPORATE SEAL)

Morgantown Municipal Airport

MGW Runway 18-36 Extension:  
Construction Phase 5

NOTICE OF RESPONSIBLE EMPLOYEES

The below listed personnel are qualified to fulfill the function prescribed in Paragraph 31 of the Special Provisions.

Name     Matt Evans    

Phone Number     304-290-7000    

Name     John Sumnerfield    

Phone Number     304-704-5090    

Name     Dustan Fox    

Phone Number     304-266-2968    

I hereby certify that one of the above persons will be available during non-working hours to remedy emergency situations stemming from the construction activity associated with the Contract:

By     M.D. Evans    

Title     President

**CONTRACTOR’S CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Federally Assisted Construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit employees to perform services at any location, under its control, where segregated facilities are maintained. The Federally Assisted Construction Contractor certifies that it shall not maintain or provide, for its employees, segregated facilities at any of its establishments and that it shall not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. The Federally Assisted Construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term “segregated facilities” means any waiting room, work area, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color religion, or national origin because of habit, local custom, or any other reason. The Federally Assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he shall obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the equal opportunity clause and that he shall retain such certifications in his files.

The information above is true and complete to the best of my knowledge.

Name and Title (Please Type) Matt Evans President

Date 7/18/25

Signature ME Evans

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned,

\_\_\_\_\_

have examined the foregoing Contract and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named thereon; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

BY: \_\_\_\_\_  
(Signature of Solicitor)

Date: \_\_\_\_\_



July 24, 2025

Ms. Jamie Miller  
City Manager  
City of Morgantown  
430 Spruce Street  
Morgantown, WV 26505

RE: MGW Runway 18-36 Extension, Construction Phase 5  
City Council – Recommendation of Constructor Contract Award

Dear Ms. Miller:

The Morgantown Municipal Airport would like to request City Council recommend the award of construction contract to Mountaineer Infrastructure LLC for the Runway 18-36 Extension Phase 5 Construction project. This contract award is in conjunction with the FAA grant 3-54-0015-058-2025 which was accepted by Council on Tuesday, July 22, 2025. Mountaineer Infrastructure was the apparent low bidder for the Base Bid and Add Alternates 1, 2, 3, and 4 with a total bid of \$6,744,243.90. The highest bidder submitted a bid for \$10,797,906.64 including the Base Bid and Add alternates 1, 2, 3, and 4.

Included is the recommendation from Michael Baker International to award the contract to Mountaineer Infrastructure and a copy of the bid tabulations including all of the respondents to our advertisement.

We appreciate your consideration for the recommendation for award of contract for construction for this project. Please feel free to contact me if you have any questions.

Sincerely,

Jonathon Vrabel  
Airport Director  
Morgantown Municipal Airport

**Morgantown Municipal Airport**  
100 Hart Field Road  
Morgantown, West Virginia 26505  
(304) 291-7461

[www.morgantownairport.com](http://www.morgantownairport.com)

**Michael Baker***We Make a Difference***I N T E R N A T I O N A L**

July 21, 2025

Ms. Jamie Miller, City Manager  
City of Morgantown  
460 Spruce Street  
Morgantown, WV 26505  
*Via email: Ddavis@morgantownwv.gov*

Subject: Morgantown Municipal Airport (MGW)  
Runway 18-36 Extension, Construction Phase 5  
Letter of Recommendation for Contract Award

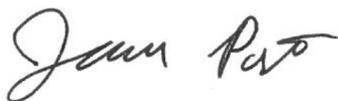
Dear Ms. Miller:

Michael Baker International, Inc. (Michael Baker) has reviewed the five (5) Contractors' bids for the subject project, which were received and publicly opened on April 17, 2025. The project was advertised and bid with a Base Bid and four (4) Add Alternates. Mountaineer Infrastructure was the apparent low bidder at \$4,846,450.00 for the Base Bid and \$6,744,243.90 for the Total Bid. There are no apparent mathematical errors inside the bid, and the bid is considered responsive.

Therefore, Michael Baker recommends awarding the Runway 18-36 Extension, Construction Phase 5 project to Mountaineer Infrastructure subject to available funding. A copy of the bid tabulation has been attached for your reference.

If you have any questions or need clarification, please contact me at 412-269-6054 or [jared.post@mbakerintl.com](mailto:jared.post@mbakerintl.com). We thank you for this opportunity and look forward to your comments and further negotiations.

Sincerely,

**MICHAEL BAKER INTERNATIONAL, INC.**

Jared Post, P.E.  
Project Manager

cc: Matthew Ponce, MBI; Matthew DiGiulian, FAA; Stewart Lewis, FAA; Jonathan Vrabel, MGW

Attachment

**MBAKERINTL.COM**

100 Airside Drive | Moon Township, PA 15108  
Office: 412.269.6300 | Fax: 412.375-3990

**MORGANTOWN MUNICIPAL AIRPORT (MGW)  
 RWY 18-36 EXTENSION CONSTRUCTION PHASE 5  
 BID OPENING 4/17/2025**

ordered according to base + all 4 alts

RANK	CONTRACTOR	BASE BID	BASE BID + ADD ALT 1	BASE BID + ADD ALT 1,2	BASE BID + ADD ALT 1,2,3	BASE BID + ADD ALT 1,2,3,4
1	Mountaineer Infrastructure	\$ 4,846,450.00	\$ 5,330,219.90	\$ 5,807,197.30	\$ 6,262,103.00	\$ 6,744,243.90
2	Cast and Baker	\$ 5,665,223.25	\$ 6,190,577.00	\$ 6,708,973.75	\$ 7,203,774.25	\$ 7,734,355.50
3	Mountaineer Contractors	\$ 6,657,101.00	\$ 7,226,461.00	\$ 7,788,585.25	\$ 8,337,834.50	\$ 8,934,099.85
4	Ampeco	\$ 6,267,712.44	\$ 6,990,860.09	\$ 7,704,650.44	\$ 8,386,310.59	\$ 9,119,878.44
5	Anderson Excavating	\$ 8,029,955.39	\$ 8,733,446.93	\$ 9,427,408.52	\$ 10,088,955.16	\$ 10,797,906.64

**FEDERAL CONTRACT PROVISIONS**

The Contractor shall comply with the obligations set forth in this Section. The Contractor shall insert the provisions in this Section in each subcontract that it enters into for the performance of any work and shall incorporate the applicable requirements of such provisions by reference in any purchase orders, rental agreements, and other agreement that it enters into for supplies or services to be furnished to the Contractor in the performance of this Contract. The Contractor shall be responsible for compliance with the provisions set forth in this Section by any subcontractor, lower tier subcontractor or service providers.

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**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade:	<b>2.5%</b>
Goals for female participation in each trade:	<b>6.9%</b>

These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Morgantown located in Monongalia County in West Virginia.

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**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

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**BUY AMERICAN PREFERENCE**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

### Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing U.S. domestic product.
  3. To furnish U.S. domestic product for any waiver request that the FAA rejects
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### Required Documentation

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition

Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

7/18/25

Date

Mountaineer Infrastructure

Company Name

M.B. Evans

Signature

President

Title

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**GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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**CIVIL RIGHTS – TITLE VI ASSURANCE**
**Title VI Solicitation Notice:**

The City of Morgantown, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Clauses For Construction/Use/Access To Real Property Acquired  
Under The Activity, Facility Or Program**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

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**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

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**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS****1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

**3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

**4. Subcontractors.**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

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**COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

### DAVIS-BACON REQUIREMENTS

#### 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days

of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in

1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### 8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

**SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **DISADVANTAGED BUSINESS ENTERPRISES**

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Morgantown to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;

- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from the City of Morgantown. The prime contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Morgantown. This clause applies to both DBE and non-DBE subcontractors.

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**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

**DRUG FREE WORKPLACE REQUIREMENTS**

A. The Contractor shall be subject to and shall comply with all requirements under the West Virginia Alcohol and Drug-Free Workplace Act (hereinafter, the "Act") as specified in West Virginia Code sections 21-1D et seq. The Drug Free Workplace Conformance Affidavit, as supplied herein, must be signed and submitted with the Bid as specified in the Bidder's Check List. Failure to submit the affidavit will render the Bid unresponsive.

B. The Contractor and Subcontractors, at any tier, shall be required to implement and maintain a written drug-free workplace policy in compliance with the "Act" and the Contractor and its Subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with said article.

C. This contract will be cancelled if the Contractor:

- (1) Fails to implement its drug-free workplace policy;
- (2) Fails to provide information regarding implementation of the Contractor's drug-free workplace policy at the request of the City; or
- (3) Provides to the City false information regarding the Contractor's drug-free workplace policy.

D. The Contractor shall be responsible for verifying that Subcontractor's, at any tier, meets the requirements of this Section. For Subcontractors, compliance with this section may take place before their work on the project is begun. Failure for the Contractor to secure the affidavit(s) from the Subcontractors and to verify that they are implementing and maintaining a written drug-free workplace will result in the cancellation of this contract per this Section part C.

### EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply

the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded

or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee

identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

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**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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**PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1.) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year;  
or
- 2.) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

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**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR DEFAULT (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

### TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

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**VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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# City Council Agenda Item Summary

Council Meeting Date: 08/12/2025

**Item:** Approval of Ordinance for a Supplemental Agreement with the Federal Aviation Administration (FAA) for the use and maintenance of FAA provided and maintained navigational aids at the Morgantown Municipal Airport (MGW)

**Department:** Airport

**Requested By:** Jon Vrabel

**Strategic Goal:** Vibrant and Prosperous & Connected & Well Maintained

**Recommended Motion:** I motion to approve the ordinance for Supplemental Agreement DTFAEA-06-L-00064 with the Federal Aviation Administration (FAA) for the use and maintenance of FAA provided and maintained navigational equipment at the Morgantown Municipal Airport (MGW).

**Item Summary:** This agreement is for an additional 20 year period allowing the FAA to provide and maintain navigational aids for Air Traffic Control and for the aircraft operators using the Morgantown Municipal Airport.

The original agreement was executed in October of 2005 and expires in September of 2025. This supplemental agreement extends the original agreement from 2005 for an additional 20 years until September 30, 2045.

This agreement allows the FAA to use Airport property to install and maintain navigational aids needed by Air Traffic Control and by flying users of the airport. The FAA provides all equipment, cabling, power, and telecommunications to the equipment. The FAA will only install equipment based on necessity and will confer with the Airport and its approved Airport Layout Plan to prevent any equipment being placed in areas for future development or that may impede the operation of the Airport.

This agreement adds a new requirement that was not in previous agreements. This new requirement is the Defense Counter Intelligence Program (DCIP) compliance. In summary, this requirement prevents the City from releasing any sensitive information regarding the policies, procedures, and equipment used at the Airport. The DCIP is designed to detect, deter, and deny an illicit human and technological intelligence gathering activities and to address national security concerns. In particular, the focus is to prevent foreign entities from retrieving any sensitive information that could be used against our nation including non-public information



## City Council Agenda Item Summary

from FAA data networks, imagery, technical specifications, trade secrets, proprietary information, sensitive security information, and sensitive unclassified information.

Overall this agreement continues the many years of FAA provided navigational aids that have been installed and used by both the Air Traffic Control tower and by the many users operating at MGW.

This item has been previously discussed at the July Committee of the Whole meeting.

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**Fiscal Impact:** The fiscal impact of this agreement does not provide any revenue or expenses as this agreement is a neutral cost to the FAA and MGW. The agreement allows the FAA to utilize the space needed by the navigational aids fee free since the City accepts grants from the Airport Improvement Program.

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U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Eastern Service Area  
Real Estate Branch, AAQ-910

1701 Columbia Avenue  
College Park, GA 30337

SENT VIA EMAIL TO JAMIE MILLER [[jamie.miller@morgantownwv.gov](mailto:jamie.miller@morgantownwv.gov)]

July 21, 2025

City of Morgantown, WV  
c/o Jamie Miller —City Manager  
430 Spruce St. Morgantown.,  
West Virginia, 26505

Dear Ms. Miller:

Attached is Supplemental Agreement No. 1 for Federal Aviation Administration (FAA)  
Real Estate Contract No. DTFAEA-06-L-00064.

The purpose of this agreement is to extend the term of FAA contract for an additional 20-  
year period, as well as adding (1) new security clause as protection for sensitive information  
in possession of FAA that Lessor does not provide. Additionally, we've updated the list of  
facilities located at the Morgantown Municipal Airport/Walter L. Bill Hart Field, in  
Morgantown, West Virginia and have attached a copy for your records.

The enclosed Public Authorization Certificate is to be completed by someone other than the  
individual executing the lease, with signing authority on behalf of the City of Morgantown,  
West Virginia.

Please review and coordinate signatures on the Supplement Lease Agreement and Public  
Authorization Certificate. Electronic signatures are strongly encouraged. Please return the  
lease as a PDF document to myself and Joseph Swearington at the following email address:  
[Joseph.R-CTR.Swearington@faa.gov](mailto:Joseph.R-CTR.Swearington@faa.gov). Following receipt of the document, a fully executed  
lease will be returned to you for your records.

If you need additional information, please contact me at (404)305-5746 or via email at  
[Mariah.Perez@faa.gov](mailto:Mariah.Perez@faa.gov).

Sincerely,

**MARIAH**  
**PEREZ**  
Digitally signed  
by MARIAH  
PEREZ  
Date: 2025.07.21  
11:00:02 -04'00'

Mariah Perez  
Real Estate Contracting Officer  
Federal Aviation Administration

Attachments

Ordinance No. 2025-

**AN ORDINANCE OF THE CITY OF MORGANTOWN  
AUTHORIZING SUPPLEMENTAL AGREEMENT NO. 1 TO REAL ESTATE  
CONTRACT NO. DTFAEA-06-L-00064 WITH THE FEDERAL AVIATION  
ADMINISTRATION**

The City of Morgantown hereby ordains as follows:

**Section 1. Findings and Purpose.** City Council finds and concludes that it is essential to the continued operation of the Morgantown Municipal Airport to continue to contract with the Federal Aviation Administration for navigation, communication, and weather aids for the support of Air Traffic Operations at the Morgantown Municipal Airport, and that the City Manager and other appropriate personnel should be authorized to execute the contract documents necessary to accomplish that purpose.

**Section 2. Authorization to Contract with Federal Aviation Administration.**

The City Manager is authorized to execute a “Supplemental Agreement” to Federal Aviation Administration Contract No. DTFAEA-06-L-00064, substantially in the form attached hereto, together with such other documents as may be necessary to accomplish the purposes of the agreement, and that an appropriate designated staff member or agent of the City is authorized to execute the certificate of authorization included therein and/or to provide other proof of authorization as may be required by the Federal Aviation Administration.

**Section 3. Repeal, Savings, Severability.**

Any section of this Code repealed or modified by a subsequent ordinance will continue in force until the effective date of the repealing ordinance.

The repeal or modification of any part of this Code does not affect any existing right acquired, or liability or obligation incurred, under the code sections amended or repealed unless the modifying ordinance expressly so provides. Any repealed or modified part of this Code will remain in force for the purpose of sustaining any proper legal proceedings and prosecutions related to the enforcement of such right or liability brought prior to the repeal or modification.

The repeal of any repealing ordinance, clause, or provision does not revive any former ordinance, clause, or provision unless expressly provided by ordinance.

If any provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid by a court of competent jurisdiction or other entity or agency having jurisdiction to make such determination, the remainder of this Ordinance and the application to other persons or circumstances remain in effect.

**Section 4. Effective date; application.** This ordinance shall be effective upon adoption. This Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

**Section 5. Recording of ordinance.** The City Clerk is directed to obtain all signatures required by the form of Ordinance adopted and maintain an executed original ordinance with the official records of the City of Morgantown, to be maintained, preserved, and accessed in accordance with the laws of the State of West Virginia and the City of Morgantown, and to take the following additional actions: Deliver an executed copy of the Ordinance to the Airport Director and to the City Attorney.

FIRST READING: \_\_\_\_\_

\_\_\_\_\_  
Mayor

SECOND READING: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

FILED: \_\_\_\_\_

**DATED:** July 17, 2025

**REVISED LIST OF FACILITIES**

MEMORANDUM OF AGREEMENT

**DTFAEA-06-L-00064**

MORGANTOWN MUNICIPAL AIRPORT/WALTER L. BILL HART FIELD

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID) Number</u>	<u>Comments</u>
1	MALSR	18 (MGW)	Facility site is partially on the airport, off airport lease number is 69435Z-22-L-00045, equipment shelter, restricted critical area, access road
2	RTR	SUPPORT (MGW)	Facility site. Restricted critical area, shelter, and access road
3	GS	18 (MGW)	Facility equipment shelter site, restricted critical area
4	LOC	36 (MGW)	Antenna site, equipment shelter, restricted and access road
5	SWS	SUPPORT (MGW)	Facility site. Replaced wind equipment in 2019 and access road
6	ASOS	SUPPORT (MGW)	Pole, Sensor Group Site. Fenced in Restricted Area. Access Road and Separate Gate.
7	VASI-4	36 (MGW)	Facility site. Restricted critical area.
8	REIL	36 (MGW)	Facility equipment site. Restricted critical area.

15 NOV 2005

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

**MEMORANDUM OF AGREEMENT**

**Agreement Number DTFAEA-06-L-00064**

This agreement is made and entered into by the The City of Morgantown, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Morgantown Municipal Airport, Morgantown, WV.

NOW, THEREFORE, the parties mutually agree as follows:

**1. TERMS AND CONDITIONS:**

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on **1 October 2005** and

continuing though **30 September 2025**. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as **The City of Morgantown**, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

## **2. CONSIDERATION:**

The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

## **3. PURPOSE:**

It is understood and agreed that the use of the herein described premises, known as, **The City of Morgantown** shall be related to the FAA's activities in support of Air Traffic operations.

**4. FAA FACILITIES:**

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that is made part of this agreement by reference and shown on the attached FAA "List of Facilities".

**5. TITLE TO IMPROVEMENTS:**

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

**6. HAZARDOUS SUBSTANCE CONTAMINATION:**

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

**7. INTERFERENCE WITH FAA OPERATIONS:**

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

**8. FUNDING RESPONSIBILITY FOR FAA FACILITIES:**

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

**9. NON-RESTORATION:**

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

**10. NOTICES:**

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

**The City of Morgantown, City Hall**  
**389 Spruce Street**  
**Morgantown, WV 26505**

**FEDERAL AVIATION ADMINISTRATION**  
**ATTN: REAL ESTATE, AEA-55B**  
**1 Aviation Plaza**  
**Jamaica, NY 11434**

**11. Previous Lease(s)/Agreement(s)**

This agreement supersedes Land Lease numbers DTFAEA-05-L-8000<sup>7</sup>11, DTFA05-01-L-80012, \*DTFA05-01-L-16156, DTFA05-01-L-16233, DTFA05-95-L-62355, DTFA05-87-L-61190 and DTFA05-86-L-61024. The aforesaid leases are hereby terminated.

**12. The following clauses are incorporated by reference:**

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

**13. SIGNATURES:**

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

**THE CITY OF MORGANTOWN**

**UNITED STATES OF AMERICA,  
FEDERAL AVIATION ADMINISTRATION**

By: [Signature]  
Title: CITY MANAGER  
Date: March 13, 2006  
TIN: \_\_\_\_\_

By: [Signature]  
Title: Contracting officer  
Date: 16 MAR 2006





# City Council Agenda Item Summary

Council Meeting Date: August 12, 2025

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**Item:** Resolution Supporting Legislation to Assist Disabled Coal Miners  
**Department:** City Council  
**Requested By:** Deputy Mayor Butcher  
**Strategic Goal:** Strategic Plan – n/a; Comprehensive Plan – n/a

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**Recommended Motion:** I move to approve the Resolution supporting legislation to assist disabled coal miners.

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**Item Summary:** This resolution recites the history of coal mining in West Virginia and the Morgantown area and notes the prevalence of black lung disease among miners, which is caused by exposure to coal and silica dust during mining. The resolution identified federal benefits provided to former miners with black lung disease have declined in purchasing power because the benefits are not indexed to inflation or cost of living, and it urges United States Senators Justice and Capito, as well as United States Representative Moore, to support legislation increasing the benefit rates.

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**Fiscal Impact:** No direct impact. The Resolution states federal benefits provided to residents of the City of Morgantown delivered an estimated \$1,132,873.04 in disability and medical benefits in 2024, and that these funds supported the local economy in part through spending.

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Resolution No. 2025-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGANTOWN SUPPORTING LEGISLATION TO ASSIST DISABLED COAL MINERS**

**WHEREAS** the City of Morgantown is a community in West Virginia, a region with many rich assets, including our land, water, heritage, and people who have mined coal that has fueled the United States for over a century; and

**WHEREAS** one of the consequences of our history of coal mining has been that generations of our families and communities have suffered from high rates of black lung disease, an incurable and fatal disease caused by exposure to coal and silica dust; and

**WHEREAS** thousands of coal miners disabled by black lung disease and their dependents rely on federal black lung benefits including, in FY2024, 5,017 West Virginians, of which 50 claimants reside in the City of Morgantown; and

**WHEREAS** the federal benefits provided to residents of the City of Morgantown delivered an estimated \$1,132,873.04 in disability and medical benefits in 2024, providing an important financial lifeline to affected families and supporting the local economy through spending at local businesses and medical facilities; and

**WHEREAS** the spending value of federal black lung benefit payments have declined by over thirty percent since 1969, because black lung benefits are not tied to increases in the cost of living or rising inflation; and

**WHEREAS** a living wage in Monongalia County is over four times the amount of what is provided by federal black lung benefit rates; and

**WHEREAS** we are concerned about the general welfare of our mining families, specifically the impacts of rising inflation, and believe that our miners deserve to live their lives with dignity;

**THEREFORE, BE IT RESOLVED THAT** the City of Morgantown, West Virginia urges U.S. Senators Shelley Moore Capito and James Conley Justice II, along with U.S. Representative Riley Moore, to support and vote for legislation to assist disabled miners, including legislation to increase monthly black lung benefit rates.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk





# City Council Agenda Item Summary

Council Meeting Date: August 12, 2025

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**Item:** Resolution Opposing the Siting or Construction of the Mid-Atlantic Link Project  
**Department:** City Council  
**Requested By:** Deputy Mayor Butcher  
**Strategic Goal:** Strategic Plan – n/a; Comprehensive Plan – n/a

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**Recommended Motion:** I move to approve a Resolution opposing the siting or construction of the Mid-Atlantic Link Project.

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**Item Summary:** This resolution identifies the proposed Mid-Atlantic Link (MARL) project, proposed by NextEra Energy which is proposed to construct a high-voltage transmission lines through multiple counties in West Virginia, including Monongalia County. It urges the West Virginia Public Service Commission to reject the project when it is presented to the Commission for consideration.

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**Fiscal Impact:** No direct immediate impact. The Resolution discusses the potential impact to property values, agriculture, tourism, tax revenue, and regional utility rate increases.

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Resolution No. 2025-\_\_

**RESOLUTION**

WHEREAS, the Mid-Atlantic Link (MARL) project, proposed by NextEra Energy Transmission, seeks to construct high-voltage transmission lines through multiple counties in West Virginia, including Monongalia County; and

WHEREAS, the MARL project includes building a new approximately 105-mile 500-kV transmission line from a connection point near Gore, Virginia, to existing substations in Allegheny County, Maryland, and Green County, Pennsylvania; and

WHEREAS, West Virginia is the State with the 5<sup>th</sup>-highest energy production among the United States while only consuming three-fifths of the energy the State generates, making it a net exporter of electricity to the region; and

WHEREAS, Monongalia County is home to two coal-fired power plants and a gas-fired power plant approved for construction by the West Virginia Public Service Commission pending final financing, demonstrating that the county is already making a substantial contribution to regional energy needs; and

WHEREAS, the MARL project is intended to transport electricity across West Virginia to serve increased energy demands, particularly from data centers in Northern Virginia, effectively turning Monongalia County into a transmission corridor without delivering meaningful local benefit; and

WHEREAS, the proposed routes for the MARL project would significantly and irreparably harm landowners, farms, forests, and communities, including longstanding family properties and environmentally sensitive areas in Monongalia County for a transmission line that primarily serves out-of-state interests; and

WHEREAS, the City of Morgantown is integrally connected with the remainder of Monongalia County and supports the wellbeing of all county residents, including protecting and promoting the livelihoods and quality of life of residents of the county whose property may be directly impacted by the MARL project; and

WHEREAS, the MARL project would negatively impact Monongalia County's property values, agriculture, tourism, and natural scenic integrity, while providing only marginal increase in local tax revenue; and

WHEREAS, the MARL project will ultimately be funded through regional utility rate increases, effectively forcing City of Morgantown residents to help finance a project that adversely affects their community without delivering proportional benefits to the community or to property owners directly impacted by the project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Morgantown that it formally opposes the siting or construction of the MARL 500kV overhead transmission lines in

Monongalia County, as such infrastructure would damage the natural beauty of the county, impair tourism, diminish property values, and confer no commensurate benefit on local residents while forcing all of our citizens to ultimately pay for this project through increased electricity rates; and

BE IT FURTHER RESOLVED, that the City Council urges the West Virginia Public Service Commission to reject the project when it is presented to the Commission for consideration.

Adopted this \_\_\_\_ day of August, 2025:

\_\_\_\_\_

Mayor

\_\_\_\_\_

City Clerk