



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, Morgantown, WV 26505

Tuesday, December 17, 2024, 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. November 26, 2024, Special Meeting Minutes

B. November 26, 2024, Committee of the Whole Meeting Minutes

C. December 3, 2024, Legislative Session Meeting Minutes

D. December 3, 2024, Regular Meeting Minutes

E. December 10, 2024, Special Meeting Minutes

5. CORRESPONDENCE:

A. Presentation of PATHways to Help - Brad Riffie, Public Relations and Communications Director

6. PUBLIC HEARINGS:

A. An Ordinance amending Section 105.42 - Compensation of election officials and other expenses

B. An Ordinance Authorizing a Lease Agreement at Morgantown Municipal Airport

7. UNFINISHED BUSINESS:

A. Boards & Commissions

8. PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION:

9. SPECIAL COMMITTEE REPORTS:

10. CONSENT AGENDA:

- A.** Consideration of **APPROVAL** of (Second Reading) of An Ordinance amending Section **105.42 - Compensation of election officials and other expenses** (*First reading 12/03/2024*)
- B.** Consideration of **APPROVAL** of (Second Reading) of An Ordinance Authorizing a **Lease Agreement at Morgantown Municipal Airport** (*First reading 12/03/2024*)

11. NEW BUSINESS:

- A.** Consideration of **Request for Exemption from Vacant Structure Registration**
- B.** Consideration of **APPROVAL** of A Resolution Appointing Acting City Manager
- C.** Consideration of **APPROVAL** of A Resolution Designating Authorized Signatories at Financial Institutions
- D.** Consideration of **APPROVAL** of A Resolution Placing Amendment to City Charter on April Election - City Manager Residency
- E.** Consideration of **APPROVAL** of (First Reading) of An Ordinance Closing the Police Pension Plan to New Entrants, Electing Optional-II Financing Method, and Authorizing Enrollment of New Hires in the Municipal Police Officers and Firefighters Retirement System
- F.** Consideration of **APPROVAL** of (First Reading) of An Ordinance Closing the Fire Pension Plan to New Entrants, Electing Optional-II Financing Method, and Authorizing Enrollment of New Hires in the Municipal Police Officers and Firefighters Retirement System
- G.** Consideration of **APPROVAL** of (First Reading) of An Ordinance amending Article 747 Establishing Fire Protection Service Charges
- H.** Consideration of **APPROVAL** of A Resolution amending the 2024-2025 Budget Revision for the Morgantown General Fund
- I.** Consideration of **APPROVAL** of A Resolution amending the 2024-2025 Budget Revision for the Morgantown Capital Escrow Fund

12. CITY MANAGER'S REPORT:

13. REPORT FROM CITY CLERK:

14. REPORT FROM CITY ATTORNEY:

15. REPORT FROM COUNCIL MEMBERS:

16. EXECUTIVE SESSION:

- A. Pursuant to WV State Code 6-9A-4(b)(9) to consider matters relating to acquisition or development of property in the Union District
- B. Pursuant to WV State Code Section 6-9A-4(b)(12) to discussion matters protected by attorney-client privilege

17. ADJOURNMENT:

For accommodations please call or text 304-288-7072

City of Morgantown

SPECIAL MEETING MINUTES November 26, 2024

Special Meeting November 26, 2024: The Special Meeting of the Common Council of the City of Morgantown was held at City Hall Council Chambers on Tuesday, November 26, 2024, at 6:00 p.m.

Present: Mayor Joe Abu-Ghannam, Deputy Mayor Jenny Selin, Council Members, Bill Kawecki, Louise “Weez” Michael, Danielle Trumble, Dave Harshbarger and Brian Butcher.

EXECUTIVE SESSION: Pursuant to West Virginia Code Section 6-9a-4(b)(2)(A) to discuss personnel matters in considering new appointments for Boards and Commissions. Motion by Councilor Trumble, second by Councilor Harshbarger, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:01 p.m.

Laura Rye – Land Reuse & Preservation Agency Board
Jenny Dinsmore – Transit Authority Board of Directors
Sameera Abu-Ghannam – Woodburn Commission

Adjournment:

There being no further business, motion by Councilor Trumble, second by Councilor Harshbarger, to adjourn the meeting. Time: 7:05 p.m.

City Clerk

Mayor

City of Morgantown
430 Spruce Street, Morgantown, WV 26505

MINUTES
SPECIAL MEETING
December 3, 2024

Legislative Session Meeting: December 3, 2024: The 2025 Legislative Session Meeting of the Common Council of the City of Morgantown was held in the City Hall First Floor Conference Room on Tuesday, December 3, 2024, at 5:30 pm.

The meeting was called to order by Mayor Abu-Ghannam.

Present: Assistant City Manager Emily Muzzarelli, City Clerk Christine Wade, Damien Davis, City Attorney Ryan Simonton, Mayor Joe Abu-Ghannam, Deputy Mayor Jenny Selin and Council Members: Bill Kawecky, Louise “Weez” Michael, Danielle Trumble, Dave Harshbarger, and Brian Butcher, and invited guests Senator Joey Garcia, Senator Mike Oliverio, Delegate Joe Statler, Delegate Evan Hansen, Delegate John Williams, Delegate Geno Chiarelli, and Delegate Anitra Williams. City Manager Kim Haws was absent.

Legislative Priorities 2025 with State Representatives:

- 1. Traffic Cameras
- 2. State Road Maintenance
- 3. Morgantown Municipal Airport

ADJOURNMENT: There being no further business, the meeting adjourned at 6:58 p.m.

City Clerk

Mayor

City of Morgantown
430 Spruce Street, Morgantown, WV 26505

MINUTES
SPECIAL MEETING
December 10, 2024

Special Meeting: December 10, 2024: The special meeting of the Common Council of the City of Morgantown was held in the City Hall First Floor Conference Room on Tuesday, December 10, 2024, at 7:02 pm.

The meeting was called to order by Mayor Abu-Ghannam.

Present: City Manager Kim Haws, Assistant City Manager Emily Muzzarelli, City Attorney Ryan Simonton, Finance Director Jon Furgison, Public Works Director Damien Davis, Mayor Joe Abu-Ghannam, Deputy Mayor Jenny Selin (virtual) and Council Members: Danielle Trumble, Dave Harshbarger, and Brian Butcher (virtual). Councilor Michael and Councilor Kawecky were absent.

Item for Discussion:

Pension Funding with Police and Fire Pension Boards

ADJOURNMENT: There being no further business, the meeting ended at 8:55 p.m.

City Clerk

Mayor

Ordinance No. 2024-_____

**AN ORDINANCE AMENDING SECTION 105.42 OF THE CITY CODE
ESTABLISHING COMPENSATION OF ELECTION OFFICIALS**

WHEREAS, the City of Morgantown wishes to update the compensation provide to election officials to equal the amounts paid by the County Commission for such services;

NOW, THEREFORE, The City of Morgantown hereby ordains that Section 105.42 of the City Code is amended as follows (new matter underlined; deleted matter ~~stricken~~):

Sec. 105.42. - Compensation of election officials and other expenses.

Each Head Election Commissioner of the election shall be allowed the sum of ~~\$115.00~~ 222.00. Each Commissioner and Poll Clerk shall be allowed the sum of ~~\$115.00~~ 222.00 for their services and where a Commissioner also acts as a messenger in calling for and delivering the ballots and supplies for his or her precinct and delivers the ballots, boxes, poll books, tally sheets, etc., back to the City Clerk, he or she shall receive ~~\$35.00~~ 15.00 in addition to the allowance herein provided. Pursuant to W. Va. Code section 3-1-44(d), the commissioners of election or poll clerks obtaining and delivering the election supplies, as provided in W. Va. Code §3-1-24, and returning them, as provided in W. Va. Code §3-5-1 et seq. and §3-6-1 et seq., will be paid mileage up to the rate of reimbursement authorized by the travel management rule of the Department of Administration for each mile necessarily traveled in the performance of their services. Each Head Election Commissioner, Election Commissioner, or Poll Clerk who works during early voting shall be paid the sum of \$16.00 per hour for the hours or portions thereof worked. Each Commissioner and Poll Clerk shall also receive an additional ~~\$35.00~~ 50.00 for attending a training session as mandated by West Virginia Code Section 3-1-46. The Ballot Commissioners shall be compensated for their services in connection with the election in the sum of ~~\$100.00~~ 150.00 each. The compensation of the election officers, cost of printing ballots, and all of the expenses incurred in holding and making the returns of the election shall be audited by Council and order paid out of the General Fund of the City.

This ordinance shall be effective upon adoption.

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

Ordinance No. 2024-_____

**AN ORDINANCE AUTHORIZING LEASE OF OFFICE SPACE
AT MORGANTOWN MUNICIPAL AIRPORT**

The City of Morgantown hereby ordains that the City Manager or designee is authorized to execute the enclosed "Office Lease Agreement" by and between The City of Morgantown and Charles Kati providing for the lease of office space at the Morgantown Municipal Airport, and to execute such other documents and take such other actions as may be necessary and appropriate to accomplish the purposes of such lease agreement.

This ordinance is effective upon adoption.

FIRST READING: _____

Mayor

SECOND READING: _____

City Clerk

ADOPTED: _____

FILED: _____

City of Morgantown

AND

Charles Kati

Office Lease Agreement

Table of Contents

- ARTICLE 1 PREMISES2
 - Section 1.01 Demised Premises2
 - Section 1.02 Acceptance of Demised Premises2
 - Section 1.03 Use of Demised Premises.....2
 - Section 1.04 Prohibited Uses3
- ARTICLE 2 GENERAL REQUIREMENTS3
 - Section 2.01 Conduct of Operations on Demised Premises3
- ARTICLE 3 TERM AND COMPENSATION4
 - Section 3.01 Initial Term.....4
 - Section 3.02 Options to Renew.....4
 - Section 3.03 Termination4
 - Section 3.04 Rent.....4
 - Section 3.05 Future Adjustments of Rents and Fees4
 - Section 3.06 Late Charges.....5
 - Section 3.07 Surrender of Possession.....5
 - Section 3.08 Holding Over5
 - Section 3.09 Chronic Late Payment.....5
 - Section 3.10 Dishonored Checks.....5
 - Section 3.11 Application of Payment5
- ARTICLE 4 TENANT'S FUTURE CONSTRUCTION REQUIREMENTS5
 - Section 4.01 Requirements for Improvements on Demised Premises5
 - Section 4.02 Future Construction Dates6
 - Section 4.03 Approvals of Future Construction Plans6
 - Section 4.04 Future Extension of Utilities or Special Facilities6
 - Section 4.05 Alterations or Repairs to Premises6
 - Section 4.06 Lien Indemnification6
 - Section 4.07 Cost of Construction and Alterations6
 - Section 4.08 As-built Drawings7
 - Section 4.09 Security Interest on Leasehold Improvements for Construction7
 - Section 4.10 Ownership of Improvements7
 - Section 4.11 Performance Bonds7
- ARTICLE 5 OBLIGATION OF TENANT7
 - Section 5.01 Net Lease7
 - Section 5.02 Maintenance and Operation.....7
 - Section 5.03 Utilities8
 - Section 5.04 Signs8
 - Section 5.05 Nondiscrimination.....8
 - Section 5.06 Observance of Statutes and Regulations8
 - Section 5.07 Airport Security.....8
- ARTICLE 6 OBLIGATIONS OF THE CITY8
 - Section 6.01 Operation as a Public Airport8
 - Section 6.02 Ingress and Egress8
- ARTICLE 7 CITY'S RESERVATIONS9
 - Section 7.01 Improvement, Relocation or Removal of Structure9
 - Section 7.02 Inspection of Demised Premises.....9
- ARTICLE 8 INDEMNITY AND INSURANCE9
 - Section 8.01 Indemnification9
 - Section 8.02 Insurance.....9

Section 8.03 Environmental Impairment10
Section 8.04 Fire and Extended Coverage Insurance10
Section 8.05 Application of Insurance Proceeds10
Section 8.06 Performance Bonds10
Section 8.07 Destruction of Premises (Uninsured Cause).....10
ARTICLE 9 CANCELLATION BY THE CITY 10
 Section 9.01 Events of Default by Tenants10
 Section 9.02 Remedies for Tenants' Default.....11
ARTICLE 10 CANCELLATION BY TENANT FOR EVENTS OF DEFAULT BY CITY12
 Section 10.01 Event of Default by City.....12
 Section 10.02 Remedies for City's Defaults13
ARTICLE 11 RIGHTS UNDER TERMINATION.....13
 Section 11.01 Fixed Improvements.....13
 Section 11.02 Personal Property13
ARTICLE 12 ASSIGNMENT AND SUBLETTING13
ARTICLE 13 QUIET ENJOYMENT13
ARTICLE 14 GENERAL PROVISIONS14
 Section 14.01 Non-Interference with Operations of Airport14
 Section 14.02 Attorney's Fees14
 Section 14.03 Taxes and Special Assessments14
 Section 14.04 Right to Contest14
 Section 14.05 License Fees and Permits.....14
 Section 14.06 Non Exclusive Rights14
 Section 14.07 Paragraph Headings14
 Section 14.08 Interpretations14
 Section 14.09 Non-Waiver14
 Section 14.10 Severability.....15
 Section 14.11 Binding Effect15
 Section 14.12 No Partnership15
 Section 14.13 Duty to be Reasonable.....15
 Section 14.14 Notices15
 Section 14.15 Entire Agreement15
 Section 14.16 No Construction Against Drafting Party16
 Section 14.17 Third Party Beneficiaries16
 Section 14.18 Authorization and Execution16

**City of Morgantown
and
Charles Kati**

Office Lease Summary

TYPE OF AGREEMENT	Office Space
TENANT	Charles Kati
REPRESENTATIVE(S)	Charles Kati/Deborah Schrock
NOTICE ADDRESS	36 Ivanhoe Road Buckhannon, WV 26201 chuckkati@yahoo.com
COMMENCEMENT DATE	January 1, 2025
TERM	Three (3) years
RENEWAL OPTIONS	Two (2) – One (1) year options
TERMINATION DATE	December 31, 2028
LEASEHOLD/ASSIGNED PREMISES	Suite 235, South end of Terminal
INITIAL RENTAL RATE	\$2,925 annually or \$243.75 monthly for 195ft ² @ \$15/ft ²
RENTAL ADJUSTMENT	CPI-U
OTHER FEES, RATES AND CHARGES	None
AUTHORIZED USE(S)	Office Space

Note: This summary is presented as a reference of the agreement information at the time of execution. If there is a discrepancy between the information contained in this summary and the requirements contained in the remainder of the Lease, the requirements as stated in the remainder of the Lease will prevail.

**City of Morgantown
Morgantown Municipal Airport**

AND

Charles Kati

Office Space Lease Agreement

THIS LEASE AGREEMENT for office space (hereinafter referred to as the "Lease", is entered into this 1st day of January , A.D., 2025 , by and between the **CITY OF MORGANTOWN**, c/o Morgantown Municipal Airport, Morgantown, West Virginia (hereinafter referred to as the "**City**"), and **Charles Kati** (hereinafter referred to as the "Tenant").

WITNESSETH:

In consideration of the lease of certain real property and the covenants and agreements contained herein, the parties agree as follows:

**ARTICLE 1
PREMISES**

The City hereby leases to Tenant, for its exclusive use as specifically authorized herein, and for no other use except as agreed to, and authorized herein, that space in the building commonly known as the Morgantown Municipal Airport Terminal Building [hereinafter the "**Terminal**"], described below and as shown on **Exhibit A** attached hereto and incorporated herein by reference [hereinafter the "**demised premises**"].

Section 1.01 Demised Premises

1. Office Space: Office Space of Approximately 195 square feet of space.

Section 1.02 Acceptance of Demised Premises

Tenant accepts the office space "AS IS" in its present condition. Tenant has had the right to inspect the space for suitability for the purposes it intends. Tenant acknowledges that neither the City nor its agents have made any representation or warranty as to the condition and/or suitability of the premises.

Section 1.03 Use of Demised Premises

1. The Tenant's use of the demised premises, is limited to the general operation of a professional insurance firm. Any future expansion, or change in use, of the demised premises will require the prior written approval of the City.
2. The Tenant, in addition to the use of the demised premises, shall be entitled to the general use, in common with others, of all non-aviation airport facilities made available for use to the general public except as otherwise hereinafter provided.
3. For the purpose of this Agreement, "airport facilities" available to the Tenant and its employees shall include automobile parking areas, roadways, sidewalks, or other areas of the Airport, that have been constructed at City expense for the benefit of Airport tenants and the general public.
4. The use of the above-mentioned airport facilities by Tenant shall be subject to their full compliance with such rules and regulations as now exist or may hereafter be enacted by the City. Approved uses of airport facilities are also subject to the payment of such fees and charges, as may be non-discriminatorily established from time to time by the City for the maintenance, operation or replacement of these facilities.

Section 1.04 Prohibited Uses

The following activities are expressly prohibited.

1. The Tenant may not use any part of the demised premises for any activity or purpose, other than as expressly set forth and authorized in Section 1.03, unless such use is approved, in writing, by the City.
2. The Tenant, and its employees, is prohibited access to, or use of, areas and facilities in the Air Operations Areas of the Airport.
3. Tenant is prohibited from using or permitting the demised premises to be used for the sale to its employees, or to the public, of any goods or services not directly related to those activities authorized in this Agreement.

**ARTICLE 2
GENERAL REQUIREMENTS**

Section 2.01 Conduct of Operations on Demised Premises

In its exercise and carrying out of the rights, privileges, duties, and obligations granted herein, and in its use of the demised premises, Tenant hereby obligates itself, and agrees to obligate all of its sub-lessees and/or occupants, to the following requirements and regulations:

1. Tenant shall not consent to any unlawful use of the demised premises, nor permit any such unlawful use thereof.
2. Tenant agrees that all local, federal, and state ordinances and laws will be observed in its use and occupancy of the demised premises, including the rules and regulations of the federal and state aeronautical authorities and the local governing authorities.
3. Tenant shall comply with all City rules, regulations, and ordinances as they now exist or may hereafter be amended or adopted.
4. The operations of Tenant, its sub-lessees, employees, invitees, and those doing business with it, shall conduct all activities in an orderly and proper manner so as not to annoy, disturb or to be offensive to others at the Morgantown Municipal Airport. The City shall have the right to complain to Tenant as to the demeanor, conduct and appearance of Tenant's employees, sub-lessees, invitees and those doing business with it, and as to its and/or their failure to utilize said facilities at times, and in the manner, and according to the standards, mandated by the City, whereupon Tenant will take all steps reasonably necessary to remove the cause of the complaint and bring the operations and services into compliance with such standards.
5. The Tenant shall comply with all rules and regulations of the State Fire Marshall in the conduct of its operations on the demised premises.
6. Tenant shall not cause or permit the use, generation, storage, or disposal in or about the demised premises or elsewhere at the Airport of any Hazardous Materials except in strict compliance with State and Federal environmental laws and regulations.
7. Tenant agrees to return the demised premises to the City at the expiration of this Agreement in the same condition as when taken, reasonable wear and tear excepted unless other arrangements are made with the City.

The City reserves the right to further develop its building structures and to lease the same for any lawful purpose whatsoever or to provide any services it deems necessary or desirable in its sole and absolute discretion, for the public, regardless of the desires or views of Tenant, and without interference or hindrance.

ARTICLE 3 TERM AND COMPENSATION

Section 3.01 Initial Term

The initial term of this Agreement shall be for a three-year period, commencing January 1, **2025, A.D.**, (Commencement Date) and terminating on December 31, **2028, A.D.**

Section 3.02 Options to Renew

At the end of the initial three year term of this Lease, the Tenant shall have the first option to renew this Agreement for the Premises, referred to in Article 1; **Provided**, that Tenant is not then in default.

1. Tenant shall have the option to renew this Agreement for two (2) additional one (1) year periods.
2. Prior to the conclusion of the initial and all renewal terms, The Tenant and City may initiate discussions regarding a new lease. The Tenant may declare its intention to begin negotiations on a new lease Agreement, in writing, on or before, the 180th day prior to the expiration of this Agreement. Such 180-day period shall expire at midnight of the last day of the Agreement.
3. During said 180-day period, all of the terms and conditions including the amount of rent and other fees to be paid under a new Agreement shall be negotiated in good faith by both parties and reduced to writing and executed. If a written lease Agreement is not executed by the Tenant prior to the end of this negotiation period, this Agreement shall terminate in accordance with Article 11.

Section 3.03 Termination

This agreement shall be considered terminated by the Tenant on the terminating of the agreement unless the Tenant provides the City written notice of Tenant's intent to renew the lease one hundred eighty (180) days prior to the expiration of the then current term.

Section 3.04 Rent

1. **Office Rent.** The Tenant shall pay an annual office rent of **\$2,925.00**, which is equal to **\$15.00** per square foot for **195** square feet of office space. Said agreed rent shall be paid in advance monthly in twelve (12) equal installments of **\$243.75.00** due in advance the first day of each month.
2. **Payments:** All payments are to be made at the administrative office of the Morgantown Municipal Airport, 100 Hart Field Road, Morgantown, West Virginia 26505.
3. **Security Deposit:** N/A
4. **Lease Guarantee:** In the absence of a good business credit history of at least five (5) years prior to the commencement of this Agreement, Operator agrees to arrange for a Lease Guaranty (personal or established business) that shall remain in full force and effect until all monthly installments of rent and charges due during the first 60 months of the Term of the Agreement have been paid, without regard to the security deposit noted above, construction bonds or other collateral held by or for the City for the performance of the terms or conditions of the Agreement, or the receipt, disposition, application, or release of any security deposit, construction bonds or other collateral, now or hereafter held by or for the City.

Section 3.05 Future Adjustments of Rents and Fees

The City reserves the right to adjust, or modify existing Airport fees and charges, or to establish additional fees and charges as necessary to maintain the financial integrity of the Airport through cost recovery and to make the Airport as self-sustaining as possible. Except for CPI adjustment of the annual ground site rent as noted below, all fees, rents and charges are subject to adjustment as a part of the City's annual budget approval process. Airport Tenants and the general public are provided the opportunity to comment on proposed fees, rents and charges changes during the budget approval process.

Commencing on the first anniversary date of this agreement, and for each one (1) year period thereafter, the annual rental payment may be adjusted by dividing the initial rental rate by the U.S. City Average of the Consumer Price Index for All Urban Consumers (CPI-U) published immediately preceding the Effective Date of this Lease and multiplying the quotient thereof by the last Index (CPI-U) published immediately preceding each such one (1) year lease period $\left(\frac{\text{initial rental rate}}{\text{initial CPI-U}}\right) \times (\text{current CPI} - U) = \text{new rental rate}$. At no time, however, shall said rental be less than the rental paid during the previous year period of this Agreement.

For purposes of this Agreement, the Consumers Price Index means the Index for "All Goods and Services" for Urban areas for the U.S. City Average as determined by the United States Department of Labor, Bureau of Statistics.

Should the United States Government revise its price index at any time, the parties hereto will follow such suggestions as the Government may issue for making an arithmetical changeover from one Index to another. Should the price index be wholly discontinued, then its successor or the most nearly comparable successor index thereof, adjusted back to the anniversary date, shall be used.

Section 3.06 Late Charges

The Tenant shall pay to the City a late charge equal to 1.5% per month on all rent and fee charges which are 30 days past due. Said late charge shall commence on the past due amount from the date said payment was due and shall be computed to the date the past due amount is paid. This shall be in addition to, and in no way alters, any other rights reserved to the City, or existing in the City by virtue of the laws of the State of West Virginia, or by the terms of the Agreement.

Section 3.07 Surrender of Possession

At the expiration of the term of this Agreement, including any renewal term(s), whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the demised premises to the City.

Section 3.08 Holding Over

If Tenant shall, with the written consent of the City, hold over after the expiration of the term of this Agreement, including any renewal term(s), tenancy shall be on a month-to-month basis, which may be terminated as provided for by the laws of the State of West Virginia.

Section 3.09 Chronic Late Payment

City may also terminate this Agreement for the reason that Tenant is chronically late with rental payments. Chronic late payments are defined as making a rental payment more than five (5) days after the due date on three (3) or more occasions during any consecutive 12-month period during the term of this Agreement.

Section 3.10 Returned/Dishonored Checks

If Tenant makes a payment due under this Agreement with a check that has been returned/dishonored by the bank, pursuant to West Virginia law, Tenant shall pay a \$25.00 service fee in addition to the amount of the returned/dishonored check, payable within ten (10) days of receipt of City's written demand for such payment. If not paid in full within ten (10) days, it will be sent to Magistrate Court for collection. This amount is in addition to the late fee incurred.

Section 3.11 Application of Payment

Money paid by Tenant to City for late fees and/or litigation settlements shall be applied first to interest, second to Court Costs legally chargeable to Tenant, third to attorney fees chargeable to Tenant, fourth to outstanding repair bills that are the responsibility of the Tenant, and fifth toward rent.

ARTICLE 4 TENANT'S FUTURE CONSTRUCTION REQUIREMENTS

Section 4.01 Requirements for Improvements on Demised Premises

The Tenant shall, at its sole expense, construct on the demised premises, as provided in Sections of this Article 4, additions, and improvements as necessary in furtherance of the purposes set forth in Article 2, and the Tenant shall install herein and thereon such equipment and facilities as the Tenant or the City may deem necessary or desirable. Provided, however, that no improvement of any nature shall be made or installed by the Tenant without the prior written consent of the City as herein provided. The Tenant may

also be required to provide the City with proof that funds necessary to complete construction of the improvements have been irrevocably dedicated to such construction. All improvements constructed under this Agreement shall be in accordance with the Airport's Tenant Improvement Manual as well as all other applicable laws, rules, regulations and ordinance.

Section 4.02 Future Construction Dates

1. **Additional Construction:** The construction of any additional improvement, occurring during the remaining term of this agreement, shall be substantially completed within 12 months of the date of the City's written approval of the Plans therefore in accordance with the construction schedule approved by the City. In the event of a failure to complete the additional construction within the 12 month period, the City shall have the right to terminate this Agreement pursuant to Article 9 hereof, and make appropriate claims against required performance bonds to complete construction, unless it is determined at sole discretion of the City that there were delays beyond the control of the Tenant.
2. **Construction Period Extensions:** The Tenant may request an extension of the construction period for causes or conditions of delay that are beyond the control of the Tenant (hereinafter referred to as "Force Majeure"). Such conditions of delay may be, by way of example, but not limited to, strikes, acts of God, inability to obtain labor or materials, governmental restrictions, enemy action, civil commotion, fire or other casualty, or failure of the City to carry out its obligations. Accordingly, at the sole discretion of the City, the period for completion of construction shall be extended by the number of days of delay resulting from the Force Majeure.

Section 4.03 Approvals of Future Construction Plans

The Tenant covenants and agrees that prior to the preparation of detailed construction plans, specifications and architectural renderings of any such addition or improvement, it shall first submit plans showing the general site plan, design and character of improvements and their locations, to the City for approval. The City agrees to review such plans within 30 days of receipt from the Tenant. The Tenant covenants and agrees that prior to the installation or construction of any present and future addition or improvement on the demised premises, it shall first submit to the City for approval, final detailed construction plans and specifications and architectural renderings prepared by registered architects and engineers, and that all construction will be in accordance with such plans and specifications and the Tenant Improvement Manual and all other applicable rules, regulations, laws and ordinances.

Section 4.04 Future Extension of Utilities or Special Facilities

The Tenant shall contract, and extend, at its sole expense, all necessary utility, electrical, communication lines needed to service any improvements constructed in the future by the Tenant on the demised premises. All utility extensions and other construction shall be in accordance with all applicable Codes, ordinances and the Tenant Improvement Manual.

Section 4.05 Alterations or Repairs to Premises

The Tenant shall not construct, install, remove and/or modify internal, external or structural portions of the buildings constructed upon the demised premises without the prior written approval of the City. The Tenant shall submit for approval by the City, its plans and specifications for any proposed project as well as complying with all applicable code requirements and such other conditions considered by the City to be necessary.

Section 4.06 Lien Indemnification

Tenant shall keep the premises free from liens arising out of any work performed and/or materials ordered, or from any obligations incurred by Tenant. In the event any person or corporation shall, as a result of construction work being performed by or for the Tenant, attempt to assess a lien against the demised premises, the Tenant shall hold the City harmless from such claim, including the cost of defense.

Section 4.07 Cost of Construction and Alterations

Within thirty (30) days of completion of the construction or alterations, the Tenant shall present to the City for examination and approval a sworn statement of the construction and/or alteration costs. Construction and/or alteration costs for the purpose of this Section are hereby defined as all money paid by the Tenant for actual site preparation, construction or alteration, including architectural and engineering costs plus pertinent fees in connection therewith. In the event that the Tenant makes further improvements or alterations on the demised premises, the use thereof shall be enjoyed by the Tenant during the term hereof without the additional rental therefore.

Section 4.08 As-built Drawings

Within ninety (90) days following completion of any future construction by the Tenant and any subsequent additions, alterations or improvements, the Tenant shall present to the City a complete set of "as-built" drawings including, but not limited to, architectural renderings, specifications, plumbing, and electrical plans.

Section 4.09 Security Interest on Leasehold Improvements for Construction

Tenant shall have no right to place a security interest, or "mortgage", upon demised premises, for improvements financed by the Tenant.

Section 4.10 Ownership of Improvements

The building and associated site improvements constructed and paid for by the City, as well as any approved improvements to demised premises, constructed during the term of this agreement, whether paid for by the Tenant or the City, excluding Tenant's personal property, shall remain the property of the City.

Section 4.11 Performance Bonds

Tenant shall cause a surety bond to be issued in the amount of 100% of the building(s) and site development construction costs, prior to the beginning of any construction financed by Tenant, or another form of security acceptable to the City that assures that the funds to cover the cost of the project are irrevocably set aside and available to the City to complete the improvement to City owned property should the Tenant fail to do so.

ARTICLE 5 OBLIGATION OF TENANT

Section 5.01 Net Lease

The use and occupancy of the demised premises by the Tenant will be without cost or expense to the City. It shall be the sole responsibility of the Tenant to maintain, repair and operate the entirety of the demised premises, and any approved improvements and facilities constructed thereon, at the Tenant's sole cost and expense.

Section 5.02 Maintenance and Operation

The Tenant shall maintain the demised premises at all times in a safe, neat and clean condition free of weeds, rubbish, or any unsightly accumulations of any nature whatsoever. The Tenant shall repair all damage to the demised premises caused by its employees, patrons, or its operation thereon.

1. The City remains responsible for the structural integrity of the building structure.
2. Upon occupancy, the Tenant shall be responsible for and perform all maintenance, including but not limited to:
 - a. Janitorial services, providing janitorial supplies, window washing, rubbish, and trash removal.
 - b. Supply and replacement of light bulbs and replacement of all glass in building, including plate glass.
 - c. Replacement of floor coverings.
 - d. Building interior maintenance, including painting, repairing and replacement.
 - e. Repair or replacement of equipment and utilities to include electrical, mechanical and plumbing. All repairs to electrical and mechanical equipment are to be made by licensed personnel. Other repairs are to be made by craftsmen skilled in work done and performing such work regularly as trade.
 - f. The Tenant shall advise the City and obtain City's consent in writing before making changes involving structural changes to the premises, modifications or additions to plumbing, electrical or other utilities
 - g. The Tenant is responsible for maintaining electric loads within the designed capacity of the system. Prior to any change desired by the Tenant in the electrical loading which would exceed such capacity, written consent shall be obtained from the City.
 - h. The Tenant shall provide and maintain hand fire extinguishers for the demised premises in accordance with applicable fire and safety codes.

3. The City's Airport Director, at his discretion, shall be the sole judge of the quality of maintenance; and the Tenant, upon written notice by the City to the Tenant, shall be required to perform whatever maintenance the City deems necessary. If said maintenance is not undertaken by the Tenant within fifteen (15) days after receipt of written notice, the City shall have the right to enter upon the demised premises and improvements constructed thereon, and perform the necessary maintenance, the cost of which shall be borne by the Tenant as additional rent which shall be paid by the Tenant to the City in full within ten (10) days after the same has been billed.

Section 5.03 Utilities

The Tenant shall assume and pay for all costs or charges for utility services, including electrical, gas, telephone, and other such utilities furnished to the Tenant during the term hereof.

Section 5.04 Signs

The Tenant shall not erect, maintain, or display upon the outside of any improvements on the demised premises any billboards or advertising signs without prior written approval by the City.

Section 5.05 Nondiscrimination

The Tenant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (A) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the demised premises; (B) that in the construction of any improvements on, over, or under such land and the furnishing of services thereof no persons the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (C) that the Tenant shall use the demised premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and Transportation, and said Regulations may be amended, to the extent that said requirements are applicable, as a matter of law, to the Tenant.

With respect to the demised premises, the Tenant agrees to furnish services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; PROVIDED, that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Section 5.06 Observance of Statutes and Regulations

The granting of this Agreement and its acceptance by the Tenant is conditioned upon the right to use the Airport facilities in common with others authorized to do so, provided however, that the Tenant shall observe and comply with any and all requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations and standards applicable to the Tenant for its use of the demised premises, including but not limited to, rules and regulations or standards promulgated from time to time by the City for the administration of the Airport.

Section 5.07 Airport Security

The Tenant recognizes the City's required compliance with Federal Aviation Regulations concerning airport security and agrees to comply with the Airport's Security Plan as it relates to its use of the demised premises and the Airport's public facilities.

ARTICLE 6 OBLIGATIONS OF THE CITY

Section 6.01 Operation as a Public Airport

The City covenants and agrees that at all times it will operate and maintain the Airport facilities, as a public airport consistent with, and pursuant to, the "Sponsor's Assurances" given by the City to the United States Government under Federal Airport Act.

Section 6.02 Ingress and Egress

Upon paying the rental prescribed herein, and performing the covenants of this Agreement, the Tenant shall have the right of ingress to, and egress from, the demised premises for the Tenant, its officers,

employees, agents, servants, customers, vendors, suppliers, patrons, and invitee over the roadway serving the area of the demised premises. Airport roadways shall be used jointly with other tenants of the Airport, and the Tenant shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City deems necessary.

ARTICLE 7 CITY'S RESERVATIONS

Section 7.01 Improvement, Relocation, or Removal of Structure

In the event the City requires the demised premises for expansion, improvements, development of the airport, the City reserves the right, on a twelve (12) month notice, at no cost to the Tenant, to relocate or replace the Tenant's improvements, in substantially similar form at another generally comparable location on the Airport. All other Agreement terms shall remain in full force and effect. In the event of such relocation or replacement, the City agrees to suspend rental during any period such improvements are unusable.

Section 7.02 Inspection of Demised Premises

The City, through its duly authorized agent, shall have at any reasonable time with prior notice, the full and unrestricted right to enter the demised premises for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this Agreement.

ARTICLE 8 INDEMNITY AND INSURANCE

Section 8.01 Indemnification

1. The Tenant agrees to indemnify, save, hold harmless and defend the City, its agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all reasonable expenses incidental to the investigation and defense thereof, in any way arising out of or resulting from any acts, omissions or negligence of the Tenant, its agents, employees, licensees, successors and assigns, or those under its control; in, on or about demised premises or upon demised premises; or in connection with its use and occupancy of demised premises or use of Airport; PROVIDED, HOWEVER, that the Tenant shall not be liable for any injury, damage, or loss to the extent occasioned by the negligence or willful misconduct of the City, its agents or employees. When knowledge of any action becomes known by the Tenant or the City, they shall give prompt written notice to the other party.
2. The Tenant shall indemnify, save, hold harmless, and defend the City, its agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all expenses or fines incidental to the investigation and defense thereof, in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, ordinances or regulations by the Tenant's agents, employees, licensees, successors and assigns, or those under its control. The Tenant shall not be liable for any claims, actions and expenses or fines, incidental to the investigation and defense thereof, in any way arising from or based upon violation of any federal, state, or municipal laws, statutes, ordinances, or regulations by the City, its agents, employees, licensees, successors and assigns, or those under its control.

Section 8.02 Insurance

1. Without limiting the Tenant's obligation to indemnify the City, the Tenant shall provide, pay for, and maintain in force at all times during the term of this Agreement a policy of comprehensive general liability insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than \$1,000,000.00 per occurrence; a policy of comprehensive automobile liability insurance in a combined single limit of not less than \$1,000,000.00; and statutory Workman's Compensation insurance.

The Tenant shall furnish the City, as evidence that such insurance is in force, a certified copy of the insurance Certificate including the City as an additional insured within thirty (30) days after the policy(s) is issued. Said policies shall be in a form and content satisfactory to the City and shall provide for thirty (30) days written notice to the City prior to the cancellation of or any material change in such policies.

2. Neither the City nor its agents shall be responsible for the theft of or damage to any personal property of Tenant or its guests or invitees, for damage, loss, or destruction of personal property of Tenant or of Tenant's guests or invitees because of fire, water, acts, or omissions of third parties or any cause whatsoever unless caused by the negligent acts of City of its agents.

Tenant shall procure and maintain, at its own expense, insurance covering Tenant's personal property and to the fullest extent possible without violating any such insurance coverage, Tenant waives all claims and subrogation rights against City arising out of any loss of or damage to any personal property owned by or in the possession or control of Tenant.

Each party also releases the other party from any other liability for loss, damage or injury caused by fire or other casualty for which insurance is carried by the insured party to the extent of any recovery by the insured policy under such insurance policy, other than as set forth in Section 8.04 and 8.05 below.

Section 8.03 Environmental Impairment

The Tenant will comply with any environmental regulations affecting its operations throughout the term of this Agreement.

Section 8.04 Fire and Extended Coverage Insurance

The Tenant shall, at its expense, procure and keep in force at all times during the term of this Agreement with a company suitable to the City, insurance on the demised property, including all improvements, against loss and damage by fire, and extended coverage perils. The Tenant shall furnish evidence of insurance. Insurance shall name the City as an additional insured.

Section 8.05 Application of Insurance Proceeds

If the demised premises shall be partially or totally destroyed or damaged, the Tenant and the City, within thirty (30) days of the damage shall decide whether or not to proceed with restoration. If the City and the Tenant elect not to restore the same to their previous condition, the proceeds of insurance payable by reason of such loss the City shall be entitled to receive and apply the entire proceeds of any insurance covering such loss to the cleanup of the leased site, except those proceeds identified to cover the loss of Tenants personal property contained within demised premises. The Agreement shall then be canceled. If the damage results from an insurable cause and if the City elects to have the Tenant restore demised premises with reasonable promptness, the Tenant shall be entitled to receive and apply the entire proceeds of any insurance covering such loss to said restoration, including applicable site clean-up, in which event this Agreement shall be appropriately amended as necessary and continue in full force and effect.

Section 8.06 Performance Bonds

The Tenant shall cause a surety bond to be issued in the amount of 100% of the demised premises restoration costs, prior to the beginning of any construction financed by the Tenant or for the restoration of demised premises that is over and above insurance proceeds, in accordance with Section 8.05 above, or another form of security acceptable to the City that assures that the funds to cover the cost of the project are irrevocably set aside and available to the City to complete the improvement to City owned property should the Tenant fail to do so.

Section 8.07 Destruction of Premises (Uninsured Cause)

In the event of damage to or destruction of the demised property by an uninsured cause, Tenant and the City shall decide, within thirty (30) days of the event, whether it will repair, restore, or rebuild the demised premises. Within sixty (60) days of the event, Tenant shall initiate restoration or raising activities and complete those activities within one hundred twenty (120) days of the event unless otherwise agreed by the City. In the event Tenant fails to take action as noted above, City shall have the right to restore the premises to its original condition. Tenant shall be liable for reimbursing the City for all costs incurred.

ARTICLE 9 CANCELLATION BY THE CITY

Section 9.01 Events of Default by Tenants

Each of the following events shall constitute an "Event of Default by Tenant":

1. Tenant fails to pay rentals, fees, and charges when due, and such default continues for a period of ten (10) days after receipt of written notice from the City that such non-payment constitutes an event of default.

2. Tenant fails after receipt of written notice from the City to keep, perform or observe any term, covenant or condition of this Agreement, other than as set forth in paragraph 1 (above) and such failure continues for thirty (30) days after such receipt, or if by its nature such event of default by Tenants cannot be cured within such thirty (30) day period, Tenant fails to commence to cure or remove such event of default by the Tenant within said thirty (30) days and to cure or remove same as promptly as reasonably practicable.
3. Tenant abandons the premises. Tenant's intent not to re-occupy the premises may be presumed upon expiration of ten (10) days after receipt of written notice from the City that it believes in good faith that Tenant has abandoned the premises.
4. Tenant shall become insolvent, shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under and other law or statute of the United States or of any state thereof, or shall consent to the appointment of a receiver, trustee, or liquidation of all or substantially all of its property.
5. An Order for Relief shall be entered at the request of Tenant or any of its creditors under the federal bankruptcy or reorganization laws or under any law or statute of the United States or any state thereof.
6. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Tenant and shall not be dismissed within thirty (30) days after the filing thereof. Tenant shall pay to the City all reasonable costs and fees, including attorney and accounting fees and expenses, incurred by the City in the exercise of any remedy in the event of any default by the Tenant.
7. By or pursuant to, or under, any legislative act, resolution or rule, or any order of decree of any court or governmental board or agency, an officer, receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Tenant and such possession or control shall continue in effect for a period of fifteen (15) days.
8. Tenant shall become a corporation in dissolution, or voluntarily or involuntarily forfeit their corporate charter, other than through merger with a successor corporation.
9. The rights of the Tenant hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Paragraphs 3 through 7 above.

Section 9.02 Remedies for Tenants' Default

1. Upon the occurrence of an "Event of Default by the Tenant", Tenant shall remain liable to the City for all arrearages of rentals, fees or charges payable hereunder and for all preceding breach (es) of any covenant herein contained. The City, in addition to the right of termination, and to any other rights or remedies it may have at law or in equity, shall have the right of re-entry and may remove all Tenant's persons and property from the demised premises. Upon any such removal, Tenant's property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. Should the City elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may, at any time subsequent to an "Event of Default by the Tenant", either terminate this Agreement or re-let the demised premises and any improvements thereon, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Agreement) at such rentals, fees and charges, and upon such other terms and conditions, as the City, in its sole discretion, may deem advisable, with the right to make alterations repairs or improvements on said demised premises. No re-entry or re-letting of the demised premises by the City shall be construed as an election on the City's part to terminate this Agreement, unless a written notice of such intention is given to the Tenant. In re-letting the demised premises, the City shall make a good faith effort to obtain terms

and conditions no less favorable to itself than those contained herein and otherwise seek to mitigate any damage it may suffer as a result of the "Event of Default by the Tenant".

2. Unless the City elects to terminate this Agreement, the Tenant shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until termination of this Agreement at the expiration date set forth herein.
3. In the event that the City re-lets the demised premises, rentals, fees and charges received by the City from such re-letting shall be applied: first, to the payment of any indebtedness other than rentals, fees and charges due hereunder from the Tenant to the City; second, to the payment of any cost of such re-letting; third, to the payment of rentals, fees and charges due and unpaid hereunder; and, the residue, if any, shall be held by the City and applied in payment of future rentals, fees and charges as the same may become due and payable hereunder. Should that portion of such rentals, fees and charges received from such re-letting applied to the payment of rentals, fees and charges due hereunder be less than the rentals, fees and charges payable during the applicable period, Tenant shall pay such deficiency to the City. The Tenant shall also pay to the City, as soon as ascertained, any costs and expenses incurred by such re-letting not covered by the rentals, fees and charges received from such re-letting.
4. Notwithstanding anything to the contrary in this Agreement, if a dispute arises between the City and Tenant with respect to any obligation or alleged obligation of the Tenant to make payment(s) to the City, the payment(s) under protest by the Tenant of the amount claimed by the Tenant to be due shall not waive any of the Tenants' rights, and if any court or other body having jurisdiction determines all, or any part, of the protested payment was not due, then the City shall as promptly as reasonably practicable reimburse the Tenant any amount determined as not due plus interest on such amount at the highest rate allowable under West Virginia law.
5. Tenant shall pay to the City all reasonable costs, fees (including attorneys and accountants) and expenses incurred by the City in the exercise of any remedy upon an event of default by the Tenant.

**ARTICLE 10
CANCELLATION BY TENANT FOR
EVENTS OF DEFAULT BY CITY**

Section 10.01 Event of Default by City

Each of the following events shall constitute an "Event of Default by City":

1. The City fails, after receipt of written notice from Tenant, to keep, perform or observe any term, covenant or condition herein contained to be kept, performed or observed by the City and such failure continues for thirty (30) days; or, if, by its nature, such "Event of Default by City" cannot be cured within such thirty (30) day period, the City fails to commence to cure or remove such "Event of Default by City" within said thirty (30) days and to cure or remove the same as promptly as reasonably practicable.
2. The City closes the Airport to flights in general or to the flights of the Tenant, for reasons other than weather, acts of God or other reasons beyond its control, and fails to reopen the Airport to such flights within sixty (60) days of such closure, and such closure negatively affects the Tenant's use of demised premises.
3. The Airport is permanently closed by act of any federal, state or local government agency having competent jurisdiction.
4. The City is unable to use the Airport for a period of at least sixty (60) days due to any law or any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of the airport, or any court of competent jurisdiction issues an injunction in any way preventing or restraining the use of the Airport, or any part thereof, for airport purposes, and such injunction remains in force for a period of at least sixty (60) days and such situation negatively affects the Tenant's use of demised premises.
5. The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control or use of the Airport and its facilities in such a manner

as to substantially restrict Tenant from conducting its operations, and such restrictions shall continue for a period of at least sixty (60) days.

Section 10.02 Remedies for City's Defaults

Upon the occurrence of an "Event of Default by City", the Tenant shall have the right to suspend or terminate this Agreement and all rentals, fees and charges payable by Tenant under this Agreement shall abate during a period of suspension or shall terminate, as the case may be. In the event that Tenant's operations at Airport should be substantially restricted by action of any governmental agency having jurisdiction thereof, then Tenant shall, in addition to the rights of termination herein granted, have the right to a suspension of this Agreement, or part thereof, and abatement of an equitable proportion of the payments due hereunder, from the time of giving written notice of such election until such restrictions shall have been remedied and normal operations restored. In addition to its remedy of termination, the Tenant shall be entitled to all other remedies available to it by law or equity.

**ARTICLE 11
RIGHTS UNDER TERMINATION**

Section 11.01 Fixed Improvements

It is the intent of this Agreement that the leasehold improvements, alterations and items affixed thereto shall be and remain the property of the City during the entire term of this Agreement. Upon termination of this Agreement, the Tenant shall have no further rights under this Agreement nor shall it have any interest in the demised premises, buildings or improvements, constructed thereon.

Section 11.02 Personal Property

Upon termination of this Agreement, the Tenant shall remove all personal property, and items not affixed, from the demised premises within sixty (60) days after said termination and restore the demised premises to its original condition. If the Tenant fails to remove said personal property, said property shall revert to City ownership and may thereafter be removed by the City at Tenant's expense.

**ARTICLE 12
ASSIGNMENT AND SUBLETTING**

The Tenant shall not assign this Agreement or sublease, or any part hereof, in any manner whatsoever, or assign any of the privileges recited herein without the prior written consent of the City. Provided however:

1. Tenant may assign privileges of this agreement, and/or sublease space, in the Demised Premises directly to a parent, subsidiary or affiliate of Tenant, in the furtherance of its approved use of City / Airport facilities as detailed in 2.01, without City approval. However, Tenant remains obligated to notify City in writing of such assignment or sublease. Under such assignment or sublease, the Tenant remains fully responsible for the payment of all rents, fees and charges in accordance with the Agreement.
2. Any assignment of the privileges in this agreement, or sublease of Demised Premises, wherein the assignee/sub-lessee is responsible for the payment of rents, fees and charges directly to the City, must receive the prior approval of the City. In such assignment or sublease, Tenant shall remain liable to the City for the remainder of the term of this Agreement to pay to the City any portion of the rental and fees provided for herein upon failure of the assignee or sub-lessee to pay the same when due.
3. Said assignee or sub-lessee in either case above, shall not further assign or sublease said Agreement or leased space except with the prior written approval of the City and the Tenant herein, and any assignment or sublease agreement initiated by the Tenant to any third party shall contain a clause to this effect.

**ARTICLE 13
QUIET ENJOYMENT**

The City covenants that the Tenant, upon payment of the rentals reserved herein and the performance of each and every one of the covenants, agreements and conditions on the part of the Tenant to be observed and performed, shall and may, peaceably and quietly, have, hold and enjoy the demised premises for the term of this Agreement, free from molestation, or disturbance.

ARTICLE 14 GENERAL PROVISIONS

Section 14.01 Non-Interference with Operations of Airport

The Tenant, by accepting this Agreement, expressly agrees for itself, its successors and assigns, that it will not make use of the demised premises in any manner which might interfere with the operations of the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Tenant.

Section 14.02 Attorney's Fees

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover interest and its reasonable attorney's fees.

Section 14.03 Taxes and Special Assessments

The Tenant shall pay any and all leasehold interest tax assessed on said demised premises and all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Tenant located on the demised premises, or other permitted portions of the Airport. The Tenant shall pay all real estate taxes attributed to the Tenant's leasehold interest and all other real estate taxes which may be levied and assessed which are attributed to the Tenant's leasehold interest in the demised premises. The Tenant shall pay all sales or use taxes and assessments, license fees or other charges of any kind or nature, without exception, levied or assessed, arising out of the activities conducted on, and/or the occupancy of, the demised premises.

Section 14.04 Right to Contest

The Tenant shall have the right to contest the validity or amount of any tax, assessment or charge, lien or claim of any kind in with respect to the demised premises. Tenant shall, if the City requires the same in writing and if the taxes or other assessments have not been paid under protest or otherwise escrowed or provided for, furnish reasonable security for the payment of all liability, costs and expenses at the end of the litigation, and Tenant, so long as the matter shall remain undetermined by final judgment, shall not be considered in default hereunder by the nonpayment thereof; provided however, that Tenant shall not, under these provisions, permit the premises or any buildings or improvements situated thereon, to be sold or forfeited, and failure by the Tenant to do what is necessary to prevent any such sale or forfeiture within ten (10) days from the publication or receipt of notice for sale or forfeiture, shall be deemed to be a default hereunder, and the City may, at its option, pay any such sum as may be required to avoid the sale or forfeiture and seek reimbursement for its cost from the Tenant or ownership of the buildings or improvements involved.

Section 14.05 License Fees and Permits

The Tenant shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

Section 14.06 Non Exclusive Rights

It is hereby specifically understood and agreed between the parties that nothing herein contained shall be construed as granting or authorizing the granting of exclusive rights to the Tenant or others, as defined in Section 308 of the Federal Aviation Act of 1958, as amended.

Section 14.07 Paragraph Headings

The Section paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any of the provision of this Agreement.

Section 14.08 Interpretations

This Agreement shall be interpreted in accordance with the laws of the State of West Virginia.

Section 14.09 Non-Waiver

No waiver by City of any agreement, condition or provision contained in this Agreement will be valid or binding unless expressed in writing and signed by the City. The waiver by City of any agreement, condition or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of

the same or any other agreement, condition or provision contained in this Agreement, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Agreement be construed to waive or to lessen the right of City to insist upon the performance by Tenant in strict accordance with the terms of this Agreement. The subsequent acceptance of rent by City will not be needed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Agreement, other than the failure of Tenant to pay the particular rent so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

Section 14.10 Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 14.11 Binding Effect

This Agreement, including all of its covenants, terms, provisions and conditions, shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

Section 14.12 No Partnership

Nothing contained in this Agreement shall be deemed to create the relationship of principal and agent or of a partnership or joint venture or any relationship between the City and Tenant other than the relationship of the City and Tenant.

Section 14.13 Duty to be Reasonable

Wherever in this Agreement the City is to give its consent, approval or otherwise exercise discretion in judgment, such consent, approval or judgment discretion shall not be unreasonably exercised or unreasonably withheld. When the City is called upon to give its consent or approval, or otherwise exercise its discretion and judgment as to financial matters which affect the City and the continuing operations of the Airport, the exercise of its judgment as to any such matters shall be solely and completely within the discretion of the City.

Section 14.14 Notices

Whenever any notice or payment is required by this Agreement to be made, given or transmitted to the parties hereto, such notices or payments shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to:

**Airport Director
City of Morgantown
Morgantown Municipal Airport
100 Hart Field Road
Morgantown, West Virginia 26505**

And notices, consents and approvals to the Tenant addressed to:

Charles Kati
36 Ivanhoe Road
Buckhannon, WV 26201

Or such other place as either party shall, by written directive, designate in the manner herein provided.

Section 14.15 Entire Agreement

This Office Lease Agreement constitutes the entire agreement between the parties. There are no verbal or written agreements between the parties that are to be considered a part of this Agreement unless they have been specifically enumerated herein and this Agreement supersedes all prior or other agreements, understandings, and representations. This Agreement may be amended solely by a written instrument, signed by all parties.

Section 14.16 No Construction Against Drafting Party

City and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Agreement and that this Agreement will not be construed against City merely because City has prepared it.

Section 14.17 Third Party Beneficiaries

It is specifically understood and agreed that no person shall be a third party beneficiary hereunder, and that none of the provisions of this Agreement shall be for the benefit of, or be enforceable by, anyone other than the parties hereto, and that only the parties hereto and their permitted assignees shall have rights hereunder.

Section 14.18 Authorization and Execution

By its execution hereof, Tenant and the City warrant that all necessary corporate action has been taken with regard to the authorization and execution of this Agreement and that the individual(s) executing this Lease Agreement on behalf of Tenant is/are duly authorized to do so. Whoever signs this Agreement on behalf of Tenant and the City hereby confirms that they have the appropriate authority and have been so authorized to execute this Agreement on behalf of Tenant and City, respectively.

IN WITNESS WHEREOF, the parties have caused this **Office Lease Agreement** to be executed on their behalf by their duly authorized officers.

CITY OF MORGANTOWN

By: _____

A. Kim Haws
City Manager

Date: _____

Witness:

By: _____

Date: _____

Charles Kati



By: _____

Charles Kati
Tenant

Date: 12 NOV 2024

Witness:

By:  _____

Date: 11/10/24

Resolution No. 2024-____

RESOLUTION APPOINTING ACTING CITY MANAGER

WHEREAS, the City Charter of The City of Morgantown, Section 3.03, provides that the City Council may by resolution appoint an officer of the City to perform the duties of the Manager in their absence; and

WHEREAS, City Manager A. Kim Haws has notified the City Council of his intention to retire as City Manager effective December 20, 2024; and

WHEREAS, the City Council has begun recruitment for a permanent city manager, which is ongoing; and

WHEREAS, in accordance with City Charter Section 3.03, the City Council desires and intends to name an acting city manager to perform the duties of the office until such permanent city manager begins employment with the City;

NOW, THEREFORE, the City Council of The City of Morgantown hereby resolves that J. Damien Davis, an officer of the City employed as Director of Engineering and Public Works, is appointed acting city manager effective December 21, 2024, and shall serve in such role until a permanent city manager begins employment with the City, unless earlier dictated otherwise by Resolution of City Council or by notification from Mr. Davis.

Adopted this 17th day of December, 2024:

Mayor

City Clerk

Resolution No. 2024-____

**A RESOLUTION DESIGNATING CERTAIN INDIVIDUALS
AUTHORIZED AGENTS OF THE CITY OF MORGANTOWN FOR THE PURPOSE
OF TRANSACTING FUNDS WITH BANKING AND FINANCIAL INSTITUTIONS**

WHEREAS, the City of Morgantown utilizes various banking facilities as depositories for City funds;

WHEREAS, City Council is of the opinion that a record should be made of the specific individuals authorized as agents of the City for the specific purpose of authorizing transactions with such banking and financial institutions;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morgantown, as follows:

1. The following city officials are hereby designated as authorized agents to transact business with financial and banking institutions on behalf of the City of Morgantown:
 - a) J. Damien Davis, Acting City Manager
 - b) Jonathan Furgison, Finance Director
 - c) Emily Muzzarelli, Assistant City Manager
 - d) Denise Stefanizzi, Assistant Director of Finance
 - e) Melissa Wiles, Executive Director of the Morgantown Board of Park and Recreation Commissioners

2. The authorized agents are empowered to:
 - a) Endorse checks, drafts, notes, and other items payable to the City for deposit or collection
 - b) Accept drafts and other items payable at financial institutions
 - c) Execute agreements related to banking services, including special depository agreements
 - d) Perform other necessary acts to carry out the provisions of this Resolution

3. The authority conferred upon the designated agents shall remain in full force and effect until written notice of amendment or revocation is delivered to and received by the financial institution. The City Manager (including Acting City Manager) is hereby authorized to deliver notice of revocation of authority of any designated agent. Any designation of an additional authorized agent or agents shall be made by Resolution adopted by City Council.

4. This resolution supersedes all previous resolutions related to the subject hereof as of its effective date. All actions taken under prior authorizations shall remain effective in accordance with the terms of the governing law or documents in effect at the time of such actions.

The Resolution is effective as of the 21st day of December, 2024.

Mayor

City Clerk

Resolution No. 2024-_____

RESOLUTION

WHEREAS, The City Council previously adopted Ordinance No. 24-42, entitled “An Ordinance of The City of Morgantown Amending the City Charter to Modify City Manager Residency Requirements,” (the “Ordinance”) in accordance with West Virginia Code section 8-4-8, which proposed amendment of Section 3.01 of the City Charter describing the appointment, qualifications, and compensation of the City Manager, to prescribe that the City Manager may reside outside of the City while in office only with the approval of the City Council; and

WHEREAS, at the public hearing on the Ordinance, in accordance with West Virginia Code section 8-4-8, a single qualified voter of the City appeared in person and filed a written objection to the amendment, which appearance and objection are reflected in the minutes of the meeting of the City Council on November 6, 2024, and of record in the office of the City Clerk; and

WHEREAS, ten days have elapsed since such public hearing and the objection described herein was not withdrawn by the qualified voter; and

WHEREAS, pursuant to West Virginia Code section 8-4-8, after the filing of an objection to an ordinance proposing amendment to the city charter which is not withdrawn within ten days, the City Council may abandon the proposed amendment or amendments to which objections have been filed, or it may submit the proposed amendment or amendments, either as a unit or separately, at the next regular municipal election for ratification or rejection; and

WHEREAS, the City Council desires to submit the proposed amendment as described in the Ordinance at the next regular municipal election for ratification or rejection;

NOW, THEREFORE, BE IT RESOLVED by The City of Morgantown that the proposed amendment to Section 3.01 of the City Charter set forth in the Ordinance be submitted at the next regular municipal election in April of 2025; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to publish notice of the election on such amendment as a Class II-0 legal advertisement in compliance with the provisions of W. Va. Code § 59-3-1 *et seq.* and W. Va. Code § 8-4-8, which notice shall state the date and hours of the election and shall set out the proposed amendment at length or state that copies may be obtained by any qualified voter or any freeholder of the city from the City Clerk at the office of the City Clerk at 389 Spruce Street, Morgantown, West Virginia, upon request; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to include election on such amendment on the regular election of the City to be held in April of 2025, and to take any such actions and execute any such documents necessary to accomplish inclusion of this issue on such election.

Adopted this 17th day of December, 2024:

Mayor

City Clerk

Ordinance No. 2024-_____

**AN ORDINANCE CLOSING THE CITY OF MORGANTOWN
POLICE PENSION FUND TO NEW ENTRANTS,
ADOPTING FUNDING METHOD FOR PENSION OBLIGATIONS,
AND ENTERING INTO THE WEST VIRGINIA MUNICIPAL POLICE OFFICERS AND
FIREFIGHTERS RETIREMENT SYSTEM**

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

The City Council of the City of Morgantown finds and determines that it is essential to promote and preserve the security of the retirement funds available to its police officer employees, and the City must pursue this goal by ensuring the funding obligations for retirement funds are predictable and capable of being met by the City's revenues. In order to achieve these goals in the manner permitted by state law, the City intends to close its existing pension fund for police officers to new entrants and enroll police officers who are hired in the future in the retirement plan created in West Virginia Code § 8-22A-28, and approved and administered by the West Virginia Consolidated Public Retirement Board.

Section 2. Maintenance of Pension Fund for Employees and Retirees; Closure of Plan to New Entrants; Enrollment of New Hires in State Pension Plan.

(1) The existing pension plan for police officer employees of the City, as established by Section 137.03 of the Codified Ordinances of the City of Morgantown and designated the "Policemen's Pension and Relief Fund," is closed to new participants, as provided in W. Va. Code § 8-22-16(e)(1), and all current active members, retirees, and other beneficiaries covered by the existing policemen's or firemen's pension and relief fund shall remain covered by that plan and shall be paid all benefits of that plan in accordance with and subject to the provisions of W. Va. Code Chapter 8, Article 22, Part III;

(2) In accordance with W. Va. Code § 8-22-16(e)(2), the City elects the "Optional-II" method of financing the unfunded actuarial accrued liability of the existing police officer pension plan defined herein, as provided in W. Va. Code § 8-22-20(g);

(3) Any police officer hired after the effective date of this ordinance shall be enrolled in a retirement plan created in Chapter 8, Article 22A, of the West Virginia Code, as it may be modified, amended, superseded, or replaced, and approved and administered by the West Virginia Consolidated Public Retirement Board, or its successors or assigns, subject to any actions, approvals, or enactments required for such enrollment and subject to governing law;

(4) In order to accomplish such enrollment, the enclosed "Resolution to Become a Participating Employer of the West Virginia Municipal Police Officers and Firefighters Retirement System for MUNICIPAL POLICE OFFICERS" is hereby adopted, ratified, and approved, and shall be executed and delivered to the West Virginia Consolidated Public Retirement Board at such a time and in such a manner as to make such enrollment effective July 1, 2025, or as soon thereafter as practicable, and the City Manager and City Clerk are authorized

and directed to take such actions and executed such documents as may be necessary and consistent with the purpose of closing the City’s “Policemen’s Pension and Relief Fund” to new entrants as of June 30, 2024, and enrolling all new hires in the West Virginia Municipal Police Officers and Firefighters Retirement System effective July 1, 2025;

(5) Section 137.03 of the City Code, entitled “Policemen’s Pension and Relief Fund,” shall remain applicable to employees participating in the fund established thereby but shall not have application to any person hired after the effective date of this ordinance.

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 completion of all actions necessary to enroll firefighters hired in the future in the retirement plan created by West Virginia Code Chapter 8, Article 22A, and administered by the West Virginia Consolidated Public Retirement Board. The City Clerk shall determine when such actions are complete and shall enter in the official records of the City the effective date of this Ordinance based upon such determination. 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: None.

FIRST READING: _____

Mayor

SECOND READING: _____

City Clerk

ADOPTED: _____

FILED: _____



**West Virginia
Consolidated Public Retirement Board (CPRB)**

601 57th Street SE, Suite 5
Charleston, WV 25304
304-558-3570 or 800-654-4406
www.wvretirement.com

Item 11E.

**Municipal Police Officers
and Firefighters
Retirement System (MPFRS)**

**Municipal Police Officer
Resolution**

**Resolution to Become a Participating Employer of the
West Virginia Municipal Police Officers and Firefighters Retirement System**
For
MUNICIPAL POLICE OFFICERS

The following Resolution was duly made and lawfully passed by the majority vote of the governing city council of
(municipality) the City of Morgantown, West Virginia
on the _____ day of _____, 20_____.

BE IT RESOLVED that (municipality) the City of Morgantown, West Virginia does hereby elect to join the Municipal Police Officers and Firefighters Retirement System pursuant to Chapter 8, Article 22A, Sections 28 and 33a of the West Virginia Code, and thereby will include all its municipal police officers who are eligible for membership in the Municipal Police Officers and Firefighters Retirement System. This municipality hereby agrees to pay its employer contributions and withhold applicable tax-deferred employee contributions monthly and remit same to the Municipal Police Officers and Firefighters Retirement System no later than fifteen (15) days following the end of each calendar month. This municipality understands that if contributions are delinquent, the employer will be required to pay the actuarial rate of interest lost, on the total employee and employer contributions per day, with a minimum charge of fifty dollars. This municipality further understands that once it becomes a participating employer of the Municipal Police Officers and Firefighters Retirement System, the municipality may not withdraw from participation in the retirement system without express statutory authority.

This Resolution shall become effective on the first day of the month following receipt of this Resolution with all other required documentation and following acceptance of this Resolution by the Consolidated Public Retirement Board.

It is the duty of the Mayor of each municipality electing to become a participating public employer in the Municipal Police Officers and Firefighters Retirement System to certify this Resolution to the West Virginia Consolidated Public Retirement Board within ten (10) days following the vote of its city council.

I, _____, Mayor of (municipality)
the City of Morgantown, West Virginia do hereby certify that this Resolution and accompanying documentation are true and correct. Further, I acknowledge that I am aware of the provisions of Chapter 8, Article 22A of the West Virginia Code.

Signature of Mayor (304) 225-4213
Phone Number

389 Spruce Street, Morgantown, WV 26505

Municipality Address

All municipalities MUST attach a copy of the minutes from the Board meeting that reflects the majority vote.

Note: Separate resolutions are required for municipal police officers and municipal paid professional firefighters

Ordinance No. 2024-_____

**AN ORDINANCE CLOSING THE CITY OF MORGANTOWN
FIRE PENSION FUND TO NEW ENTRANTS,
ADOPTING FUNDING METHOD FOR PENSION OBLIGATIONS,
AND ENTERING INTO THE WEST VIRGINIA MUNICIPAL POLICE OFFICERS AND
FIREFIGHTERS RETIREMENT SYSTEM**

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

The City Council of the City of Morgantown finds and determines that it is essential to promote and preserve the security of the retirement funds available to its firefighter employees, and the City must pursue this goal by ensuring the funding obligations for retirement funds are predictable and capable of being met by the City's revenues. In order to achieve these goals in the manner permitted by state law, the City intends to close its existing pension fund for firefighters to new entrants and enroll firefighters who are hired in the future in the retirement plan created in West Virginia Code § 8-22A-28, and approved and administered by the West Virginia Consolidated Public Retirement Board.

Section 2. Maintenance of Pension Fund for Employees and Retirees; Closure of Plan to New Entrants; Enrollment of New Hires in State Pension Plan.

(1) The existing pension plan for firefighter employees of the City, as established by Article 139 of the Codified Ordinances of the City of Morgantown and designated the "Firemen's Pension and Relief Fund," is closed to new participants, as provided in W. Va. Code § 8-22-16(e)(1), and all current active members, retirees, and other beneficiaries covered by the existing policemen's or firemen's pension and relief fund shall remain covered by that plan and shall be paid all benefits of that plan in accordance with and subject to the provisions of W. Va. Code Chapter 8, Article 22, Part III;

(2) In accordance with W. Va. Code § 8-22-16(e)(2), the City elects the "Optional-II" method of financing the unfunded actuarial accrued liability of the existing firefighter pension plan defined herein, as provided in W. Va. Code § 8-22-20(g);

(3) Any firefighter hired after the effective date of this ordinance shall be enrolled in a retirement plan created in Chapter 8, Article 22A, of the West Virginia Code, as it may be modified, amended, superseded, or replaced, and approved and administered by the West Virginia Consolidated Public Retirement Board, or its successors or assigns, subject to any actions, approvals, or enactments required for such enrollment and subject to governing law;

(4) In order to accomplish such enrollment, the enclosed "Resolution to Become a Participating Employer of the West Virginia Municipal Police Officers and Firefighters Retirement System for MUNICIPAL PAID PROFESSIONAL FIREFIGHTERS" is hereby adopted, ratified, and approved, and shall be executed and delivered to the West Virginia Consolidated Public Retirement Board at such a time and in such a manner as to make such enrollment effective July 1, 2025, or as soon thereafter as practicable, and the City Manager and

City Clerk are authorized and directed to take such actions and executed such documents as may be necessary and consistent with the purpose of closing the City’s “Firemen’s Pension and Relief Fund” to new entrants as of June 30, 2024, and enrolling all new hires in the West Virginia Municipal Police Officers and Firefighters Retirement System effective July 1, 2025;

(5) Section 139.01 of the City Code, entitled “Firemen’s Pension and Relief Fund,” shall remain applicable to employees participating in the fund established thereby but shall not have application to any person hired after the effective date of this ordinance.

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 completion of all actions necessary to enroll firefighters hired in the future in the retirement plan created by West Virginia Code Chapter 8, Article 22A, and administered by the West Virginia Consolidated Public Retirement Board. The City Clerk shall determine when such actions are complete and shall enter in the official records of the City the effective date of this Ordinance based upon such determination. 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: None.

FIRST READING: _____

Mayor

SECOND READING: _____

City Clerk

ADOPTED: _____

FILED: _____



**West Virginia
Consolidated Public Retirement Board (CPRB)**

601 57th Street SE, Suite 5
Charleston, WV 25304
304-558-3570 or 800-654-4406
www.wvretirement.com

Item 11F.

**Municipal Police Officers
and Firefighters
Retirement System (MPFRS)**

**Municipal Paid Professional
Firefighter Resolution**

**Resolution to Become a Participating Employer of the
West Virginia Municipal Police Officers and Firefighters Retirement System
For
MUNICIPAL PAID PROFESSIONAL FIREFIGHTERS**

The following Resolution was duly made and lawfully passed by the majority vote of the governing city council of
(municipality) the City of Morgantown, West Virginia

on the _____ day of _____, 20_____.

BE IT RESOLVED that (municipality) the City of Morgantown, West Virginia does hereby elect to join the Municipal Police Officers and Firefighters Retirement System pursuant to Chapter 8, Article 22A, Section 28 of the West Virginia Code, and thereby will include all its municipal paid professional firefighters who are eligible for membership in the Municipal Police Officers and Firefighters Retirement System. This municipality hereby agrees to pay its employer contributions and withhold applicable employee contributions monthly and remit same to the Municipal Police Officers and Firefighters Retirement System no later than fifteen (15) days following the end of each calendar month. This municipality understands that if contributions are delinquent, the employer will be required to pay the actuarial rate of interest lost, on the total employee and employer contributions per day with a minimum charge of fifty dollars. This municipality further understands that once it becomes a participating employer of the Municipal Police Officers and Firefighters Retirement System, the municipality may not withdraw from participation of the retirement system without express statutory authority.

This Resolution shall become effective on the first day of the month following receipt of this Resolution with all other required documentation and following acceptance of this Resolution by the Consolidated Public Retirement Board.

It is the duty of the Mayor of each municipality electing to become a participating public employer in the Municipal Police Officers and Firefighters Retirement System to certify this Resolution to the West Virginia Consolidated Public Retirement Board within ten (10) days following the vote of its city council.

I, _____, Mayor of (municipality)
the City of Morgantown, West Virginia do hereby certify that this Resolution and

accompanying documentation are true and correct. Further, I acknowledge that I am aware of the provisions of Chapter 8, Article 22A of the West Virginia Code.

Signature of Mayor

(304) 225-4213
Phone Number

All municipalities MUST attach a copy of the minutes from the Board meeting that reflects the majority vote.

Note: Separate resolutions are required for municipal police officers and municipal paid professional firefighters.

Ordinance No. 2024-_____

**AN ORDINANCE OF THE CITY OF MORGANTOWN
AMENDING ARTICLE 747 ENTITLED
“FIRE PROTECTION SERVICE CHARGES”**

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

The City Council finds and concludes that West Virginia Code section 8-13-13 authorizes municipalities to establish fees for essential or special services provided to the users of those services, including fire protection, and that The City of Morgantown has codified its fire protection services charges within Article 747 of the City Code. The service fees paid by users of fire service within the City fund a significant portion of the cost to maintain, operate, and equip the Morgantown Fire Department, including payment of employee salaries and benefits, provision of safety equipment and training to employees, and funding capital needs such as fire trucks and fire stations. The fire protection service charge was last updated in 2020, by City Council ordinance number 2020-15. The City of Morgantown has been able to maintain these service fees at the 2020 rates by making additional contributions of general funds to the costs of operating the fire department. In order to take advantage of an opportunity to fully fund the pension obligations to current firefighter employees which has been presented by recent legislation, City Council finds and concludes that the fire protection service charge should be increased by fifteen percent, equivalent to an additional annual fee of 1.41 cents per square foot of total structure area, or an annual fee increase approximating \$25.38 for an 1800 square foot house. This fee increase will allow the City to make the additional contributions necessary to elect the Optional-II funding method for firefighter pensions pursuant to W. Va. Code § 8-22-20(g) and ensure those pension obligations are fully funded by July 1, 2063. The City Council further finds and concludes that the previously enacted requirement to establish and propose a hazard classification to assess additional fire fees on occupancies that create additional hazard of fire or response has not been implemented by the fire department following the 2020 ordinance including the requirement and should be removed from Article 747, that updates to the time for payment and for early payment rebates should be included to assist the finance department with administration of this Article, that fees specifically related to additional costs incurred by the City in collection of delinquent accounts should be imposed to address the additional cost of service related to such accounts, and that additional revisions to the definition of structure area and method of calculating structure area by the fire department should be made to allow the fire chief and their designees to efficiently and effectively assess the correct amount of fire fees on each structure within the City as prescribed by Article 747.

Section 2. Adoption of Amendment to Article 747 of the City Code.

Article 747 of the City Code, entitled “Fire Protection Service Charges” is hereby amended as follows (new matter underlined; deleted matter ~~stricken~~):

Sec. 747.01. - Definitions.

~~Gross square footage~~ Total area means the size of a structure measured as the sum of the square footage measurements of the various stories of the structure, as measured from the exterior walls; or for structures that are not enclosed by exterior walls, the outside of the roof covering such structure.

Stories means the various horizontal levels of a structure including, for the purposes of this article, all identifiable horizontal levels including finished basements and finished attic areas, but excluding crawlspaces, unfinished basements in residential structures, and unfinished attic areas.

Structures means any residence, commercial building, church, warehouse, office or classroom building, storage building, barn, garage, service station, mobile home, parking garage, lumber shed, pole building or other building or roofed and walled area, whether completely or partially roofed, or completely or partially enclosed with walls, intended for human habitation or for the storage or protection of assets, except that porches, breezeways, carports, patios, loading docks and other similar appurtenances shall not be considered to be structures for the purposes herein.

Users of fire protection services means any person, partnership, corporation, firm, association, trust or other legal entity owning buildings, structures or other improvements and any user not otherwise chargeable herein, located within the City and hereinafter declared to be subject to the levying and imposition of a fire service protection fee.

Sec. 747.02. - Levy and imposition of fee.

(a) ~~Gross floor~~ Total area fee. There is hereby levied and imposed upon all users of the fire protection service provided by the City, a fee for the continuation, maintenance and improvement of such service. The fee shall be as follows:

Before July 1, 2025: 9.42 cents per square foot of space within each structure, per annum. Structures exceeding three floors shall be charged an additional 5.95 cents per square foot of space for each additional space above the third floor.

Effective July 1, 2025: 10.83 cents per square foot of space within each structure, per annum. Structures exceeding three floors shall be charged an additional 6.84 cents per square foot of space for each additional space above the third floor.

(b) ~~Reserved. Hazard classification. On or before October 31, 2020, the Chief of the Fire Department shall prepare and deliver to the City Manager, the Finance Director, and the City Council a method for assessing fire protection service charges based upon hazard classification in addition to or in conjunction with the fee levied by subsection (a) of this section, so that the inclusion of a hazard classification program can be considered in the City Fiscal Year 2022 budget. The proposal should include the following information, but the contents and extent of the proposal will be in the discretion of the Chief of the Fire Department:~~

~~(1) — The manner in which a hazard classification is established and the various hazard classifications that may apply to properties within the City;~~

~~(2) — A list of the uses of property that will qualify for a hazard classification, and which proposed hazard classification will apply to each property use;~~

~~(3) — A count or estimate of the number of properties within the City to which a hazard classification would apply;~~

~~(4) — A summary of the additional costs imposed upon the Fire Department by the maintenance of such property uses within the City;~~

~~(5) — A proposed fee for fire protection service charges to be assessed based on hazard classifications, including the fee imposed on each use identified to which a hazard classification will apply and the total revenue proposed to be raised by such fee;~~

~~(6) — A timeline for identifying each user of fire protection services who may be subject to a hazard classification and imposition of the proposed fee on such users.~~

(c) ~~Duty to establish area of structures, measure and to assign hazard classifications.~~ The ~~gross square footage total area~~ of each structure ~~subject to the fee imposed by this Article~~ shall be determined by the Fire Chief, ~~in accordance with the definition of terms in Section 747.01 and the gross square footage measurements for each structure shall then be multiplied by the rates shown above to determine the amount of the fee to be charged against the use of the fire protection service.~~ When determining the total area of any structure ~~gross square footage of each structure~~, the Fire Chief may rely upon plans and permit applications submitted to the City or otherwise on record with the City, data collected or published by the Monongalia County Assessor, and any other data source capable of reliably identifying the total area of a structure as required to establish the fire protection service charge for such structure under this Article. On or before May 1 of each year, the Fire Chief shall deliver to the Finance Director a list of each structure within the City and the total area ~~gross square footage~~ thereof determined in accordance with this article.

(d) There is hereby levied and imposed on the user of fire protection services of the City, who otherwise is not chargeable herein, an hourly fee for each and every use of such fire protection services, payable on demand by the City, as determined by the City Manager or designee based on an hourly rate as calculated from the City's current Fire Department budget divided by 8,760 hours. Additional charges for expendable materials not otherwise contracted for by the City shall also be levied.

(e) For the purpose of this section, the first story of a structure shall be that story, any side of which has a floor level that is not more than one-half of the story height below grade, and when at any point along the length of the side, it is counted as the first story, it will result in a structure height which is in excess of three stories.

A story that is more than one-half of its height below grade ~~and those which are specifically excluded in Section 747.01(d)~~, shall not be counted when determining building height.

Sec. 747.03. - Collection of fee.

The fees levied and imposed in Section 747.02 shall be collected from each user of the fire protection service in equal, semi-annual installments unless the user shall choose to pay the entire annual fee at one time. Installment payments shall be due on September 15 ~~August 15~~ and ~~February~~ March 15 of each City fiscal year. Users who pay the entire annual fee prior to the due date of the first installment shall receive a five percent discount. There shall be a late payment penalty in the amount of five percent of all amounts remaining unpaid as of ~~February~~ March 15 of each City fiscal year.

Any user who fails to pay the fee when due shall owe an additional fee of \$40.00 in respect of the costs related to administration, lien placement, and lien release, and an additional fee of 30 percent of the delinquent amount in respect of the costs related to collection of outstanding fees. Such amount shall be added to, and included in, the fee owed by each user subject to such fees as of the date the obligation is incurred, and shall be collectible and enforceable in the same manner as other fees assessed in this Article.

Sec. 747.04. - Fee list; publication of notice of availability.

The Finance Director is hereby directed to prepare, no later than August 1 ~~July 1~~ of each year, an alphabetical listing of the names of the users of the fire protection service, a description, to include the total area square footage, of each of the user's structures, and the amount of the fire service protection fee to be charged against each structure. The fee list prepared pursuant to this Section 747.04 shall be a public record available upon request. The Finance Director shall cause to be delivered to each user of the fire protection service an invoice or statement showing the amount of fees due from that user, by any method determined adequate in the discretion of the Finance Director, including but not limited to electronic notification through a City fee payment or permitting system; provided, that the failure of any user to receive such invoice or statement shall not excuse or delay the obligation to pay the fire protection service charges established by this Article.

Sec. 747.05. - Requests for adjustments or corrections; appeals.

Any user of the service may request an adjustment or correction to any information included on the list required in Section 747.04, or on the user's invoice, if the user believes the information to be erroneous or incomplete. Any such request shall be filed prior to the end of the City Fiscal Year for which the fees are owed in writing with the Finance Director and shall be filed on forms provided by the Finance Director.

The Finance Director, upon receipt of a properly filed request for adjustment or correction of information included on the list shall, within 30 calendar days, review the request and inform the user whether the requested adjustments or corrections will be made. If the user who has filed the request is dissatisfied with the Finance Director's response to the request, the user of the services may apply to Council by petition, in writing, within 30 days after notice is mailed to him or her by the Finance Director for a hearing and adjustments or correction of the list or fee as set by the Finance Director. Said petition shall set forth the reasons why such hearing should be granted and why the requested changes should be made. Council shall promptly consider such petition, and may grant such hearing or deny the same. If denied, the petitioner shall immediately be

notified of the same; if granted, Council shall notify the petitioner of the time and place fixed for such hearing. After such hearing, Council may make such order in the matter as may appear to it just and lawful, and shall furnish a copy of such order to petitioner. Any user of the service may appeal the administrative decision of the Council to Circuit Court of Monongalia County within 60 days after being served with the notice of Council's order.

Sec. 747.06. – Reserved.

Sec. 747.07. - Rules and regulations.

The Finance Director shall have the right to make and promulgate regulations governing the implementation of this article, the making of statements of accounts, the collections thereof, and other appropriate rules and regulations for the enforcement of this article. Upon adoption or modification of any rules or regulations under this article, the Finance Director shall file a complete, current copy of all adopted rules and regulations under this article with the City Clerk. The City Clerk shall maintain a record of all current and past regulations. Upon delivery of an update to the regulations by the Finance Director, the City Clerk shall promptly delivery a copy to the City Manager and each member of City Council.

Sec. 747.08. - Use of funds.

The funds, moneys and revenues received from the collection of the fees levied and imposed in this Article Section 747.02 shall be used only for the continuance, maintenance or improvement of the essential or special fire protection service provided by the City, and no part of such funds, moneys or revenues shall be used for any other purpose.

Sec. 747.09. - Fee is supplementary; debt to City.

The fee levied and imposed in this Article Section 747.02 shall be in addition to any other licenses, taxes or fees levied under the statutes of the State, by the provisions of this Code or by other ordinances of the City, and the payment thereof shall be a condition precedent to the use and enjoyment of the essential and special fire protection services provided by the City. The fee levied and imposed in this Article Section 747.02 shall be a debt due the City from each user of such service and the Finance Director is hereby authorized and directed to pursue the collection of such debt through the use of all legal means available to the City.

Sec. 747.10. - No user of service exempt from fee.

No person or organization defined in this Article Section 747.01 as a user of the fire protection service provided by the City shall be exempt from the payment of a properly calculated fire protection service fee whether the person or organization is the United States Government, the State of West Virginia, or any political subdivision thereof, or any other person or organization who, because of the educational, literary, scientific, religious, charitable or other use of their property is normally exempted from paying Federal, State or local taxes.

Sec. 747.11. - Liens on real property for unpaid and delinquent fire service fees.

Liens may be filed on real property located within the municipal corporate limits for unpaid and delinquent fire service fees. Prior to the lien being filed, the City will give notice to the property owner, by certified mail, return receipt requested, that the City will file the lien unless the delinquency is paid within 90 days from the date the notice is mailed. Any requests for adjustments or corrections to the assessment may be submitted pursuant to Section 747.05, except that the request for review may be submitted at any time within 90 days from the date the notice was mailed.

Sec. 747.99. - Penalty.

See Section 701.99 for general Code penalty.

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: Distribute executed copies of the ordinance to the Finance Director and the Fire Chief.

Section 6. Notice of Public Hearing (Class I-0).

The City Clerk shall cause to be published a notice of proposed adoption of this Ordinance as a Class I-0 legal advertisement in a qualified newspaper of general circulation in the City of Morgantown, and said notice shall state that this Ordinance has been introduced, the title of the proposed ordinance, the places where a copy of this ordinance may be inspected by the public, and that any person interested may appear before the Morgantown City Council at a public hearing on December 17, at 7:00 p.m., which date is not less than five (5) days after the date of the publication of the notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the City Clerk, City of Morgantown, Morgantown, West Virginia.

FIRST READING: _____

Mayor

SECOND READING: _____

City Clerk

ADOPTED: _____

FILED: _____

RESOLUTION

WHEREAS, City Administration has presented to Morgantown City Council a 2024-2025 budget revision for the Morgantown General Fund (Revision 04) 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 _____, 2024, that the 2024-2025 Budget Revision for the Morgantown General Fund Budget (Revision 04) hereto attached is approved.

Mayor

City Clerk

LGSD BR (Ver. 2020)

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. 5114
 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: **2024-2025**
 Fund: **001**
 Revision Number: **4**
 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
MORGANTOWN **26505**
 CITY ZIP CODE

Municipality
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
					-
					-
					-
					-
					-
					-
					-

NET INCREASE/(DECREASE) Revenues (ALL PAGES) -

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
417-253.00	Professional Services	451,680.00	33,920.00		485,600.00
422-253.01	Professional Services - Recruitment Costs	961,225.13	38,000.00	-	999,225.13
444-566.254	Contribution Other Funds - Capital Escrow Fund	3,705,000.00	65,000.00		3,770,000.00
444-566.420	Contribution Other Funds - Building Commission Fund	317,100.00	22,821.68		339,921.68
569-230.00	Contracted Services	59,600.00	28,000.00		87,600.00
699-568.00	Contingency	667,749.13		(122,741.68)	545,007.45
700-103.00	Salary & Wages	5,453,274.00		(65,000.00)	5,388,274.00
					-
					-
					-

NET INCREASE/(DECREASE) Expenditures (ALL PAGES) -

APPROVED BY THE STATE AUDITOR

BY: _____
 Deputy State Auditor, Local Government Services Division Date

 AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

Instructions for Budget Revision File

The state auditor, by uniform regulations, provides for the revision of the levy estimate - budget of the county commission to permit expenditures for purposes for which no appropriation or an insufficient appropriation was made. **The revision must be made prior to the obligation and expenditure of funds and with the prior written approval of the state auditor.** *WV Code §11-8-26a*

TOP SECTION

Person to Contact Regarding Budget Revision

Add name, phone number and fax number of the person to contact about this revision. This is very important in case of questions, or missing information.

Government Entity -

Add name of the County or City submitting the budget revision.

Street or PO Box City, State, Zip Code -

This is the mailing address of the County or City. Approved budget revisions will be sent back to this address.

Control Number FY

The ending fiscal year that this budget applies. Example for the fiscal year ending on June 30, 2012, the box should show 2012.

FUND

The fund number of the fund that this revision applies, either 01 General, or 02 Coal.

REV. NO.

The number of this revision for this fiscal year. Revision Number 1 would be the first revision made on or after July 1 of that fiscal year.

PG. OF NO.

Number of pages to this revision.

Government Type

This line should say County or Municipality. If the form reflects the wrong government type, the account description below will not match your chart of accounts. Therefore, make sure that you have the right type selected in this box.

Instructions for Budget Revision File

REVENUES: (net each account category)

This section of the form is used to enter revisions for fund balance and revenue accounts. If you have two or more entries to be made to one account number, please combine these entries into one 'net change' amount.

Column 1 - Account Number

From the drop down box you can pick the account number or you can type in the account number. This number must be either a fund balance number or a revenue number. If you type in an expenditure number, a error box will appear and say "The value you entered is not valid. A user has restricted values that can be entered into this cell." From the choices, choose retry and enter a correct number or cancel to remove the entry.

Column 2 - Account Description

This box will fill in when you enter the account number in column 1, unless it is not a valid number. If you enter a number that is not acceptable, this box will say " not a valid number". This number must be assigned by the State Auditor's Office before the budget revision will be approved.

Column 3 - Previously Approved Amount

The amount in this column must be the last approved amount for this account number. At the beginning of the fiscal year, the amount on the approved budget would be used. After the first revision, the amount in this column would be the most recent approved revised amount for the account number.

Column 4 - Increase

If you want to increase the amount of the fund balance or revenue account, enter the amount of the increase here.

Column 5 - Decrease

If you want to decrease the amount of the fund balance or revenue account, enter the amount of the decrease here.

Column 6- Revised Amount

This is the total of Column 3 plus Column 4 minus Column 5. This should be the ending amount for that account number. There is a formula in this box to calculate this amount.

Net Increase (Decrease) Revenues (All Pages)

This box is the total of the net increase / decrease of the columns above and the worksheet "ADD REVENUES". This should be the total of the net change to all fund balance and revenues accounts.

Instructions for Budget Revision File

EXPENDITURES: (net each account category)

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Net Increase (Decrease) Expenditures (All Pages)

This box is the total of the net increase / decrease of the columns above and the worksheet "ADD EXPENDITURES". This should be the total of the net change to all expenditure accounts.

If this budget revision is OUT OF BALANCE a message will appear beside the net increase boxes and on the signature line, it will say "OUT OF BALANCE!!! DO NOT SUBMIT. Do not send this revision in until it is in balance and these messages disappear.

RESOLUTION

WHEREAS, City Administration has presented to Morgantown City Council a 2024-2025 budget revision for the Morgantown Capital Escrow Fund (Revision 04) 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 _____, 2024, that the 2024-2025 Budget Revision for the Morgantown Capital Escrow Fund Budget (Revision 04) hereto attached is approved.

Mayor

City Clerk

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. 5114
 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: **2024-2025**
 Fund: **254**
 Revision Number: **4**
 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
MORGANTOWN
 CITY
26505
 ZIP CODE

Municipality
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	INCREASE	(DECREASE)	REVISED AMOUNT
369.001	Contributions from Other Funds - General Fund	2,705,000.00	65,000.00	-	2,770,000.00
381.10	Reimbursements State CDBG	39,667.26	67,384.66	-	107,051.92
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
NET INCREASE/(DECREASE) Revenues (ALL PAGES)			132,384.66		

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
412-230.00	Contracted Services - General	14,450.89	-	(14,450.89)	-
439-459.24	Capital Outlay Equip - Computer Equip	61,956.55	10,313.00	-	72,269.55
444-566.420	Contribution Other Fund - Building Commission Fund	380,000.00	248,342.44	-	628,342.44
699-568.00	Contingencies	662,925.98	-	(244,204.55)	418,721.43
700-459.21	Capital Outlay- Equipment MSF	540,730.60	65,000.00	-	605,730.60
761-458.97	Capital Outlay-State CDBG	39,667.26	67,384.66	-	107,051.92
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
NET INCREASE/(DECREASE) Expenditures (ALL PAGES)			132,384.66		

APPROVED BY THE STATE AUDITOR
 BY: _____
 Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE
 OF ENTITY

APPROVAL
 DATE

Instructions for Budget Revision File

The state auditor, by uniform regulations, provides for the revision of the levy estimate - budget of the county commission to permit expenditures for purposes for which no appropriation or an insufficient appropriation was made. **The revision must be made prior to the obligation and expenditure of funds and with the prior written approval of the state auditor.** *WV Code §11-8-26a*

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Street or PO Box

City, State, Zip Code -

This is the mailing address of the County or City. Approved budget revisions will be sent back to this address.

Control Number

FY

The ending fiscal year that this budget applies. Example for the fiscal year ending on June 30, 2012, the box should show 2012.

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The fund number of the fund that this revision applies, either 01 General, or 02 Coal.

REV. NO.

The number of this revision for this fiscal year. Revision Number 1 would be the first revision made on or after July 1 of that fiscal year.

PG. OF NO.

Number of pages to this revision.

Government Type

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Instructions for Budget Revision File

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